

NOTEBOOK

JUNE 2002

EDITED BY JON VARA

Whirlpool Bacteria Complaints Spark Lawsuits

Keeping tubs clean from day one may be key

by Ted Cushman

Lawyers in Waco, Texas, have launched class-action lawsuits against Jacuzzi, Kohler, and Lasco. Waco attorney John Malesovas says his office has uncovered e-mail complaints to tub makers from consumers about "schmutz," "grunge," and "gunk" spewing from the jets when the unit is filled and turned on. Malesovas says his clients have not received the bathing experience they paid for and should get their money back.

When the tubs are emptied, the suit claims, undrained water in the hidden plumbing supports the growth of "biofilms," or organized communities of bacteria that survive cleaning efforts and quickly recontaminate the bath water when the tub is next used.

Company customer service responses to complaints were misleading, asserts Malesovas. He says Jacuzzi sent many homeowners the same canned e-mail,

saying, "Sounds like you have an algae problem," and advising the homeowner to flush the pipes out with a commercial algaecide.

But Malesovas refers to a report by Dr. Rita Moyes, a microbiologist at Texas A&M University who tested water samples from 50 whirlpool baths. Instead of algae, Moyes found millions of *Legionella*, *Pseudomonas*, *Staphylococcus*, and human intestinal bacteria — all potentially infectious organisms.

Compared to tap water from the same houses, Moyes reported, whirlpool tub water samples had bacteria counts averaging 5,000 times higher, with some samples containing tens of millions of bacteria in a half ounce of water.

Jacuzzi responds. Reached by phone, Jacuzzi president Phil Weeks told *JLC*, "The overall number of complaints about debris in a bathtub relative to the total number that we have sold is miniscule

over the years. And the purging instructions that have been used for years have solved many, many of the problems."

Persistent debris problems are few, says Weeks, and a lot of those are the result of a problem upstream: "Any bathtub is at the end point of the water system. Mineral content, or other things upstream, can affect all the water appliances in a home."

Kohler officials directed *JLC* to the company's website at www.us.kohler.com, where a statement quotes microbiologist Dr. Charles Gerba as saying, "There is no documented evidence of the company's whirlpool bathtubs having posed a health hazard to consumers." Kohler advises consumers to purge their tub units at least twice a month with two teaspoons of low-foaming dishwasher detergent and four ounces of household bleach.

A competitor weighs in. Whirlpool makers face a related attack from Dallas-

continued on page 26

Whirlpool Bacteria Complaints

continued from page 21

based Sanijet, Inc., a new competitor whose jetted-tub design doesn't rely on hidden plumbing.

Sanijet models have detachable and washable impellers that mount on the inside walls of the tub units and are driven by individual motors. On the company's website at www.sanijet.com, Sanijet highlights the Texas lawsuits and claims that only "pipeless" Sanijet tubs allow complete disinfection.

But Sanijet has met resistance in trying to move its tubs through traditional K&B showroom channels; showrooms have been reluctant to bring in a new product whose literature paints other units on the floor as virtual slime factories. Sanijet has pulled its models out of showrooms nationwide and is pitching the tubs direct to homeowners through its website instead.

In test samples from 50 whirlpool baths, tub water had bacteria counts averaging 5,000 times higher than tap water from the same houses

Jacuzzi's Phil Weeks comments, "Sanijet is selling a concept that moves water, but they're not really selling a whirlpool bath. Their system doesn't induce air into the action, and really the hydrotherapy benefits of a whirlpool bath are derived by mixing water and air together. They've tried to sell cleanliness as their main issue. I think the marketplace will determine whether that's valid."

Unhealthy bacteria. So what about the health claims? Under the wrong conditions, there is no doubt that the bacteria Moyes identified can cause illness and even death. Medical journal articles have blamed bacteria in hot tubs for infections ranging from a common rash called "pseudomonas folliculitis" to dangerous pneumonias, Pontiac fever, and a bacterial infection dubbed "hot tub lung," as well as several fatal outbreaks

of legionnaires' disease.

But unlike spa-type hot tubs, bathroom whirlpool tubs are drained after each use. Do the germs that can thrive in poorly maintained hot tubs pose a risk in bathroom whirlpools? The question is controversial.

Bad bugs in bunches. Scientists at Montana State University's Center for Biofilm Engineering (CBE) in Bozeman have found that once bacteria like *Legionella* or *pseudomonas* attach to a plumbing surface, they protect themselves with a matrix of secreted polysaccharide slime, forming tiny channels to bring in food and expel wastes and toxins. When tub jets are turned on, individual bacteria and bits of biofilm are shed into the water.

At a public health conference in Ontario, Canada, CBE director William Costerton, Ph.D., said whirlpool bathers might inhale water droplets contaminated

these people have had their work accepted by any scientific body that we know of."

"We've employed a number of experts who have studied the *pseudomonas* and *Legionella* infections that have occurred in spa units," says Weeks, "and their professional opinion is that they don't see how this could be a problem in a whirlpool bathtub unless there's some other contamination upstream."

Cleaning solutions. And it's true that not all whirlpool owners are complaining. On an Internet chat board where Sanijet V.P. Philip Klement joined a homeowner discussion about whirlpools, some consumers did express dissatisfaction; but others reported using their units regularly without noticing any slime problems.

The difference may depend on whether the tubs are kept clean from day one. "The need for elevated levels of the disinfectant is to kill an established biofilm," CBE engineer Daria Goeres told *JLC*. If you start with a clean tub, she says, "you may be able to maintain sanitation with much lower levels."

Goeres says that Malesovas paid for a CBE study to identify biofilms in whirlpool tubs. "But then no one has supported us to do the study in drain-and-fill whirlpool bathtubs to test different disinfection techniques. That's research that needs to get done, and I am optimistic that you could come up with an effective cleaning protocol, especially with a brand-new tub. But the exact amounts that would be required, we don't yet know."

"Jacuzzi has solved most of the problems that have occurred," maintains Phil Weeks. "There have been some debris cases up until recently that we have been unable to solve," he acknowledged, "but in the last 18 months or so, we found a product that was being used to clean milk pipes in the dairy industry, and that has solved all the cases that we've ever used it on. We now provide that at no charge on an as-needed basis when other things don't solve the problem. We want people to be happy with the product."

with bits of bacterial biofilm that CBE researchers have observed "actually bouncing in a haze over the whirlpool."

And the organized films are tougher and more dangerous than free-swimming, or "planktonic," forms of the same bacteria, says Costerton. "[Biofilm fragments containing] as few as 100 cells of *pseudomonas* or *Legionella* can establish a pulmonary infection in animals," he testified in one Texas case. "Biofilms can only be killed by concentrations of biocides 1,000 to 1,500 times higher than those necessary to kill planktonic cells.... Two teaspoons of dishwasher detergent and four ounces of household bleach circulated for 10 to 15 minutes would have very little effect."

"If you look at Costerton and Moyes," counters Jacuzzi president Weeks, "they have formed an opinion, but neither one of



Listing Agent: Helene Barkin

Property Address: 2943 Russell Street Berkeley

Purchaser and/or Purchasers' Agent acknowledge timely receipt of the following documents prior to writing and presenting an offer on the above referenced property.

PREVIOUS DISCLOSURES

1. Real Estate Transfer Disclosure Statement dated 5/5/03, 3 pages, agents addendum to transfer disclosure statement dated 4/28/2003, 1 page, sellers insurance disclosure addendum dated 5/1/2003

PREVIOUS REPORTS

2. Monte Stott and Associates Letter Dated May 5, 2003, 1 page, and Letter from J. David Ford dated May 5, 2003, 1 page and Structural Calculations for Foundation Repair and Voluntary Strengthening dated April 16, 2003, 8 pages (Total 10 pages including cover letters)
3. Reco Inspection Report dated May 19, 2003, Quotation by Shel Harris
4. Drawings for Foundation Repair and Voluntary Strengthening, 3 pages, Monte Stott & Associates
5. Power and Light Bid dated 4/17/2003 1 pg.
6. The Chelsea Company, 2 pages, dated 4/16/2003
7. Superior Plumbing and Heating dated 4/8/2003 1 pg.
8. Live Oak Structural dated 4/9/2003 7 pgs
9. Block Environmental Services Dated November 7, 2002, 7 pages
10. John McComas Bldg Inspection Report, 35 pages dated March 28, 2003 + Attachment A
11. Central Bay Roofing letter dated June 16, 1999 3 pgs
12. Aarvaks Heating Appliance Corp dated 10/21/1987 1 pg

The undersigned acknowledge timely receipt of the above referenced documents.

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Listing Agent	_____ Date	_____ Buyer's Agent	_____ Date



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Berkeley, COUNTY OF Alameda, STATE OF CALIFORNIA, DESCRIBED AS 12943 Russell Street. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 5/5/03. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: All documents listed on "Receipt for Documents." NOTE: This is an As-Is Trustee Sale and the Trustees are exempt from completing this TDS Form. The Trustees have not lived in the property for many years, but have some knowledge, so pass it on here.

II. SELLER'S INFORMATION
The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller is is not occupying the property.

A. The subject property has the items checked below (read across)

- | | | | |
|---|--|--------------------------|---|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven | NUMBER OF PAGES <u>3</u> | <input type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | | <input checked="" type="checkbox"/> Garbage Disposal |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | | | <input checked="" type="checkbox"/> Rain Gutters |
| <input checked="" type="checkbox"/> Burglar Alarms | <input checked="" type="checkbox"/> Smoke Detector(s) | DATE _____ | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> T.V. Antenna | <input type="checkbox"/> Satellite Dish | DATE _____ | <input type="checkbox"/> Intercom |
| <input checked="" type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Conditioning | NAME _____ | <input type="checkbox"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Sprinklers | DATE _____ | <input checked="" type="checkbox"/> Public Sewer System |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Sump Pump | | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Patio/Decking | <input type="checkbox"/> Built-in Barbecue | | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Sauna | <input type="checkbox"/> Pool <input type="checkbox"/> Child Resistant Barrier* | | <input type="checkbox"/> Spa <input type="checkbox"/> Locking Safety Cover* |
| <input type="checkbox"/> Hot Tub <input type="checkbox"/> Locking Safety Cover* | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)* | | <input checked="" type="checkbox"/> Number Remote Controls <u>2</u> |
| <input type="checkbox"/> Security Gate(s) | <input checked="" type="checkbox"/> Not Attached | | <input type="checkbox"/> Carport |
| Garage: <input type="checkbox"/> Attached | <input type="checkbox"/> Solar | | <input type="checkbox"/> Electric |
| Pool/Spa Heater: <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | | <input type="checkbox"/> Private Utility or Other _____ |
| Water Heater: <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Well | | |
| Water Supply: <input checked="" type="checkbox"/> City | <input type="checkbox"/> Bottled | | |
| Gas Supply: <input checked="" type="checkbox"/> Utility | <input type="checkbox"/> Window Security Bars <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* | | |
| <input type="checkbox"/> Window Screens | | | |

Exhaust Fan(s) in all bathrooms 220 Volt Wiring in _____ Fireplace(s) in LR & DR
 Gas Starter _____ Roof(s): Type: Composite shingle Age: 4 years old (approx.)
 Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see footnote on page 2)

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Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials (_____) (_____)
 Seller's Initials (me) (Ady)

Reviewed by _____
 Broker or Designee _____ Date _____



Property Address: 2943 Russell Street, Berkeley

Date: 5/5/03

B. Are you (Seller) aware of any significant defects/mafunctions in any of the following? yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roofs Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other [redacted]

(Describe: Living room bay window frames need repair. Water stain on LR ceiling near chimney recently repainted - stain from old leak & family room overhead windows leak briefly during initial rains. Dead branch in redwood tree behind house appears to be broken.

