

LOWELL THOMAS

FOUNDATION REPAIR

(281) 485-5496

2415 Laura Lane • Pearland, Texas 77581
6509 McGrew • Houston, Texas 77087

*1st Piers Installed
1999 12-House
13-Garage*

PROPOSAL SUBMITTED TO MR + MRS. ROBERT WOOD	PHONE 281-482-6288	DATE 5 NOV 99
STREET 509 PROVIDENCE	JOB NAME	
CITY, STATE AND ZIP CODE FRIENDSWOOD, TX.	JOB LOCATION	

~~One~~ Two story BRK/FRM structure.

1. Install -25- bellbottomed piers to stabilized soil. Type and location of piers to be the same as the drawings attached.
2. Contractor will fill void under slab by mud pumping a mixture of 2½ sacks of cement per one cubic yard of top soil.
3. Contractor will repair any damage to water and sewage lines caused by contractor. Pre-existing plumbing problems and deteriorated pipes will not be repaired by contractor.
4. Job site will be clean of all excess dirt and material.
5. When inside piers are required, contractor will be responsible for the pouring back the concrete slab area only. This proposal does not include the repairing or replacement of any wood screeds, sub-flooring or any type finished floor covering.
6. It is understood and agreed that it is possible the sheetrock, wallpaper, plaster or other rigid material may crack while the above described work is being done, therefore the figure below does not include any redecorating, repairing, electrical work or the replacement of any materials not called for in this agreement. Contractor assumes no responsibility for the life of plants, trees or shrubs that may obstruct operations. Upon request of the owner, contractor will transplant them at no cost.

LIFETIME SERVICE AGREEMENT: If any re-raising is necessary due to settling during the first -10- years from the date of completion of the work, Contractor will re-raise the settled area without cost to the Owner. After -10- years, servicing if ever required will be done at the rate of \$35.00 per pier that requires adjusting. (This cost to be adjusted plus or minus, according to the U.S. Consumer Price Index each year). This service agreement applies only to the -25- piers constructed by LOWELL THOMAS FOUNDATION REPAIR.

WRITTEN NOTIFICATION OF SALE MUST BE FURNISHED TO CONTRACTOR BY REGISTERED MAIL BY OWNER UPON CLOSING OF SALE IN ORDER FOR TRANSFER TO BE EFFECTIVE.

CONSTRUCT 3-OR-4 PADS UNDER LOW SIDE OF DRIVEWAY - JACK UP THAT SIDE + BLOCK + SHIM TO AS NEAR LEVEL AS POSSIBLE - REMOVE THE TWO TRIANGULAR PIECES THAT HAVE BROKEN OFF AT THE CORNERS OF THE ADJACENT 1ST + 2ND SECTIONS - AND RE POUR THE CONCRETE RUM + MUD MIX SOLUTION UNDER THE DRIVEWAY AND GARAGE (WHERE THERE IS A SIGNIFICANT VOID)

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

SIX THOUSAND ONE HUNDRED NINETY EIGHT dollars (\$ 6,198.00).

Payment to be made as follows:
\$3,099.00 TO BE PAID THE DAY PIERS ARE POURED -

\$3,099.00 TO BE PAID UPON COMPLETION OF WORK -

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 executed only upon written orders, and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature Lowell Thomas

Note: This proposal may be withdrawn by us if not accepted within -30- 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 outlined above.

Signature Robert Wood

Date of Acceptance 11-11-99

Signature _____

PAGE 2 OF 5 PAGES
509 PROVIDENCE
FRIENAS WOOD

LOWELL THOMAS
FOUNDATION REPAIR

(281) 485-5408
2418 Laura Lane • Pasadena, Texas 77581
8808 McGrew • Houston, Texas 77087

GARAGE (FRAME)

25 PIERS
Lowell Thomas
1 NOV. 99

36'3"

