

July 23, 2024

Shari L. Bradix
CNA Construction Defect Claims
Managing Claims Consultant
P.O. Box 8317
Chicago, Illinois 60680-8317
Sent via email to: Shari.Bradix@cna.com

Re: **Construction Damage Assessment – Supplemental Engineering Report**

File Name: Casey Slone
Address: 303 North Washington Avenue, Marshall, Texas 75670
Claim No.: W2C22131
Reported Date of Damage: February 14, 2024
J.S. Held No.: 240500935

Ms. Bradix:

On May 23, 2024, Daniel Treppel, P.E. of J.S. Held, LLC (J.S. Held) inspected the subject property to determine if the reported damage to the brick wainscot under the storefront window, the reported water damage to the interior, the reported damage to an air-conditioning (A/C) air handling unit, and/or the reported damage to a sanitary sewer line were related to construction activities performed by CSC.

J.S. Held submitted an initial engineering report (hereafter, J.S. Held's initial report) on June 27, 2024, with the following conclusions:

- 1. The chip and hairline stair-step cracks in the brick wainscot under the north, east-facing storefront window were caused by construction activity performed by CSC. However, J.S. Held disagrees that the wainscot required removal and replacement when other, more economical repair methods would have sufficed.*
- 2. The water intrusion into the interior was caused by construction activity performed by CSC. However, this water damage was not the cause of the longitudinal fracture in the concrete beam in the crawlspace.*
- 3. While the A/C air handling unit was not available for inspection, the unit being nonfunctional after the water intrusion event (which, per the above, was caused by construction activity performed by CSC) is the most probable outcome given the site conditions observed by J.S. Held and the owner.*

4. *The break in the sanitary sewer line was caused by construction activity performed by CSC. However, the contract drawings did not depict the sewer lines from the individual buildings to the sewer main, so CSC had no way of knowing they were excavating above a sanitary sewer line.*

SUPPLEMENTAL SCOPE

Subsequent to J.S. Held's initial report, CSC provided additional emails and photographs from Mr. Casey Slone (owner of CSC) and Mr. Eric G. Powel, P.E., the Director of Public Works & Utilities for Marshall, Texas. J.S. Held was requested to determine if any of the information contained in these photographs or emails altered any of the conclusions outlined in J.S. Held's initial report.

SUPPLEMENTAL CONCLUSIONS

Based on the supplemental information provided by CSC and the evaluation of such information as discussed herein, J.S. Held's conclusions presented in the initial report remained unchanged with the exception of Conclusion #4, which is revised as follows

4. The break in the sanitary sewer line was not caused by construction activity performed by CSC.

SUPPLEMENTAL EMAILS

In an email (date unknown) from Casey Slone to Mr. Powell, Mr. Slone asked the following:

"Eric, may I respectfully ask...The insurance adjuster's main question is, was there evidence you found where CSC or our sub caused the damage to the sewer line? I told her, my understanding was that after your review, there was none and that is why the City chose to make the necessary repair, plus, add the double cleanout for his and the City's future use. The truth was the issue that caused "backup" was due to someone inadvertently sticking the 4" into the 6" pipe thus is where the "backup" was.

I guess if the above is correct, could you simply answer yes or no please? Just trying to get her needed information to hopefully close out the Larry Watts issue. If this does not make sense please let me know. Thanks in advance."

In response, Mr. Powell replied with the following:

"OI [sic] didn't see any specific damage to the sewer pipe when it was exposed. As far as why the pipe was not flowing we didn't find anything specific but the section where the 4" was pushed into the 6" could have certainly created a snag point. The City decided to repair it while we were there and had it exposed. The owner at 305 decided to replace the section into his building as well."

SUPPLEMENTAL PHOTOGRAPHS

Four photographs were provided and are depicted as **Figures 1 through 4** below.



Figure 1 – Smaller diameter pipe shoved into a larger diameter pipe at the break, as described in Mr. Slone’s and Mr. Powell’s emails.



Figure 2 – New polyvinyl (PVC) pipe tie into the sewer main.



Figure 3 – Continuation of the PVC pipe depicted in **Figure 2** into the crawlspace of Mr. Watts’ building. Note the cleanouts as described in Mr. Slone’s and Mr. Powell’s emails.



Figure 4 – Continuation of the PVC pipe depicted in **Figures 2 and 3** into the crawlspace of Mr. Watts’ building. Note the cleanouts as described in Mr. Slone’s and Mr. Powell’s emails.

SUPPLEMENTAL DISCUSSION and ANALYSIS

Based on the location of the break with respect to the new storm drainage pipe, and without additional information to indicate otherwise, the correlational evidence seemed to indicate that the break in the sewer line and installation of the new stormwater drain were causally related. Further, the fracture in the sewer line, as depicted in Mr. Watts' photographs in J.S. Held's initial report, was still in situ and had not been separated out for better viewing. However, in the recently provided photograph of the condition removed from the earth, it could be clearly seen that a smaller pipe had been inserted into a larger pipe, which was the cause of distress, as described in the emails between Mr. Slone and Mr. Powell. Further, in those emails, Mr. Powell stated that the City had decided to repair the condition when it was exposed. As such, it appears that CSC did not damage the sanitary sewer line and that any such damage was repaired by the City.

(END OF SUPPLEMENTAL REPORT)

CLOSING

Thank you for the opportunity to provide professional services. Please note that J.S. Held opinions are based on the information provided and/or obtained as well as our training, knowledge, and experience. To the extent that hidden conditions exist, and/or additional information is made available, J.S. Held reserves the right to revise or update any of the observations, assessments, and/or opinions as conditions change or additional information is provided for our review.

Any recommendations offered are of a conceptual nature and are only intended to restore integrity to the affected systems and/or components.

This document is to inure to the benefit of the addressee only and may not be relied upon, used by, or referenced by any third party without the written consent of J.S. Held. If clarification or additional information required, please do not hesitate to contact us.

Respectfully,

J.S. Held

Texas CoA No. F-19689 (Expiration date April 30, 2025)



This document has been electronically signed and sealed using Digital Signatures. Digital Signatures can be authenticated by clicking on the name of the professional in the signature block. Printed copies of this document are not considered signed and sealed and cannot be relied upon as such.

Daniel Treppel, P.E.
Professional Engineer III
Texas Licensed Engineer No. 131883, Expiration Date: June 30, 2025