If any of the above is checked, explain. (Attach additional sheets if necessary): not recurring as far as we know.

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

- C. Are you (Seller) aware of any of the following:
1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ... Yes No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ... Yes No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property ... Yes No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ... Yes No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ... Yes No
 6. Fill (compacted or otherwise) on the property or any portion thereof ... Yes No
 7. Any settling from any cause, or slippage, sliding, or other soil problems ... Yes No
 8. Flooding, drainage or grading problems Basement and garage get damp in heavy rain ... Yes No
 9. Major damage to the property or any of the structures from fire, earthquake, floods or landslides ... rain ... Yes No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements ... Yes No
 11. Neighborhood noise problems or other nuisances ... Yes No
 12. CC&R's or other deed restrictions or obligations ... Yes No
 13. Homeowners' Association which has any authority over the subject property ... Yes No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ... Yes No
 15. Any notices of abatement or citations against the property ... Yes No
 16. Any lawsuits by or against the seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas, co-owned in undivided interest with others). ... Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): See attached insurance disclosure addendum.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Livingston Survivors Trust by Livingston Date 5/05/03

Seller Livingston Survivors Trust by Ann Livingston Date 5/05/03

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TDS-11 REVISED 10/01 (PAGE 2 OF 3)

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials () ()

Seller's Initials (ml) (dz)

Reviewed by _____

Broker or Designee _____ Date _____



Property Address: 2943 Russell St.

Date: 4-28-03

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

Agent notes no items for disclosure.
 Agent notes the following items: See attached Agents Addendum to TDS (one page)

Agent (Broker Representing Seller) BERKELEY HILLS RE. By [Signature] Date 4-28-03
(Please Print) (Associate-License or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Agent notes no items for disclosure.
 Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate-License or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ By _____ Date _____
(Associate-License or Broker Signature)
Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Associate-License or Broker Signature)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Reviewed by _____
Broker or Designee _____ Date _____



Agent's Addendum To Transfer Disclosure Statement

Property Address: 2943 Russell St., Berkeley

Agent is not a licensed contractor and has no special expertise in evaluating a property's physical condition. Buyers are urged to obtain all professional inspections they deem appropriate and to consult/inspect all appropriate city, governmental, agency or other departments or files. Precise property lines and the precise location of improvements and possible encroachments cannot be determined without a survey. Square footage is often quoted from the public tax records but is not verified by agents making or obtaining actual measurements and may not be accurate. Berkeley Hills Realty makes no representations as to the accuracy of property lines, square footage, or the possibility of encroachments. Trees, particularly large ones, can require ongoing care and maintenance and can create hazards during stormy conditions or high winds. In recent years various types of fungus and tree diseases have caused trees of several species to die in California. School districts and particular schools are often overcrowded, and boundary lines and methods of assigning students change. Buyers should verify all information regarding schools directly with the appropriate school districts. Berkeley and Oakland rent and eviction control ordinances are in place and are exceedingly complex. Parties affected by these measures are strongly advised to consult with the appropriate agency, advisor, attorney, etc.

Stain on ceiling in upper hallway. The toilets are a type that can overflow if tank plumbing does not shut off properly. Miscellaneous cracks in interior plaster, basement floors, exterior stucco and concrete. Portions of the basement floors are concrete and other portions are dirt. Some moisture evident in basement. There are some marks and scratches to wood floor in northwest bedroom. Some unevenness/settlement in floors. Rear fence is leaning. The front gate swings outward and could obstruct the sidewalk.

RECEIVED AND READ
NUMBER OF PAGES 1

NAME _____ DATE _____

NAME _____ DATE _____

Berkeley Hills Realty by Pete Dan Date 4-28-03

Cooperating Agent _____ Date _____

Buyer
Livingston Survivor Trust by
M. Livingston
Seller

Buyer
Livingston Survivor Trust
by Ann Livingston
Seller

Date
5/5/03
Date

Sellers' Insurance Disclosure Addendum

As per the California Residential Purchase Agreement (RPA-CA), paragraph 7, "Conditions Affecting Property": Item 7.B. "Seller shall, within the time specified in paragraph 14, disclose known material facts and defects affecting the property, including known insurance claims within the past five years."

In June 2002 a toilet in an upstairs bathroom overflowed while the owner was away. Water flooded part of the upstairs hall, the left area, the kitchen and dining room. Water also came through kitchen ceiling and downstairs bathroom ceiling. An insurance claim was filed. The house was thoroughly dried out by a water damage abatement contractor approved by the insurance company. Thereafter a mold specialist was called in and found a small amount in the family room, which was abated by a licensed contractor. The mold specialist then issued a clean mold report (copy attached). Kitchen and downstairs bathroom ceilings were re-sheetrocked. In the upstairs bathroom, new tile was installed on the floor. Kitchen counter was retiled and a new range installed. Dining room repainted and new wallpaper hung. Floors throughout the house, except for the bedrooms, were just refinished in February 2003 by Tulip Floors.

RECEIVED AND READ
NUMBER OF PAGES 1

NAME _____ DATE _____

NAME _____ DATE _____

~~Livingston~~ Survivors Trust by
Ann Livingston, trustee Date 5/1/03

Buyer _____ Date _____

Livingston Survivors Trust 5/1/03
by Livingston
Seller _____ Date _____

Buyer _____ Date _____

MONTE STOTT AND ASSOCIATES, INC.
Consulting Engineers

5 May, 2003

Mr. Peter Damm
Berkeley Hills Realty
1714 Solano Ave.
Berkeley CA 94707
Fax (510) 525-7799

Project: 2943 RUSSELL STREET
BERKELEY CA

Dear Mr. Damm:

Please find enclosed several sets of drawings and calculations for the proposed voluntary strengthening and foundation repairs for the subject property. I have not addressed the undersized attic/roof framing. Although I agree with the general inspector that the existing attic and roof framing is not in conformance with current standards, it is my opinion that this framing has performed satisfactorily to date and does not warrant strengthening at this time.

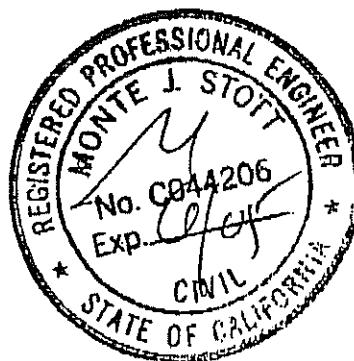
Please don't hesitate to give me a call with any questions or concerns regarding this property.

Very truly yours,

Monte Stott, P.E.

RECEIVED AND READ
NUMBER OF PAGES 1

NAME _____ DATE _____
NAME _____ DATE _____



J. DAVID FORD
General Contractor - Lic. #348772
2342 Shattuck Ave. #372
Berkeley, CA 94704
Phone: 510-251-9076/ Fax: 510-251-9551

May 5, 2003

Mr. Peter Damm
Berkeley Hills Realty
By Facsimile

RE: 2943 Russell, Berkeley, CA

Dear Mr. Damm:

Pursuant to your request, I accompanied Monte Stott, P.E., on two site visits at the property located at 2943 Russell Street, Berkeley, CA. Following the 2nd site visit, Mr. Stott prepared plans and specifications for areas of foundation repair and voluntary strengthening.

I have reviewed the engineer's plans dated April 2003, Job No. 03073. I propose to do the work specified in the plans for \$66,200.00. This price includes permit and permit processing with the City Building Department. If you have any questions, or desire further information, please feel free to contact me.

Sincerely,

J. David Ford

RECEIVED AND READ
NUMBER OF PAGES 1
NAME _____ DATE _____
NAME _____ DATE _____

03/20/2003 02:03 510549325

RECO INSPECTION REPORT

Shel Harris Energy Conservation
1943 Haste Street Berkeley, CA 94704
(510) 549-3290

AFFILIATED WITH: American Synergy
Hayward, CA 94543
LIC# 492920

RECEIVED AND READ
NUMBER OF PAGES _____

Address 2943 RUSSELL
Owner/Agent ANN LIVINGSTON

NAME _____ DATE _____
NAME _____ DATE _____

Artic. <u>ADD BROWN-TC CELLULOSE TO EXISTING FOR R-30</u>	\$ <u>1224</u>
<u>TOTAL 1440 @ \$.85 PER</u>	
<u>* KNOB & TUBE WIRING</u>	
Weather-Stripping <u>4 AIR DOORS FULL TWIN / SET FRENCH</u>	\$ <u>440</u>
<u>(WITH AUTO SWEEP AND W/SPRING BRONZE</u>	
<u>REFIT AS NEEDED</u>	
Heating <u>90+ FURN. W/ INSULATED DUCTS</u>	\$ <u>OK</u>
Hot Water <u>DRILL RUND DEMAND HTR W/ INS. PIPES</u>	\$ <u>OK</u>
Shower Heads <u>2.5 G.P.M</u>	\$ <u>OK</u>
Water Conservation:	
<u>Toilet @ \$</u>	<u>OK</u>
<u>1 Faucet @ \$10 = \$10</u>	\$ <u>10</u>

TOTAL BID \$ 1674

ADDITIONAL COSTS/ESTIMATED:

Preliminary Inspection Fee	\$ <u>90</u> - PAID
Filing Fee \$ <u>15</u>	\$ <u>15</u>
Compliance Inspection \$ <u>45</u>	\$ <u>45</u>
Fireplace <u>ONE NEWS DAMPER (DVR)</u>	\$ <u>225-315</u> - SEE
* Knob & Tube Wiring Inspection <u>NEEDED</u>	\$ <u>100-250</u> CHLSEA BID.

TOTAL RECO EXPENSE \$ 2149
TO 2449

TERMS AND CONDITIONS:

- 1). Cash payment upon completion of work; payment can be made from escrow funds pending sale.
- 2). All labor is guaranteed for one year after date of installation. Materials are warranted for three years. (See individual manufacturer's warranty.) Adequate insurance is normally provided for the life of the structure.
- 3). Quote valid for 45 days. All prices include sales tax.