89

ONE STORY BRICK

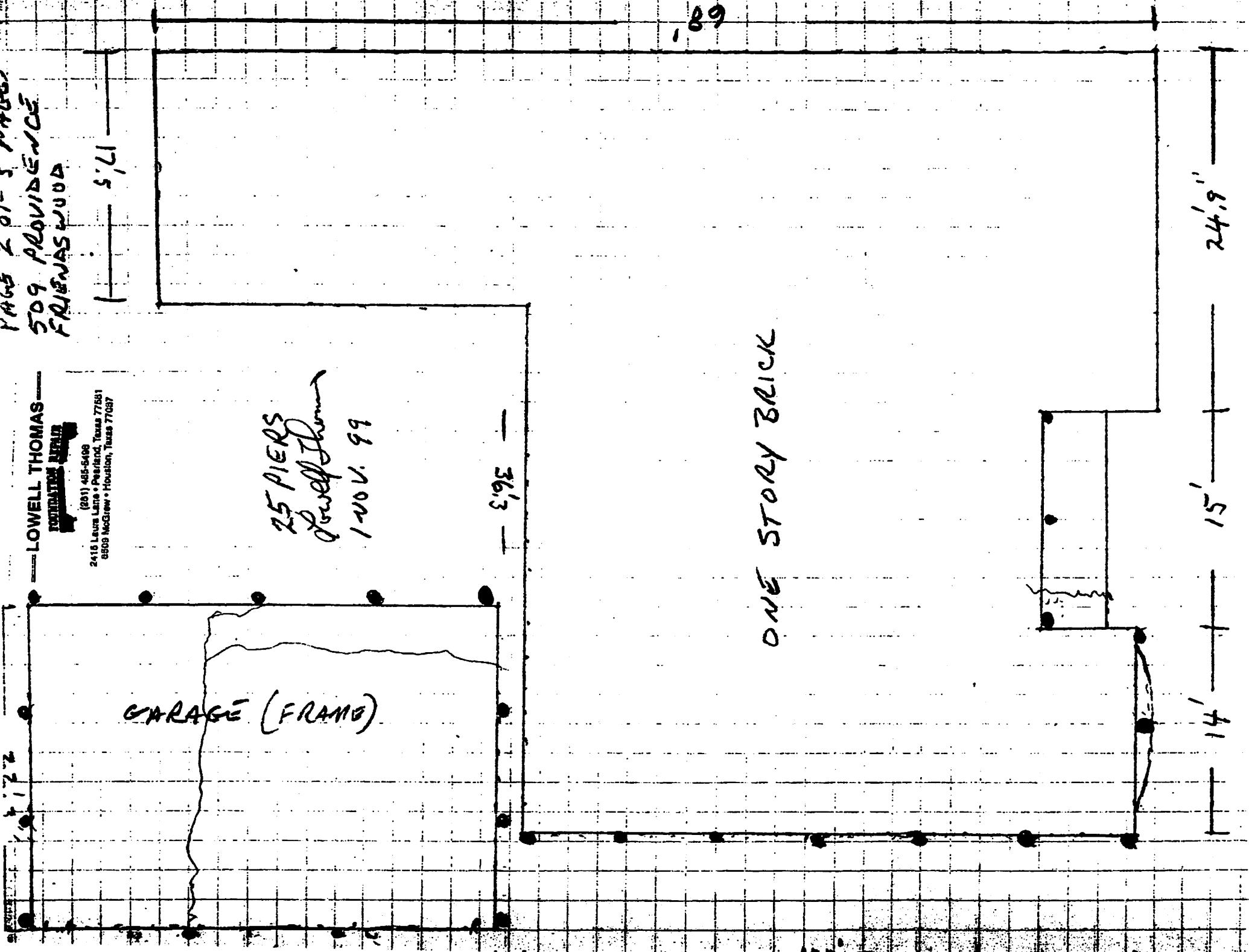
14'

15'

24'9"

17'2"

5'7"

