



Legend

■ Piling Locations

Completion Date:
 #1-11 installed 1/2018
 #12-17 installed 11/2018

D-Square Foundation Repair
 16242 Hwy 288 B/ Angleton, Tx 77515
 (979) 848-2810/ (979) 265-1042

Address:
 724 Noreda
 Angleton

**LIFETIME
 WARRANTY**

Both parties please sign both copies of the contract and return one copy in the enclosed envelope. Thank you.

D-SQUARE FOUNDATION REPAIR

16242 HWY 288 B Angleton, TX 77515
979-848-2810

CONTRACT

STATE OF TEXAS
COUNTY OF BRAZORIA

This agreement, made and entered into this 9th day of November, A.D. 2017, by and between **Thomas Tullos**, Party of the first part, hereinafter termed Owner, and D-SQUARE CONSTRUCTION, INC., city of Angleton, county of Brazoria, and the state of Texas, Party of the second part, hereinafter termed Contractor.

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed herein, the said Contractor hereby agrees with the Owner to commence and complete the following specified work, to wit:

- I. Install **twelve (12)** pilings, as described by sales representative.
 - A. Cost to repair: **\$4,845.00**
- II. No guarantees either specific or implied are given as to the future performance of the unrepaired portion of this foundation.
- III. Consistent irrigation of soils supporting foundation during dry weather is strongly advised to prevent future movement on the foundation of the structure known locally as **724 Noreda** in the city of **Angleton**, county of **Brazoria**, and the state of **TEXAS**. In accordance with the General, Special Conditions and Guarantees that are part of this agreement.

SPECIAL CONDITIONS: Additional concrete breakouts will be \$125.00 each

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
2. The raising of the foundation will be continued until in the opinion of the Contractor, further raising will produce or create damage
3. The stabilization or stopping of foundation movement can and may reverse the damage already done to the foundation and structure and can and may cause or create new damage by movement or lack of movement.
4. The Contractor has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, plumbing, electrical wiring, furniture, fixtures, furnishings, or personal property without regard to when or where said damage occurs.
5. If after work has begun, any of the following conditions are discovered there can and may be an adjustment in the scope and price of the contract or a change to the warranty. These changes will be agreed to by owner before work continues:
 - A. Builders pre-construction piers and/or previous foundation repair
 - B. The foundation has been constructed in a sub standard method (southern building code) or the foundation is constructed with grade beam depths greater than 28"

GUARANTEE

It is the intention of D-SQUARE CONSTRUCTION, INC., to guarantee the differential movement (settlement) of that portion of the foundation covered by this contract within one part in three hundred and sixty parts for the life of the structure it supports. (1" settlement in 30' horizontal span) This agreement is transferable to a new Owner as long as the transfer is made within thirty (30) days of the sale of the structure and applicable transfer fee is paid. If differential movement occurs and is caused by settlement of installed pilings or piers, adjustment will be made to restore repaired area of foundation to its last repaired elevation at no cost to the Owner, excluding the cost of removing and replacing flooring material (carpet, linoleum, ceramic tile, etc..) and breaking out concrete access holes or re-digging access tunnels, if applicable. Wing walls (narrow brick structures adjacent to the foundation) are not covered by this warranty. Add on fireplaces (not constructed with original foundation) are not included by this warranty.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON FOUNDATION, WITHOUT THE PRIOR WRITTEN APPROVAL OF D-SQUARE CONSTRUCTION, INC.
2. THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGE TO A SUBSTANTIAL DEGREE WHICH WOULD AFFECT LOADS ON THE FOUNDATION, FLOOD DAMAGE SHALL INCLUDE WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
3. THE STRUCTURE IS SITED ON A FAULT.
4. UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE EQUAL TO OR LESS THAN THEIR DEPTH FROM THE FOUNDATION.
5. THE FOUNDATION IS UNDERMINED (i.e. soil lumping, eroding plumbing leaks, creek beds, excavations, etc.)
6. THE FOUNDATION IS REPAIRED BY ANYONE OTHER THAN D-SQUARE FOUNDATION REPAIR AFTER THIS WARRANTY BECOMES EFFECTIVE.

If settlement in excess of the above tolerance is found, the adjustment will be made at no expense to the Owner of the structure so long as all provisions of the agreement are met. **NOTE:** Any cost associated with repairing driveway, brick, framing, flooring, the cost of accessing pilings through concrete patches or tunnels or other cosmetic changes due to resettlement are not included in this guarantee.

In the event that D-Square Construction, Inc. and the Owner cannot agree that the settlement of the foundation has been controlled and settlement is within the tolerance specified above, the Owner may retain a registered professional civil engineer of Texas, engaged solely in the private practice of his profession and knowledgeable in soils and foundations in the area, and who is acceptable to D-Square Construction, Inc., at the sole expense of the Owner, to act as an arbitrator to effect a binding agreement between the parties.

ASSIGNMENT

This agreement is assignable by the Owner of this contract as long as D-Square Construction, Inc. is notified within thirty (30) days after the sale or transfer of title of the premises by the Owner of this contract and applicable transfer fee is paid. A repossession by a lien holder gives the right to assign this contract if the lien holder complies with the thirty (30) days' notice and transfer fee requirements. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THIS GUARANTEE IS VOID.

PAYMENT

Payment of **four thousand eight hundred forty five dollars (\$4,845.00)** is required to be paid as follows: One-half is due at the time work begins. Balance due upon completion. If credit card is used for payment a 3% service charge will be added to payment amount. When arrangements for payment are invoiced to a title company to be paid at the completion of a real estate sales transaction, payment is due upon the date of the transaction closing or within thirty (30) days of the completion of the contracted work, whichever occurs first.

In the event it is necessary to file suit for the enforcement of this contract, suit shall be brought in Brazoria County, Texas and that the losing party to this contract agrees to pay all costs of collecting or securing or attempting to collect or secure the monies due pursuant to this contract, including a reasonable attorney's fee.

This written agreement is the total agreement by and between **Thomas Tullos** and **D-SQUARE CONSTRUCTION, INC.**


DAVID R. DAVID, PRESIDENT
D-SQUARE CONSTRUCTION, INC.
Date: 11/09/2017

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform work specified. Payment will be as above stated.

Owner: _____ Date: _____

Date: _____ Date: _____