QUOTATION BY: Shel Harris DATE: May 19, 03

STRUCTURAL CALCULATIONS

FOR :

FOUNDATION REPAIR
AND
VOLUNTARY STRENGTHENING
2943 RUSSELL STREET
BERKELEY, CA

DATE: April 16, 2003

JOB NUMBER:

03073



RECEIVED AND READ

NUMBER OF PAGES 8

NAME _____

DATE _____

NAME _____

DATE _____

MONTE STOTT & ASSOCIATES, INC.
2169 FOLSOM STREET
SAN FRANCISCO, CA 94110
(415) 436-0121

ARCHITECT: N/A

SOILS ENGINEER: N/A

GOVERNING CODE: UNIFORM BUILDING CODE – 1997 EDITION

DESIGN DATA:

CONCRETE:

FOOTINGS: 2500 PSI

SLAB: 2000 PSI

COLUMNS: n.a. PSI

BEAMS: n.a. PSI

OTHER: 2000 PSI

WOOD: STRUCTURAL LUMBER: AS PER NATIONAL DESIGN SPECIFICATIONS (LATEST EDITION).

STEEL: STRUCTURAL STEEL SHAPES: A36

REINFORCEMENT: GRADE 40 FOR #4 BARS OR SMALLER
GRADE 60 FOR #5 BARS OR LARGER

BOLTS: A307

DESIGN LIVE LOADS

ROOF: Roof Slope > 4 : 12 L.L. = 16 psf
 Roof Slope < 4 : 12 L.L. = 20 psf

FLOOR: =40 psf

WIND: $P = CeCqQsI$ Where $Ce = 0.62$ (exposure "B")
 $Cq = 1.3$
 $Qs = 12.6$ (70 mph wind)
 $I = 1.0$

DESIGN DEAD LOADS

ROOF:		JOIST (psf)	BEAMS (psf)	E.Q. (psf)
	Roofing (comp. shingles)	6.0	6.0	6.0
	Sheathing	1.8	1.8	1.8
	Joists/ Trusses	2.0	2.0	2.0
	Beams	-	2.0	2.0
	Ceiling	4.0	4.0	4.0
	Insulation/ Mechanical	1.2	1.2	1.2
	Misc.	1.0	1.0	1.0
	Walls	-	-	4.0
TOTAL		16.0 psf	18.0 psf	22.0 psf
FLOOR:				
	Flooring Material	2.0 psf	2.0 psf	2.0 psf
	Plywood Sheathing	2.5	2.5	2.5
	Floor Joists	3.5	3.5	3.5
	Beams	-	2.0	2.0
	Ceiling	3.0	3.0	3.0
	Mechanical/ Electrical	2.0	2.0	2.0
	Misc.	1.0	2.0	2.0
	Walls	-	-	6.0
TOTAL		14.0 psf	17.0 psf	23.0 psf
EXTERIOR WALL:				
	Finish Material (wood siding)		3.0 psf	
	Studs/ Plates		1.5	
	Insulation		1.0	
	Gypsum Board		3.0	
	Misc.		1.5	
TOTAL			10.0 psf	

DATE _____

PROJECT _____

BY _____

SUBJECT _____

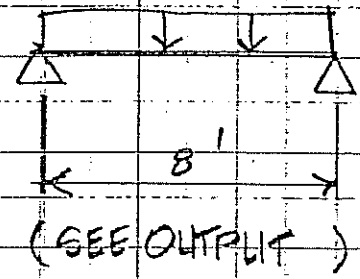
DESIGN FB1

Floor

$WDL = 6.5(17) = 111 \text{ p/K}$

$WU = 6.5(40) = 260 \text{ p/K}$

USE #8 (K.D.)



DESIGN FB2

ROW 2 FL 1 FL

WELL

$WDL = 8(18) + 8(17) + 8(17) = 716 + 20(12) = 656 \text{ p/K}$

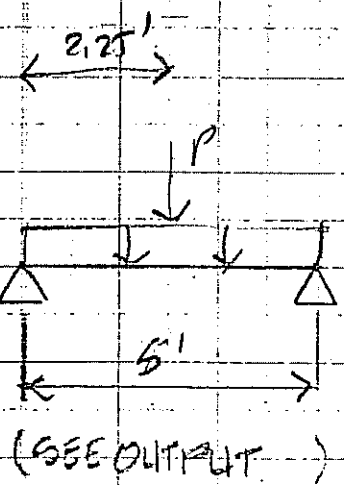
$WU = 8(20) + 8(40) + 8(40) = 800 \text{ p/K}$

FB1

$P_{OL} = 444 \text{ \#}$

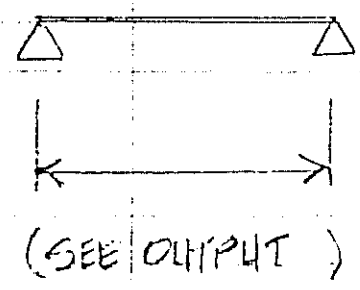
$P_{U} = 1040 \text{ \#}$

USE PLATE $3\frac{1}{2} \times 9\frac{1}{2}$



DESIGN

USE



MONTE STOTT AND ASSOCIATE
 these five lines, use the SETTINGS
 main menu selection, choose the
 Printing & Title Block tab, and ent
 your title block information.

Title :
 Dsgnr:
 Description :

Job #
 Date: 1:23PM, 5 MAY 03

Scope :

Rev: 550100
 User: RW-0601740, Ver 5.5.0, 25-Sep-2001
 (c)1983-2001 ENERCALC Engineering Software

Timber Beam & Joist

Page 1

c:\my documents\enercalc docs\russell.ecw:Cal

Description FB1...

Timber Member Information

Calculations are designed to 1997 NDS and 1997 UBC Requirements

	FB 1	FB 2
Timber Section	4x8	Prllm: 3.5
Beam Width	in 3.500	3.500
Beam Depth	in 7.250	9.500
Le: Unbraced Length	ft 0.00	0.00
Timber Grade	is Fir - Larch, Joist - MacMil	
Fb - Basic Allow	psi 1,000.0	2,900.0
Fv - Basic Allow	psi 95.0	290.0
Elastic Modulus	ksi 1,700.0	2,000.0
Load Duration Factor	1.000	1.000
Member Type	Sawn	Manuf/Pine
Repetitive Status	No	No

Center Span Data

Span	ft	8.00	5.00
Dead Load	#/ft	111.00	656.00
Live Load	#/ft	260.00	800.00
Point #1 DL	lbs		444.00
LL	lbs		1,040.00
@ X	ft		2.250

Results

Ratio = 0.8297 0.5165

Mmax @ Center	in-k	35.62	76.05
@ X =	ft	4.00	2.26
fb : Actual	psi	1,161.6	1,444.6
Fb : Allowable	psi	1,400.0	2,900.0
		Bending OK	Bending OK
fv : Actual	psi	75.1	149.8
Fv : Allowable	psi	95.0	290.0
		Shear OK	Shear OK

Reactions

@ Left End DL	lbs	444.00	1,884.20
LL	lbs	1,040.00	2,572.00
Max. DL+LL	lbs	1,484.00	4,456.20
@ Right End DL	lbs	444.00	1,839.80
LL	lbs	1,040.00	2,468.00
Max. DL+LL	lbs	1,484.00	4,307.80

Deflections

Ratio OK Deflection OK

Center DL Defl	in	-0.054	-0.022
L/Defl Ratio		1,773.2	2,680.7
Center LL Defl	in	-0.127	-0.032
L/Defl Ratio		757.0	1,891.6
Center Total Defl	in	-0.181	-0.054
Location	ft	4.000	2.480
L/Defl Ratio		530.5	1,109.0

PROJECT: _____

SUBJECT: _____

DATE: _____ BY : _____

RETAINING WALL DESIGN

> DESCRIPTION : RETAINING WALL DETAIL A/S1

> DESIGN DATA

Soil Bearing Press = 1,000 psf		FOOTING :
Active Fluid Press = 70 pcf		Ftg/Soil Friction = 0.35
Passive Pressure = 300 pcf		f'c - Concrete = 2,500 psi
Soil Density = 115 pcf		Fy - Reinforcement = 40,000 psi

WALL DESIGNED AS UNDRAINED

> WALL LOADING CONDITIONS

Slope of Backfill = 0 : 1 (horiz:vert, 0=Level)		Design Fluid Pressure = 70.0 pcf (Corrected for Slope)
Surcharge over Toe = 0 psf		Surcharge over Heel = 0 psf
Shall Surcharge be used in Resisting Moment? Y=1, N=0 --> 0 <--		
Soil Ht over Toe = 0 in		Axial Load on Stem = 0 plf
Wall Ht above Soil = 0 ft		Load @ Wall Above Soil = 0 psf
ADJACENT FOOTING LOAD :		
Footing Load = 0 plf		Width of Footing = 0 ft
Spread Footing ?		Ftg. Dist. from Wall = 0 ft
Y=1, N=0 : --> 0		Depth of Bearing Below Soil @ Rear F.O.W. = 0 ft
UNIFORM LOAD (Added) = 0 plf		Bottom Above T.O.F. = 0.00 ft
		Top Above T.O.F. = 0.00 ft

WALL & FOOTING GEOMETRY

> RETAINED HEIGHT = 3 ft (above T.O.F.)		> Footing Thickness = 12 in
		> Key Depth = 12 in
> Toe Width = 2 ft		> Key Width = 8 in
Stem Width = 0.67 ft		> Toe / Key Dist. = 0 ft
> Heel Width = 0 ft		

FOOTING WIDTH = 2.67 ft		

- STABILITY SUMMARY -

SOIL PRESSURE @ TOE	=	821 psf	:	1,000	= Allow
SOIL PRESSURE @ HEEL	=	0 psf			
FACTOR OF SAFETY : Overturning	=	1.65	>	1.5,	--> OK
FACTOR OF SAFETY : Sliding	=	1.57	>	1.5,	--> OK
ONE-WAY SHEAR AT TOE SIDE OF STEM	=	<		1	> OK
ONE-WAY SHEAR AT HEEL SIDE OF STEM	=	<		ERR	ERR

STABILITY CHECK

> NOTE: Should 1/3 of Active Pressure be used as Vertical Pressure at rear face of stem? Y=1, N = 0 --->> 0
 OVERTURNING MOMENT = 747 ft-#
 RESISTING MOMENT = 1,233 ft-# MAX. LATERAL FORCE = 560 #
 FACTOR OF SAFETY : Overturning --> 1.65

SLIDING CHECK

Max. Lateral Force = 560 # > Ht. of Soil to Neglect = 0.00 in
 Max. Resis. Force = 880 # Passive Pressure = 600 #
 F.S. : Sliding = 1.57 Friction Pressure = 280 #