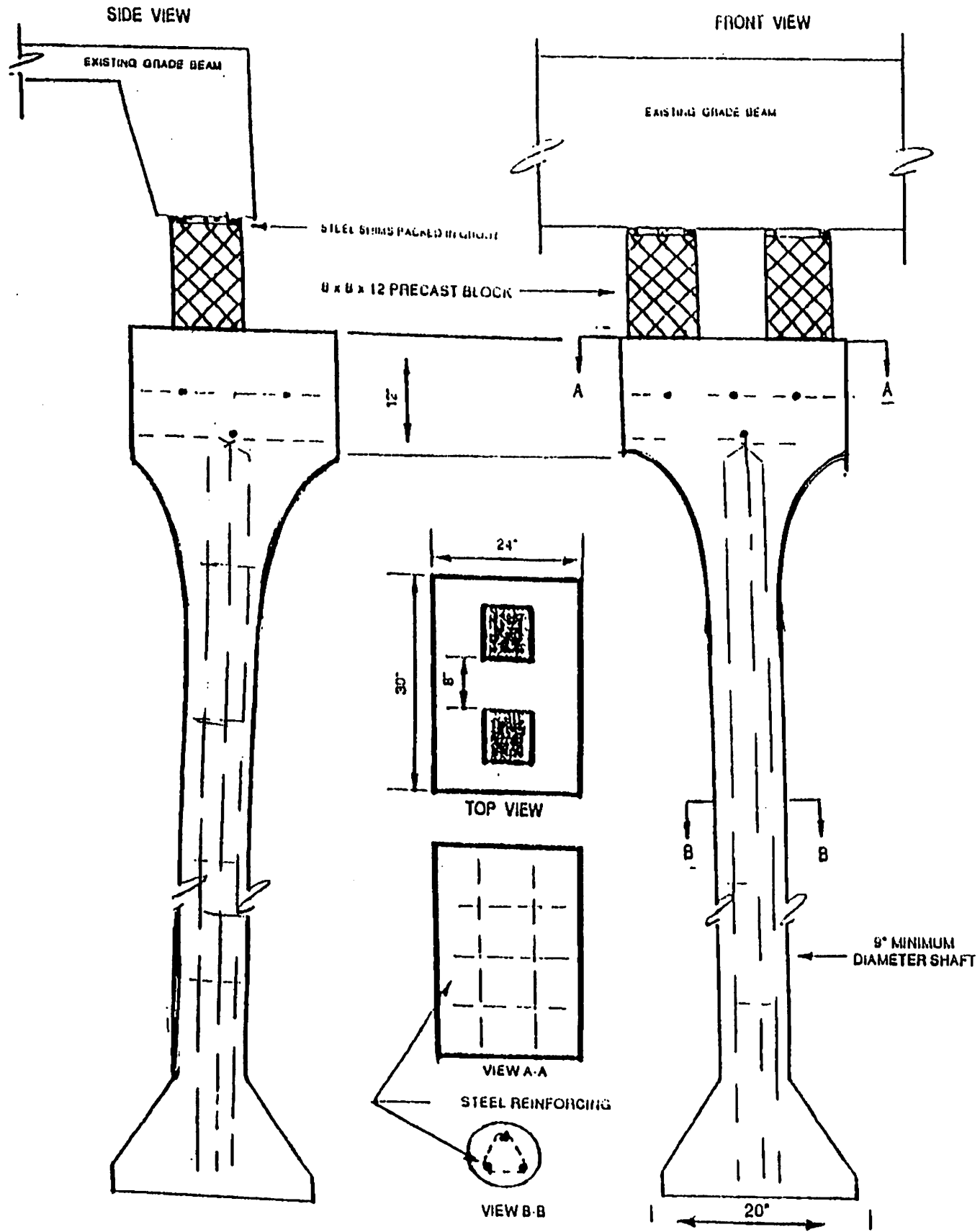


LOWELL THOMAS FOUNDATION REPAIR

(281) 485-5496

2415 LAURA LANE • PEARLAND, TEXAS 77581
6508 MCGREW • HOUSTON, TEXAS 77087

page 3 of 3 pages



AGREEMENT

2009
ADDED
7 EXT.
PIERS

DAWSON

Foundation Repair Inc.

SERVING

Austin, Beaumont,
Bryan/College Station,
Corpus Christi, Dallas/Ft. Worth,
Houston, San Antonio,
Victoria and Waco



17 Oct 16th, 2009
2) Oct. 30th, 2009

6906 Chetwood • Houston, Texas 77081 • (713) 668-2110 • Fax (713) 668-8521

1. DAWSON FOUNDATION REPAIR INC., hereafter called CONTRACTOR and RICHARD KLASSEN

hereafter called OWNER, agree that CONTRACTOR will furnish labor, equipment, and materials to perform the following described work to the hereinafter described building/structure located at 309 PROVIDENCE, FRIENDWOOD, TX