SOIL PRESSURE

Eccentricity from CL = 0.68 ft Kern Distance = 0.44 ft

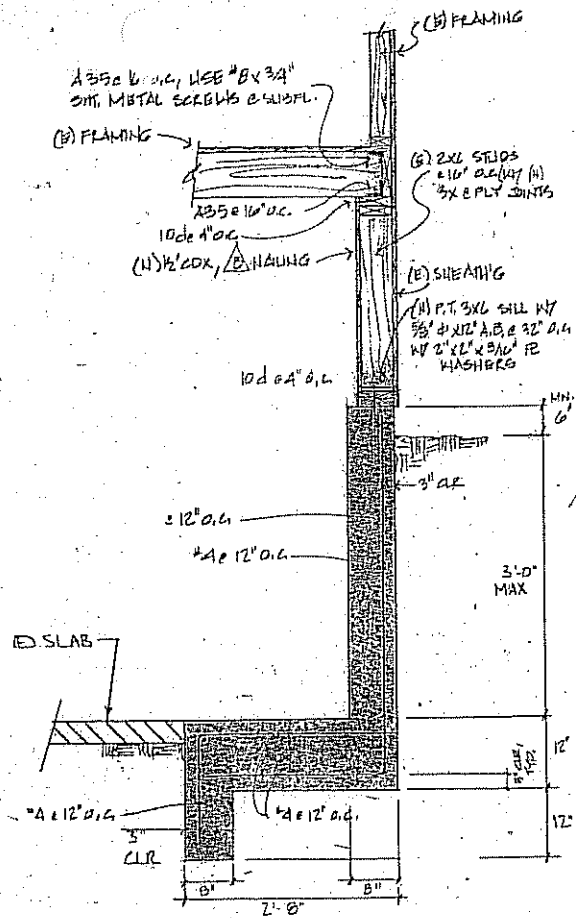
	UN-FACTORED	FACTORED
> SOIL PRESSURE @ TOE	821 psf	1,395 psf
> SOIL PRESSURE @ HEEL	0 psf	0 psf

TOE DESIGN

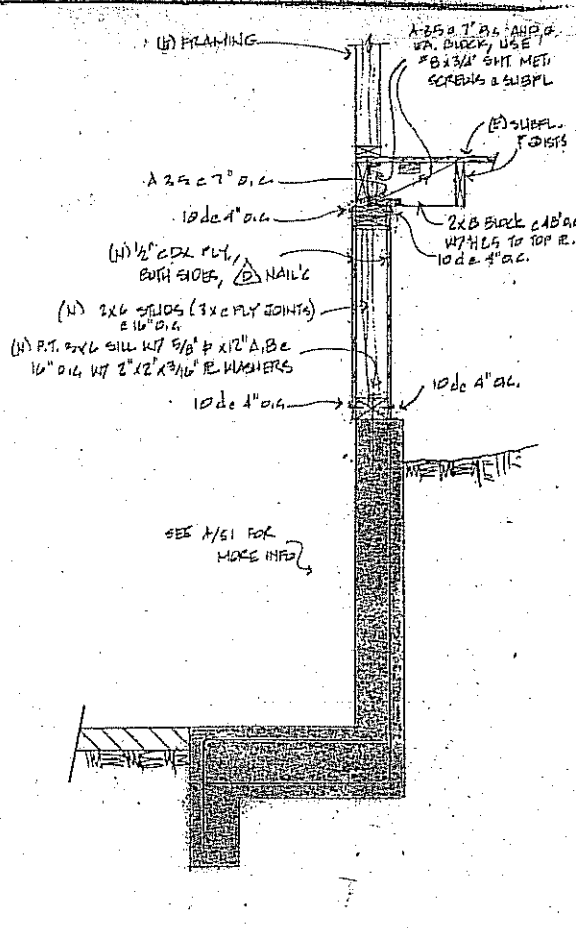
Mu'' = Upward = 1836 ft-# Mu : DESIGN MOMENT = 1430 ft-#
 Mu' = Downward = 406 ft-#
 > % Steel Minimum = 0.0012 Rebar Cover = 3.5 in
 As : Required = 0.056 in^2/ft d = Thk-Cover = 8.50 in
 As : Provided = 0.122 in^2/ft 'm' = 18.82
 R-u = 21.99 psi
 One Way Shear: Try: #4 @ 19.5 " #7 @ 58.5 "
 Fv = 2*(f'c^.5) = 100.00 psi #5 @ 30.5 " #8 @ 77.5 "
 Actual Shear / Phi = 16.09 psi #6 @ 43.5 " #9 @ 98.5 "

HEEL DESIGN

> Neglect Upward Soil Pressure? Y=1,N=0 --> 0
 Mu'' = Downward = ERR ft-# Mu : DESIGN MOMENT = ERR ft-#
 Mu' = Upward = ERR ft-#
 > % Steel Minimum = 0.0012 Rebar Cover = 2
 As : Required = ERR in^2/ft d = Thk-Cover = NA in
 As : Provided = ERR in^2/ft 'm' = NA
 R-u = NA psi
 One Way Shear: Try: #4 @ ERR " #7 @ ERR "
 Fv = 2*(f'c^.5) = NA psi #5 @ ERR " #8 @ ERR "
 Actual Shear / Phi = ERR psi #6 @ ERR " #9 @ ERR "

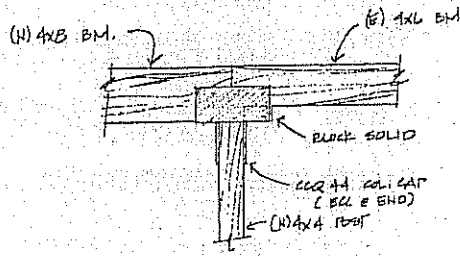


(A) FOUNDATION DETAIL
3/4" = 1'-0"



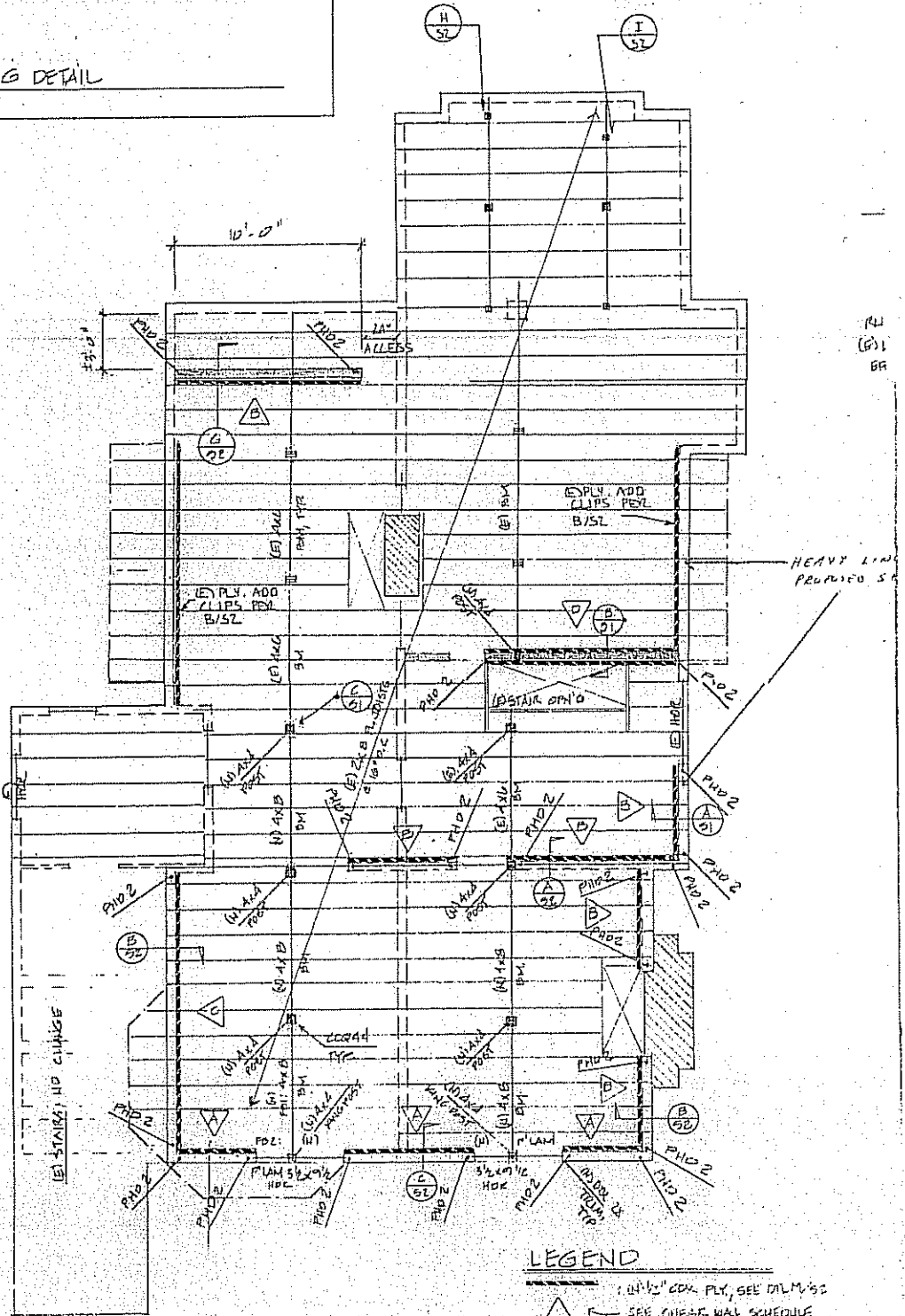
(B) FOUNDATION DETAIL w/ 00 FRAM'G.
3/4" = 1'-0"

RECEIVED AND READ 3
 NUMBER OF PAGES _____
 NAME _____ DATE _____
 NAME _____ DATE _____



DO NOT REMOVE!

(C) FRAMING DETAIL
5/1 1 1/4" 0"



LEGEND

- 1 1/2" COX. PLY, SEE DLM'S
- SEE SHEET WALL SCHEDULE FOR NAILING

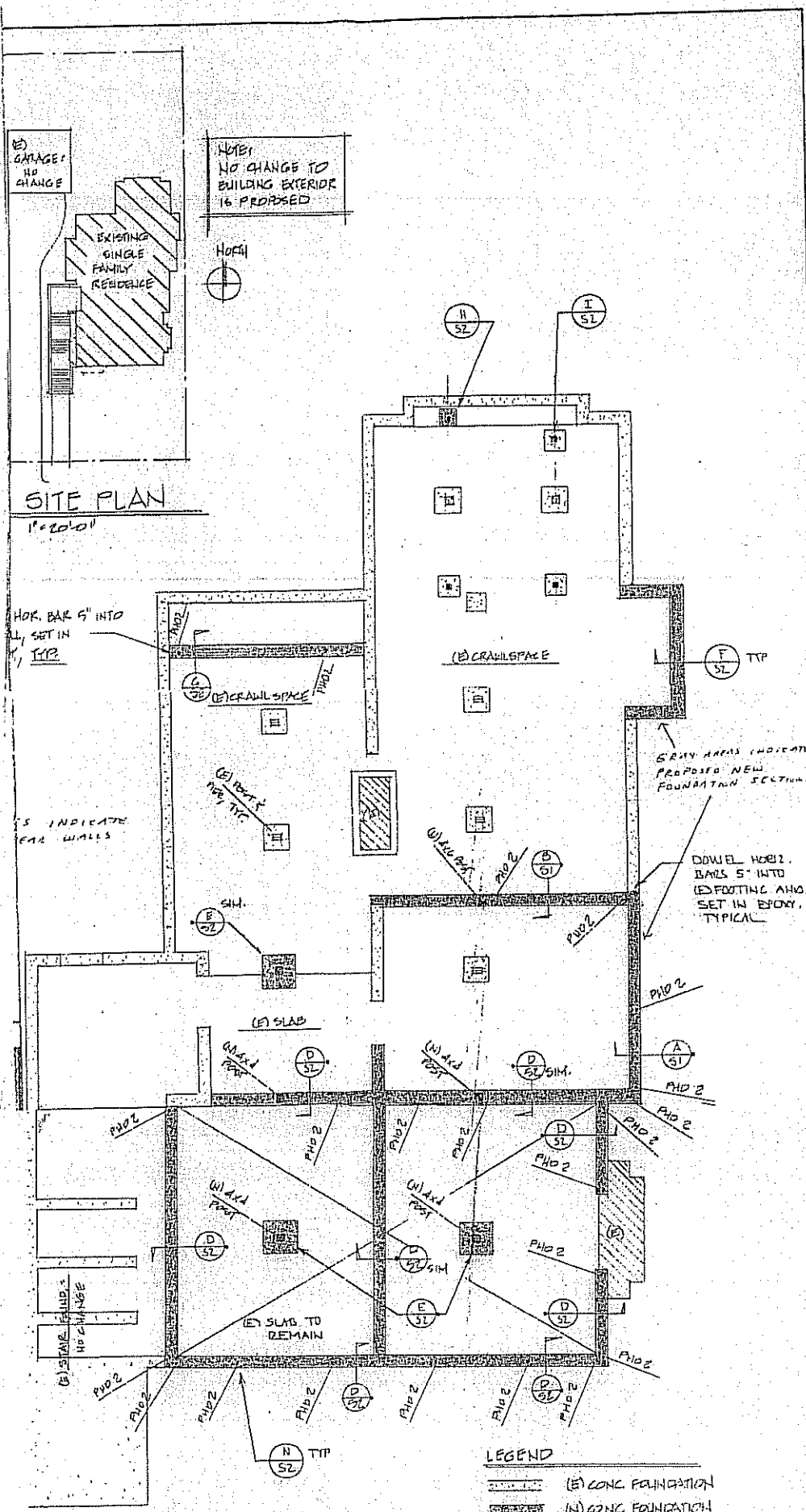
FIRST FLOOR FRAMING PLAN

1/4" 1/4" 0"

4

REVISIONS	BY

MONTE STOTT AND ASSOCIATES, INC.
 Consulting Engineers
 2165 FOLSOM STREET, # 402
 SAN FRANCISCO, CA 94110
 Tel: (415) 441-1111
 Fax: (415) 448-0130



SITE PLAN
 1" = 20' 0"

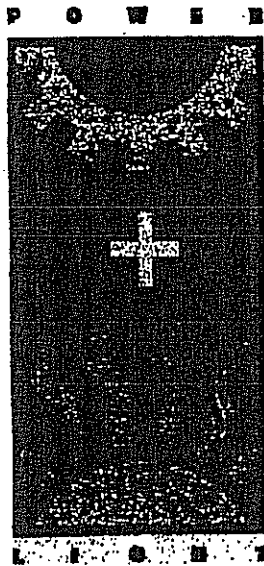
FOUNDATION PLAN
 1/4" = 1' 0"

LEGEND
 (E) CONC FOUNDATION
 (N) CONC FOUNDATION

FOUNDATION REPAIR AND
 VOLUNTARY STRENGTHENING
 2943 RUSSELL STREET
 BERKELEY, CA.



Date	APR 03
Scale	AS NOTED
Drawn	MJD
Job	03073
Sheet	SI
Of	Sheets



POWER + LIGHT proposal 4/17/03 1 of 1

to: Peter Damm
 Berkeley Hills

o: 524-9888 x13

t: 525-7799

re: 2943 Russell St.
 Livingston Residence
 Correction of
 Electrical Hazards and
 Code Violations

Based on a brief examination of the property, P+L recommends the following corrections and improvements, and agrees to furnish labor, materials and equipment as required to perform the electrical installations, as specified below:

1. **125A 120/240V Service Replacement**, including Code required Grounding and Bonding; Permit and Inspection fees. Existing main FPE eliminated. 1495.00
2. **Basement Sub-panel**: Eliminate existing FPE panel and transfer all overcurrent protection functions to new breaker panel in same location. 685.00
3. **Sub-space**: Correction of corroded and unsupported cables. 95.00
4. **Closet lights**: Replace 2 existing fixtures with fluorescent. 185.00
5. **GFI's**: Replace existing outlets with GFI receptacles, as per NEC requirements. 140.00
6. **Concealed & unknown conditions**: No comprehensive survey was performed, and the only defects observed were addressed above. If, during the course of the installation, unforeseen conditions requiring correction are discovered, the Owner will be notified, and, at his or her request, those repairs performed at a fair and equitable additional cost.
7. **Damage & Repairs**: Where penetrations are required in walls, ceilings and other surfaces, P+L will perform a rough patch, only. All painting & other finish repairs, by others.
8. **TOTAL:** 2600.00

Due, in full, upon completion of electrical work.

9. **Note:** An additional connection fee may be assessed by PG&E and billed to the customer directly.

RECEIVED AND READ
NUMBER OF PAGES

NAME DATE

NAME DATE

INSPECTION REPORT

Customer MS. M. LIVINGSTON
 Address 2943 RUSSELL
 City BERKELEY
 Phone _____
 Date 4/16/03

① of ②

THE CHELSEA CO.

FOR ALL YOUR FIREPLACE AND CHIMNEY NEEDS

BONDED & INSURED
 CONT. LIC. #691812

PAUL GOODACRE
 (510) 597-0333

DINING ROOM SYSTEM :-

ABOVE THE ROOF :- The column above the roof is inside a stuccoed enclosure. The original masonry column cannot be seen. The enclosure is in good condition. A combination spark-arrestor/raincap/chimneytop covers the entire top of the enclosure - the center section was removed to permit inspection of the flue interior. (See below.)

The column contains 3 terra-cotta lined 8" square flues: the center

flue appears to vent the fireplace: the two outside flues are apparently no longer in use. The fireplace flue is dirty, + is missing one section of liner approx 7' below top - this is a non-conforming condition, is not a fire hazard in normal use + cannot easily be rectified. ATTIC :- The column in the attic is in good condition.

FIREPLACE :- The firebox is in poor condition with deteriorated + eroded mortar + loose bricks. The smoke chamber is in good condition - there is no damper. The facing + hearth are in good condition and of conforming size.

BASEMENT :- The exposed column, sub-hearth + foundation at the column are in good condition. There is an opening in column to R. where utility vented.

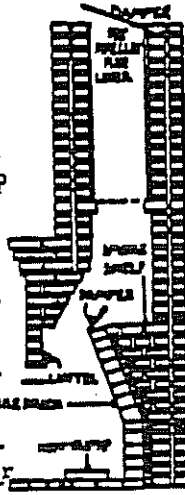
SYSTEM EVALUATION

CHIMNEY

- Brickwork
- Mortar
- Flue tiles
- Crown Wash
- Spark/raincap

FIREPLACE

- Hearth
- Firebox
- Facing
- Damper
- Smoke chamber



	Satisfactory	Unsatisfactory	Not Applicable
Brickwork	✓	SEE	
Mortar	✓	NOTES	
Flue tiles	✓		
Crown Wash	✓		
Spark/raincap	✓		
Hearth	✓		
Firebox	✓	✓	
Facing	✓		
Damper	NO DAMPER		
Smoke chamber	✓		

RECOMMEND :-

- ① Rebuild firebox \$ 1,075 00
 - ② Supply/install chimneytop damper (to meet Berkeley R.E.C.O.) \$ 295 00
 - ③ Sweep chimney \$ 125 00
 - ④ Brick up disused utility vent hole in basement \$ 65 00
- \$ 1,560 00**

NOTE :- column cannot be seen behind 1st + 2nd floor walls: see #5 at bottom.

RECEIVED AND READ

NUMBER OF PAGES 2

PLEASE NOTE:

1. Fireplace draw cannot be tested as part of this inspection.
2. Estimates are good for sixty (60) days.
3. Payment becomes due upon completion of job.
4. Our observations, conclusions, and summary have been performed using that degree of care and skill ordinarily exercised by reputable chimney professionals under similar circumstances practicing in this area.
5. This inspection report is based on a visual evaluation. No guarantee is implied regarding hidden damage, improper use, or shifting or changing soil conditions.
6. All masonry structures are likely to sustain damage or even collapse in seismic activity.
7. We recommend regular inspection and servicing by a professional.

NAME _____

DATE _____

NAME _____

DATE _____

INSPECTION REPORT

Customer Ms M. LIVINGSTON
 Address 2943 RUSSELL
 City BERKELEY
 Phone _____
 Date 4/16/03

② of ②

THE CHELSEA CO.

FOR ALL YOUR FIREPLACE AND CHIMNEY NEEDS

BONDED & INSURED
 CONT. LIC. #691812

PAUL GOODACRE
 (510) 597-0333

LIVING ROOM SYSTEM :-

CHIMNEY COLUMN :- The entire masonry column within the living room fireplace is enclosed in a stuccoed box. At the top is a combination spook-cornestor/rain-cap/chimney-paw. The center section was removed to permit inspection of the flue interior, which is 9" x 13" terra-cotta lined + in good condition. No part of the original masonry column can be seen except for one exposed face in basement.

FIREPLACE :- The fireplace back wall is in poor condition with deteriorated + eroded mortar joints. Side walls are adequate. There is a damper which closes, but does not open properly because arched lintel bar + supported masonry in smoke chamber has slumped approx 1 1/2" on left, blocking damper. It is not possible to see if any cracks have opened that could be hazardous as a result of slumping.

Facing has settled approx 1/2" from left to right. Hearth has settled. Column has rotated slightly away from house (see separation from floor in basement). Sub-hearth cannot be seen because of panel installed beneath it.

SYSTEM EVALUATION

CHIMNEY

- Brickwork
- Mortar
- Flue tiles
- Crown Wash
- Spark/raincap

FIREPLACE

- Hearth
- Firebox
- Facing
- Damper
- Smoke chamber



	Satisfactory	Unsatisfactory	Not Applicable
Brickwork		CANNOT SEE	
Mortar	✓		
Flue tiles	✓		
Crown Wash	✓		
Spark/raincap			
Hearth	SETTLED		
Firebox	✓		
Facing	SETTLED		
Damper	SEE NOTES		
Smoke chamber		✓*	

RECOMMEND

① Demo back wall of fireplace to permit further inspection of smoke-chamber area + assessment of damage caused by slumping lintel bar. Does not include rebuild back wall, nor repairs that may be needed. \$275.00

② NOTE :- Damper closes as per Berkeley R.E.C.O. requirement, but does not open completely.

\$190 fee for 2 fireplace + chimney inspections received with thanks.
 P. Goodacre.

* Recommend do not use as is. *

PLEASE NOTE:

1. Fireplace draw cannot be tested as part of this inspection.
2. Estimates are good for sixty (60) days.
3. Payment becomes due upon completion of job.
4. Our observations, conclusions, and summary have been performed using that degree of care and skill ordinarily exercised by reputable chimney professionals under similar circumstances practicing in this area.
5. This inspection report is based on a visual evaluation. No guarantee is implied regarding hidden damage, improper use, or shifting or changing soil conditions.
6. All masonry structures are likely to sustain damage or even collapse in seismic activity.
7. We recommend regular inspection and servicing by a professional.

Proposal



SUPERIOR PLUMBING & HEATING

CA LICENSE #497049
 3415 Morningside Drive
 RICHMOND, CA 94803
 510-223-6246 FAX 510-223-5561



PROPOSAL SUBMITTED TO <i>Pan Livingston</i>	PHONE	DATE <i>4-8-03</i>
STREET <i>2943 Russell St.</i>	JOB NAME	
CITY, STATE and ZIP CODE <i>Berkeley, CA</i>	JOB LOCATION	
ARCHITECT	DATE OF PLUMB	JOB PRICE
	<i>Fax 530-1681</i>	

We hereby submit specifications and estimate for:
Cost to Remove old flue pipe and replace with 6" Double-wall flue pipe from water heater out the side of house up the side + above roof.

Parts & Labor
\$ 1,928.48

Proposal

RECEIVED AND READ
 NUMBER OF PAGES 1

NAME _____ DATE _____
 NAME _____ DATE _____

JOB LENGTH _____ NO. OF TECHNICIANS _____
 For Proposal hereby to furnish material and labor — complete in accordance with above specifications, for the sum of _____ dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be received only upon written orders, and will become an order charged over and above the estimate. All expenses for travel, meals, materials or delays beyond our control. Overtime is extra fee, holidays and other necessary expenses. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *[Signature]*
 Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as defined above.

Date of Acceptance: _____ Signature _____

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

This is an inspection report only - not a Notice of Completion.
ADDRESS OF PROPERTY INSPECTED

BUILDING NO. 2943	STREET RUSSELL STREET	CITY BERKELEY	ZIP 94705	COUNTY CODE 1	DATE OF INSPECTION 04/09/03	NUMBER OF PAGES 6
----------------------	--------------------------	------------------	--------------	------------------	--------------------------------	----------------------

LIVE OAK STRUCTURAL, INC.
801 Camella Street #B
Berkeley, California 94710
(510) 524-7101

Affix stamp here on Board copy only
A LICENSED PEST CONTROL OPERATOR IS AN EXPERT IN HIS FIELD. ANY QUESTIONS RELATIVE TO THIS REPORT SHOULD BE REFERRED TO HIM.

REGISTRATION # PR2353	REPORT # 003067	WL	STAMP #	ESCRDW #
-----------------------	-----------------	----	---------	----------

Ordered by: Ann Livingston, 270 Rishell Dr., Oakland, CA 94619

Report Sent to: Ann Livingston, 270 Rishell Dr., Oakland, CA 94619

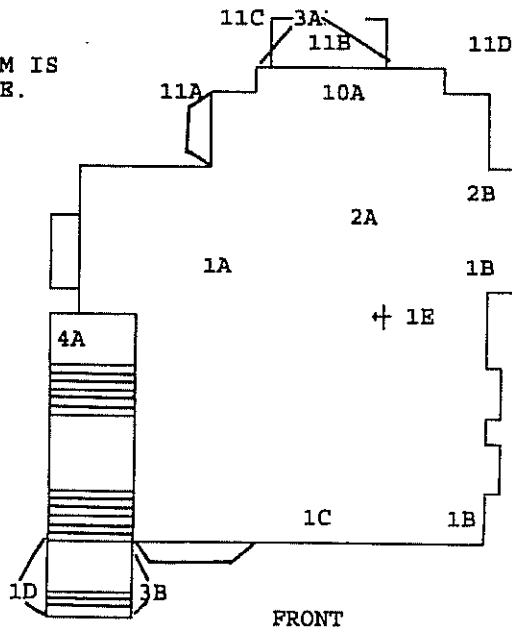
Property Owner: Ann Livingston, 270 Rishell Dr., Berkeley, CA 94619

Party in Interest: _____

ORIGINAL REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	* REINSPECTION REPORT <input type="checkbox"/>	* ORIGINAL STAMP #	DATE	SOOTY BLEB	EXCESSIVE MOISTURE	CELLULOSE DEBRIS	FULTY GRADE LEVELS	EARTH WOOD CONTACT	DAMPWOOD TERMITES	OTHER WOOD PESTS	FUNGUS OR DRY ROT	DRYWOOD TERMITES	SUBSTRATE AN TERMITES	FURTHER INSPECTION	NOT INSPECTED	INACCESSIBLE AREAS	
General Description: <u>Two story wood-frame stucco exterior with a half basement on a rear-to-front downsloped lot.</u>																			
Inspection Tags Posted: <u>Subarea framing.</u>																			
Other Inspection Tags: <u>LOS 2/6/91.</u>																			
1. SUBSTRUCTURE AREA																			
2. STALL SHOWER																			
3. FOUNDATIONS																			
4. PORCHES ... STEPS																			
5. VENTILATION																			
6. ABUTMENTS																			
7. ATTIC SPACES																			
8. GARAGES																			
9. DECKS ... PATIOS																			
10. OTHER ... INTERIOR																			
11. OTHER ... EXTERIOR																			

DIAGRAM AND EXPLANATION OF FINDINGS (This report is limited to structure or structures shown on diagram)

NOTE: THIS DIAGRAM IS NOT TO SCALE.



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NUMBER OF PAGES 7

NAME _____ DATE _____

NAME _____ DATE _____

Inspected by Will Linville License No. FR2B517 Signature Will Linville

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceding two years upon payment of a \$2.00 search fee to: The Structural Pest Control Board, 1422 Howe Avenue, Suite 3, Sacramento, California 95825-3280.
NOTE: Questions or problems concerning the above report should be directed to the manager of this company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (213) 887-7838, (415) 557-9114, or (916) 283-2533.

ADDRESS OF
PROPERTY

INSPECTED

2943

RUSSELL STREET

BERKLEY

BUILDING NO.

STREET

CITY

04/09/03

003067 WL

STAMP NO.

DATE OF INSPECTION

CO. REPORT NO.

AREAS NOT INSPECTED - PLEASE READ

This is a report of an inspection for wood-destroying pests and organisms in an unfurnished, vacant, single-family structure. The detached garage was not included in this inspection.

What is a Wood-Destroying Pests and Organisms Inspection Report?

IMPORTANT: Please read the following explanation. It explains the scope and limitations of a structural pest control inspection and a Wood Destroying Pests and Organisms Inspection Report.

A Wood-Destroying Pests and Organisms Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood-Destroying Pests and Organisms Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, heating, air conditioning, or other defects that do not pertain to wood-destroying organisms. A Wood-Destroying Pests and Organisms Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either the inspector or the company issuing the report. Please consult with a home inspector for information on such matters.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, stall showers over finished ceilings, enclosed bay windows, buttresses, areas concealed by carpeting, built-in appliances, or cabinet work and areas to which there is no access without defacing or tearing out lumber, masonry, or finished work. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at additional cost.

In the event damage is found to extend further than outlined in any of the items listed on this report during the course of the repairs by LIVE OAK STRUCTURAL, we will issue a supplemental report with findings and recommendations for repairs at additional costs. LIVE OAK STRUCTURAL, INC. will not be responsible for any damage more extensive than outlined, if others perform the repairs.

GUARANTEE:

All work performed by LIVE OAK STRUCTURAL, INC. is guaranteed for one year from the date of completion with the following exceptions: plumbing, grouting, caulking, re-setting of toilets, linoleum work, shower and glass repairs, and roofing are guaranteed for ninety days from the date of completion.

NOTE: LIVE OAK STRUCTURAL, INC. recommends that the Owner have this structure inspected annually as part of a regular home maintenance program. Please let us know if you would like us to schedule such an inspection.

This is a separated report which is defined as SECTION I/SECTION II conditions evident on the date of inspection. Section I contains Items where there is visible evidence of active infestation, infection or conditions that have resulted in or from infestation or infection. Section II Items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. Further inspection Items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as Section I

ADDRESS OF
PROPERTY
INSPECTED

2943

RUSSELL STREET

BERKELEY

BUILDING NO.

STREET

CITY

04/09/03

003067 WL

STAMP NO.

DATE OF INSPECTION

CO. REPORT NO.

or Section II.

NOTE: Local Building Departments require working smoke detectors in sleeping rooms, hallways, and one on each level of the house before they will final any Building Permit. Live Oak Structural, Inc. would be glad to provide and install necessary smoke detectors at a cost of \$35.00 each. Please let us know if you would like us to perform this service.

NOTE: This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

In the opinion of our inspector, a building permit is required to carry out some or all of the work recommended in this report. Live Oak Structural, Inc. will provide a building permit as part of our service when hired to carry out recommendations which require a building permit.

NOTICE: The Structural Pest Control Board encourages competitive business practices among registered companies. Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have the right to seek a second opinion from another company.

The exterior surface of the roof will not be inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.

(1) SUBSTRUCTURE AREA

- 1A. FINDING: Others have installed plywood panels with inspection holes cut into the plywood on the lower base framing at various locations in the subarea. Inspection of the areas behind the plywood with a flashlight revealed no indications of infestation, infection or damage from wood destroying pests or organisms. (SECTION II)
- RECOMMENDATION: The Owners should have this and other parts of the building inspected regularly as part of a home maintenance program.
- COST: OWNER
- 1B. FINDING: Subterranean termite tubes were found scattered throughout the lower base framing along the right side of the subarea. The tubes were broken open and they were dry and appeared to be abandoned. There were no signs of active infestation. (SECTION I)
- RECOMMENDATION: Remove or mask over all accessible termite tubes. In light of the evidence of previous infestation, the Owner should have this area inspected regularly.
- COST: \$50
- 1C. FINDING: There were water stains on the subfloor and wall sheathing at the right-front corner of the building. This is an indication that water has penetrated through the exterior stucco surface of the building. However, there was no evidence of wood-destroying pests or organisms at the time of this inspection. (SECTION II)

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RECOMMENDATION: The Owner should keep the exterior surfaces of the building well-sealed and painted at all times to prevent moisture penetration in the future.

COST: OWNER

1D. FINDING: A test hole in the stucco abutment at the left side of the entry stairs revealed **fungus damage** to the sheathing and framing. The only way of knowing exactly how far the damage behind the stucco extends in all directions is to uncover the damage by removing the stucco. Such removal is not practical and is not a part of our standard pest control inspection. Our recommendation is based on our assumption about the extent of the damage, but we may discover more damage in the course of our repairs. (SECTION I)

RECOMMENDATION: Our recommendation is to remove the stucco a maximum of 16' starting at the left-front corner of the banister and leading towards the rear of the building and from the ground upwards approximately 6'. Remove and replace the structurally damaged wood members and sheathing. In addition, provide and install stucco paper, stucco wire, and new stucco with a texture to match the existing stucco as closely as possible. Prime paint the new stucco.

If, in the course of performing these repairs, damage is found to extend beyond the limits specified above, we will issue a Supplemental Report with findings and recommendations for additional repairs at additional cost. We will proceed with the additional repairs only with the Owner's written authorization.

COST: \$3300

1E. FINDING: Three 2X4 studs in the partition wall at the right side of the stairs that lead down to the basement are in contact with the earth. The 2X4 studs have been **damaged by fungus infection** at the base. (SECTION I)

RECOMMENDATION: Cut off the bottom of the 2X4's and install on a pre-cast concrete pier.

COST: \$510

(2) STALL SHOWER

2A. FINDING: The upstairs stall shower was not tested at the time of this inspection. The Owner informed us that the **shower has been leaking** onto the ceiling in the room directly below this stall shower and the sheetrock of the ceiling has recently been repaired. (SECTION II)

RECOMMENDATION: The Owner should contact a licensed contractor who specializes in bathroom stall showers for the removal and replacement of this shower.

COST: OTHER TRADES

2B. FINDING: We water tested the stall shower in the downstairs hall bathroom for at least fifteen minutes after we plugged the shower drain and filled the base to within one inch of the top of the shower dam (the curb that you step over in order to enter the shower). Leakage was evident below the shower with **fungus damage** to the sheathing and framing members. (SECTION I)

RECOMMENDATION: The Owners should contact a licensed contractor who specializes in bathroom remodeling for the removal of the existing shower, the removal and replacement

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CO. REPORT NO.

of the damaged sheathing and framing members, and the installation of a new shower in this bathroom.

COST: mortar for the base and concrete backerboard on the OTHER TRADES

(3) FOUNDATIONS

3A. FINDING:

There is a **faulty grade condition** at the rear of the building where the concrete patio has been poured up against the rear of the building. This condition exposes the wooden members of the structure to the moisture in the ground which provides easy, hidden access for any termites which might be in the soil. However, there was no evidence of any wood destroying pests or organisms in the visible and accessible areas at the time of the inspection. (SECTION II)

RECOMMENDATION:

Install a concrete flashwall bonded to the foundation and extending above the exterior earth level to isolate the wooden members from the soil.

COST: \$6200

3B. FINDING:

The mudsill (the horizontal piece of wood on top of the foundation) is below the level of the ground, creating what is called a **"faulty grade level"**. This condition exposes the wooden elements of the structure to the moisture in the ground and provides easy and concealed access into the structure for any termites which might be in the ground. **Structural damage caused by fungus infection** is evident in the mudsill. (SECTION I)

RECOMMENDATION:

Remove and replace all structurally damaged wood members as necessary. Install a concrete cap on top of and connected to the existing concrete foundation, per the Uniform Building Code and the local building department requirements, so that the top of the cap is at least six inches above the level of the ground. Prepare and prime paint siding material as necessary.

COST: \$3400

(4) PORCHES...STEPS

4A. FINDING:

The wooden framework underneath the concrete stairs and landing at the area indicated on the diagram has been **damaged by fungus infection**. The damage has been caused by water penetrating through the surface of the concrete above. (SECTION I)

RECOMMENDATION:

Remove and replace all structurally damaged members as necessary with pressure-treated fir to minimize further damage. The Owner should keep the concrete surface of this landing and stairs well sealed at all times to prevent any moisture from penetrating to this area in the future.

COST: \$1100

(10) OTHER...INTERIOR

10A. FINDING:

The skylights across the rear of the building in the sun room appear to be leaking. There were **water stains** on the framing members visible from the interior of this room. There was **no evidence** of wood destroying pests or organisms. (SECTION II)

RECOMMENDATION:

The Owner should contact a licensed roofing contractor to evaluate the water-tight integrity of the skylights and make any necessary repairs.

COST: OTHER TRADES

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(11) OTHER... EXTERIOR

- 11A. FINDING: The window casing at the rear of the building has been **damaged by fungus infection**. (SECTION I)
RECOMMENDATION: Remove the bottom portion of this window casing and replace it with new redwood material which will be painted with a white primer on all sides and edges prior to installation. The Owner is to finish paint.
COST: \$300
- 11B. FINDING: The two multi-light french doors and the door jambs at the rear of the building have been **damaged by fungus infection**. (SECTION I)
RECOMMENDATION: Remove and replace the entire door jambs, sills, and doors. Prime paint the exposed exterior wooden members with a white primer. The Owner is to finish paint.
COST: \$6800
- 11C. FINDING: The 8X8 cross-member on the trellis, at the rear of the building has been **damaged by fungus infection** (SECTION I)
RECOMMENDATION: Remove and replace the damaged wood member as necessary utilizing a new pressure-treated 8X8 beam which will be painted with a white primer on all sides and edges prior to installation. The Owner is to finish paint.
COST: \$900
- 11D. FINDING: The top of the wooden rain gutters have been **damaged by fungus infection** across the rear of the building. (SECTION I)
RECOMMENDATION: The Owner should contact a licensed roofing and/or gutter contractor for removal and replacement of these wooden gutters throughout the entire building.
COST: Other Trades

Thank you for the opportunity to inspect your property. Please give us a call at (510) 524-7101 if you have any questions regarding this report. If you decide that you would like us to do some or all of the work, please list the items that you would like us to do on number 8 of the enclosed Work Authorization, sign and date the Authorization, and return it to us. We will then contact you to schedule the work.

LIVE OAK STRUCTURAL, INC.

Registration No. PR2353
702 Harrison Street, Suite B
Berkeley, California 94710
(510) 524-7101

FILE COPY

WORK AUTHORIZATION CONTRACT

This is a contract between Live Oak Structural, Inc. and Ann Livingston
and incorporates Live Oak's pest control report # 03067 dated 04/09/03 for real property located
at 2943 RUSSELL STREET, BERKELEY

ITEMIZED COST BREAKDOWN (Refer to Items on the report)

The cost of each item on this report is:

SECTION 1:	<u>1B. 50.00</u>	<u>1D. 3300.00</u>	<u>1E. 510.00</u>	<u>2B. Others</u>	<u>3B. 3400.00</u>
	<u>4A. 1100.00</u>	<u>11A. 300.00</u>	<u>11B. 6800.00</u>	<u>11C. 900.00</u>	<u>11D. Others</u>
*** TOTAL SECTION 1	ITEMS=\$ <u>16360.00</u>				
SECTION 2:	<u>1A. By Owner</u>	<u>1C. By Owner</u>	<u>2A. Others</u>	<u>3A. 6200.00</u>	<u>10A. Others</u>
*** TOTAL SECTION 2	ITEMS=\$ <u>6200.00</u>				
FURTHER INSPECTION:	NONE.				

Total: 22560.00

We have not quoted, nor included, a price for Owner items. Items on the report may contain provisions for additional cost over and above the original estimate.
PLEASE READ THE REPORT CAREFULLY AND COMPLETELY.

MINIMUM CHARGE FOR ANY WORK PERFORMED IS \$500.

CONDITIONS:

1. Time is of the essence in this contract. Prices quoted are subject to acceptance within 30 days. After this date, LIVE OAK STRUCTURAL, INC. reserves the right to increase prices.
2. If additional work beyond that specified in this Work Authorization is required by the City or County, such work will not be performed under this Work Authorization. LIVE OAK STRUCTURAL, INC. will make a separate quotation for such work upon request. Work will proceed upon receipt of a signed Change Order. Smoke detectors, if required, will be provided and installed at a cost of \$35 each.
3. Notice to Owner of Mechanic's Lien: Under the California Mechanic's Lien Law, any structural pest control operator who contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". General contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.
4. In the event that legal action is necessary to enforce the terms of this contract, attorney's fees and court costs may be awarded to the prevailing party.
5. Should we discover the presence of asbestos during our inspection or work at the premises or should the inspection or work at the premises cause a release of asbestos dust or particles, Owner/Agent/Tenant hereby agrees to waive any and all claims against LIVE OAK STRUCTURAL, INC. of any nature which are in any way related to the presence of asbestos on the premises. Finally, Owner/Agent/Tenant acknowledges and agrees that should LIVE OAK STRUCTURAL, INC. come upon asbestos-containing material in the course of its work on the premises, LIVE OAK STRUCTURAL, INC. shall not be responsible for removal, if necessary, of the asbestos-containing material.
6. Operations are covered under LIVE OAK STRUCTURAL, INC.'s structural pest control license and appropriate employees are covered by Worker's Compensation Insurance and LIVE OAK STRUCTURAL, INC. by public liability insurance.
7. TERMS OF PAYMENT: We agree to pay LIVE OAK STRUCTURAL, INC. the sum of _____ upon completion of work, or if applicable, per an agreed upon Progress Payment Schedule. Accounts are past due seven days after the date of completion. Interest at the maximum legal rate will be charged on all past due accounts.
8. We authorize LIVE OAK STRUCTURAL, INC. to perform items _____ for a contract price of _____.

I have read this contract and the Structural Pest Control Report that it refers to.

Owner/Seller/Buyer Date

Owner/Seller/Buyer Date



BLOCK ENVIRONMENTAL SERVICES

2451 Estland Way
Pleasant Hill, CA 94823-3911
(925) 882-7200 FAX 888-0399

RECEIVED AND READ

NUMBER OF PAGES 7

November 7, 2002

Ms. Donna Day
CA AAA Insurance
P.O. Box 920
Suisun City, CA 94585

NAME _____ DATE _____

NAME _____ DATE _____

Subject: Post Abatement Testing at 2943 Russell Drive, Berkeley, CA
Claim Number 06-3182995; Livingston

Dear Ms. Day:

Block Environmental Services (BES) is pleased to provide the results of the post abatement testing at the subject residence. Remedial activities were conducted by Paul Davis Restoration. The remediation was based on protocols developed by BES to CA AAA Insurance on August 3, 2002. Remedial activities included containing the solarium area, removal of drywall under the stairs as well as removal of the ceiling under the office floor and west wall of the solarium. The area was HEPA scrubbed and vacuumed. BES made a site visit on October 3, 2002 and again on October 17, 2002 for the purposes of post abatement testing. Sample locations on October 3, 2002 included the upstairs bathroom where the water intrusion originated, the downstairs solarium within the contained area and an outside reference sample collected from the back of the house. A tape lift sample was collected from a wood member under the stairs. The sample locations on October 17, 2002 included the solarium and the outside reference sample.

METHODOLOGY

The airborne spore samples were collected from a height of about 4 feet, which is simulates the breathing zone of a person. An Air-O-Cell cassette was connected to a Gast high volume vacuum pump calibrated with an in line rotometer for a five-minute sample at 15 L/minute for a total of 75 liters of air. The tape lift sample was collected by pressing a clear piece of tape against a suspected area and sealing in a zip lock bag for latter wet mounting at the laboratory. The sample cassettes were sent under chain of custody to Environmental Microbiology Laboratory in San Bruno, CA to be analyzed qualitatively and quantitatively for mold spores. The laboratory is AIHA EMPAT accredited and specializes in microbiology of the built environment.

RESULTS

October 3, 2002

The results of the fungi sampling are presented below. Values are expressed as spores/m³.

Location	Solarium	Upstairs bathroom	Outside reference
Basidiospores	0	107	267
Cladosporium	1,070	320	1,490
Penicillium/Aspergillus	3,570	480	373
Stachybotrys	0	0	0
Total Spores	4,693	934	2,130

BES

Ms. Donna Day
 CA AAA Insurance
 Page 2

The data collected on the date of sampling indicated amplification of *Penicillium/Aspergillus* type spores at almost 10 times the outside reference level. The total spore level was amplified by more than two times the outside reference level. It was suggested that Paul Davis disinfect the wood members on the ceiling and walls and continue air scrubbing for another 24 hours. The tape lift sample collected from a wood member under the stairs indicated a normal trapping of spores.

October 17, 2002

The results of the fungi sampling are presented below. Values are expressed as spores/m³.

Location	Solarium	Outside reference
Alternaria	0	13
Ascospores	107	107
Basidiospores	1,010	1,280
Chaetomium	13	0
Cladosporium	587	1,970
Penicillium/Aspergillus	160	107
Stachybotrys	0	0
Total Spores	1,930	3,609

The data indicated that the inside spore level in the solarium was 53 percent of the outside spore level. Typically the indoor spore level air is 25 to 75 percent of the outside air spore level. There was an unremarkable amplification of *Penicillium/Aspergillus* type spores that is not of a health concern and will dissipate with time. In fact the level of *Penicillium/Aspergillus* found in the inside air is more than two times less than founding the outside air on the previous sampling period.

CONCLUSIONS

Based on the data presented above, the indoor air quality for airborne fungi is of acceptable quality for a healthy indoor environment. No further action is required for remediation.

Laboratory data and chain of custody documentation is attached.

Very truly yours,
 Block Environmental Services, Inc.



Ronald M. Block, Ph.D., REA
 Principal Toxicologist

Environmental Microbiology Laboratory, Inc.
 1150 Bayhill Drive, Suite 100, San Bruno, CA 94066
 (650) 829-5800 Fax (650) 829-5852 www.emlab.com

Client: Block Environmental Services
 C/O: Mr. Ron Block
 Re: Russell St., Berkeley

Date of Sampling: 10-17-2002
 Date of Receipt: 10-21-2002
 Date of Report: 10-22-2002

SPORE TRAP REPORT; NON-VIABLE METHODOLOGY

Location:	1-3967535: Solarium		2-3967559: Outside reference, back	
Comments (see below)	None		A	
Lab ID-Version†:	134110-1		134111-1	
	raw ct.	spores/m3	raw ct.	spores/m3
Alternaria			1	13
Arthrinium				
Ascospores*	8	107	8	107
Aureobasidium				
Basidiospores*	76	1,010	96	1,280
Bipolaris/Drechslera group				
Botrytis			4	53
Chaetomium	1	13		
Cladosporium	44	587	148	1,970
Curvularia				
Epicoccium				
Fusarium				
Myrothecium				
Nigrospora			1	13
Other brown	1	13	1	13
Other colorless				
Penicillium/Aspergillus types†	12	160	8	107
Phthomyces				
Rusts			1	13
Smuts*, Periconia, Myxomycetes*	3	40	3	40
Stachybotrys chartarum (atra)				
Stemphylium				
Torula				
Ulocladium				
Unknown				
Zygomycetes				
Background debris (1-4+)††	3+		2+	
Sample volume (liters)	75		75	
TOTAL SPORES/M3		1,930		3,609

Comments: A) 20 of the raw count *Cladosporium* spores were present as a single clump.

* Most of these spore types are not seen with culturable methods (Andersen sampling), although some may appear as non-sporulating fungi. Most of the basidiospores are "mushroom" spores while the rusts and smuts are plant pathogens.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Pezizomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

†† Background debris is an indication of the amount of non-biological particulate matter present on the slide (dust in the air) and is graded from 1+ to 4+ with 4+ indicating the largest amounts. To evaluate dust levels it is important to account for differences in sample volume. This background material is also an indication of visibility for the analyst and resultant difficulty reading the slide. For example, high background debris may obscure the small spores such as the *Penicillium/Aspergillus* group. Counts from areas with 4+ background debris should be regarded as minimal counts and may actually be higher than reported.

‡ A "Version" greater than 1 indicates amended data.

Environmental Microbiology Laboratory, Inc.
 1150 Bayhill Drive, Suite 100, San Bruno, CA 94066
 (650) 829-5800 Fax (650) 829-5852 www.emlab.com

Client: Block Environmental Services
 C/O: Mr. Ron Block
 Re: Russell St., Berkeley

Date of Sampling: 10-17-2002
 Date of Receipt: 10-21-2002
 Date of Report: 10-22-2002

DIRECT MICROSCOPIC EXAMINATION REPORT
 (Wet Mount)

Background Debris and/or Description	Miscellaneous Spores Present*	MOLD GROWTH: Molds seen with underlying mycellal and/or sporulating structures†	Other Comments††	General Impression
Lab ID-Version‡: 134112-1: Tape sample 1-T: Under stairs				
Light	Very few	None	None	Normal trapping

* Indicative of normal conditions, i.e. seen on surfaces everywhere. Includes basidiospores (mushroom spores), myxomycetes, plant pathogens such as ascospores, rusts and smuts, and a mix of saprophytic genera with no particular spore type predominating. Distribution of spore types seen mirrors that usually seen outdoors.

† Quantities of molds seen growing are listed in the MOLD GROWTH column and are graded 1+ to 4+, with 4+ denoting the highest numbers.

†† Some comments may refer to the following: Most surfaces collect a mix of spores which are normally present in the outdoor environment. At times it is possible to note a skewing of the distribution of spore types, and also to note "marker" genera which may indicate indoor mold growth. Marker genera are those spore types which are present normally in very small numbers, but which multiply indoors when conditions are favorable for growth.

‡ A "Version" greater than 1 indicates amended data.

BLOCK ENVIRONMENTAL SERVICES

2451 Eastwood Way
 Pleasant Hill, CA 94523
 (925) 682-7200 Fax (925) 686-0399

CHAIN OF CUSTODY

Contract Name: Ran Block
 Project name/number: Russell St, Berkeley
 Sampler: Ran Block
 Turn Around Time: (circle one) same day next day 3 day standard
 Signature: _____

Notes:

Sample ID	Location	Date/Time	Sample Type	Flow rate (L/min)	Time (min)	Total Volume (L)	Comments
1-3967535	Solariums	10/17/02 2:30	Z	15	5	75	
2-3967559	outside Revenue		Z	15	5	75	Back
1-T	under stairs		T				



Zr Zeta six-cell cassette T-type Organometer
 Requisitioned By: [Signature] (signature) Date: 10/17/02 Time: 2:0:30 Received By: [Signature] (signature) Date: 10/21 Time: 10:35
 Requisitioned By: _____ (signature) Date: _____ Time: _____ Received By: _____ (signature) Date: _____ Time: _____
 Requisitioned By: _____ (signature) Date: _____ Time: _____ Received By: _____ (signature) Date: _____ Time: _____

Environmental Microbiology Laboratory, Inc.
 1150 Bayhill Drive, Suite 100, San Bruno, CA 94066
 (650) 829-5800 Fax (650) 829-5852 www.emlab.com

Date of Sampling: 10-03-2002
 Date of Receipt: 10-04-2002
 Date of Report: 10-04-2002

Client: Block Environmental Services
 C/O: Mr. Ron Block
 Re: Russel St., Berkeley

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	1-3815382: Solarium stairs		2-3815364: Bathroom		3-3815363: Outside reference	
	None		None		None	
Comments (see below)	127337-1		127338-1		127339-1	
Lab ID-Verion†:	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
Alternaria						
Arthrinium						
Ascospores*						
Aureobasidium			8	107	20	267
Basidiospores*						
Bipolaris/Drechslera group						
Botrytis						
Chaetomium						
Cladosporium	80	1,070	24	320	112	1,490
Curvularia						
Epicoccum						
Fusarium						
Myrothecium						
Nigrospora						
Other colorless						
Penicillium/Aspergillus types†	268	3,570	36	480	28	373
Pithomyces						
Rusts						
Smuts*, Periconia, Myxomycetes*	4	53	2	27		
Stachybotrys chartarum (atra)						
Stemphylium						
Torula						
Ulocladium						
Unknown						
Zygomycetes					2+	
Background debris (1-4+)††	3+		3+		75	
Sample volume (liters)	75		75		934	2,130
TOTAL SPORES/M3		4,693		934		

Comments:

* Most of these spore types are not seen with culturable methods (Andersen sampling), although some may appear as non-sporulating fungi. Most of the basidiospores are "mushroom" spores while the rusts and smuts are plant pathogens.
 † The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Pezizomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.
 †† Background debris is an indication of the amount of non-biological particulate matter present on the slide (dust in the air) and is graded from 1+ to 4+ with 4+ indicating the largest amounts. To evaluate dust levels it is important to account for differences in sample volume. This background material is also an indication of visibility for the analyst and resultant difficulty reading the slide. For example, high background debris may obscure the small spores such as the *Penicillium/Aspergillus* group. Counts from areas with 4+ background debris should be regarded as minimal counts and may actually be higher than reported.
 ‡ A "Verion" greater than 1 indicates amended data.