2. CONTRACTOR WILL INSTALL SEVEN (7)

BELL-BOTTOM PIERS UNDER THE FOUNDATION BEAMS OF THE BUILDING/STRUCTURE IN PLACES RECOMMENDED BY CONTRACTOR. PIERS WILL HAVE AN APPROXIMATELY THIRTY-SIX INCH DEEP JACKING PAD. THIS JACKING PAD THEN TAPERS TO A NINE INCH SHAFT, APPROXIMATELY THREE FEET SIX INCHES BELOW GRADE-BEAM. BASED ON A 15FT. CORE TEST, THE PIERS MAY HAVE TO BE PLACED AT A DEPTH OF NO LESS THAN EIGHT FEET OR A DEPTH OF NO MORE THAN TWELVE FEET, SAND, WATERTABLE, OR SUBSURFACE, MAN-PLACED OBJECTS PERMITTING. PIERS WILL BE UNDER-REAMED WITH A TWENTY-TWO INCH BELL BOTTOM. EACH PIER WILL BE REINFORCED WITH THREE (3) ONE HALF (1/2) INCH STEEL RODS AND POURED WITH FIVE-SACK CONCRETE. CONTRACTOR WILL RAISE AREA WHERE PIERS ARE INSTALLED

of the building/structure and level to as near level line as construction of the building/structure will permit and will fill voids under the raised area by use of the mud-jack method. OWNER approves this method of repair and recognizes that such method is a generally accepted method of foundation repair employed in the area.

3. If slab is a post tension design, degree of levelness may be limited by structural integrity of the slab. There are three main problems with construction of post tension slabs. First the post tension cables may not have been tensioned correctly at the time of construction. Second, interior structural grade beams are not always located under load bearing walls. Third the cable tendons are not grouted properly at the exterior grade beam and can rust therefore creating a loss of cable tension. CONTRACTOR recommends that post tension cable slabs be checked by a post tension cable company after raising of the slab foundation has been completed. If cracks in the slab exceed one-eighth (1/8) of one inch, CONTRACTOR recommends that these cracks be pressure injected with epoxy by a company which specializes in this type of work.

4. Where interior piers are needed to correct foundation problems CONTRACTOR will use masking tape to hold plastic sheeting to walls for protection of walls. In the event that wallpaper or paint is damaged on removal of tape and plastic owner releases CONTRACTOR of liability for damage to paint and wallpaper.

5. Where holes are broken through slab, patios, sidewalks or driveways in order to install piers; CONTRACTOR will patch concrete. However, patches will not match color or texture of original concrete. CONTRACTOR will (break through) but will not replace exterior ground cover such as but not limited to brick, stone pavers, astroturf, etc. Where tile or vinyl is broken through to install piers CONTRACTOR will not repair or replace tile or vinyl. Where floor covering (i.e. carpet, wood floors, parquet etc.) has to be removed to install interior piers CONTRACTOR will not remove or replace floor coverings. OWNER understands and agrees that where interior piers are installed concrete patches should be sealed with concrete sealant by owner or flooring contractors before any floor coverings are replaced. CONTRACTOR will haul off excavated clay and debris.

6. Slurry to be pumped into voids will consist of soil and approximately two and one-half (2 1/2) sacks of stabilizing agent per cubic yard of soil. Due to the high plasticity of Houston area soils, CONTRACTOR recommends that any areas of the foundation which are raised approximately one inch or less should not be pumped with slurry.

7. It is understood and agreed that the slurry used to fill voids under the slab is a fluid substance and will flow through small cracks and crevices and CONTRACTOR shall not be responsible for damage resulting therefrom. Should there be any cracks in the sewer drain pipes or any other drain lines under the slab due to settling or raising, the price below does not include such repairs of any damage resulting therefrom. CONTRACTOR requires that HOMEOWNER has a Hydrostatic Pressure Test performed on under slab sewer/drain lines by an independent plumber before and after leveling is completed. This test is to check for leaks or breaks in sewer/drain lines. CONTRACTOR will keep the pipes open and operative. CONTRACTOR is not responsible for cleaning, roto-rooting, or repairing.

8. It is not anticipated that there will be any problems with the plumbing above the slab. However, if any leaks occur in the potable water or gas pipes due to the raising, CONTRACTOR will cause such leaks to be repaired at his expense, corrosion damage excluded.

9. Although CONTRACTOR has examined the building/structure heretofore described he is not totally familiar with conditions below ground level, the design of the foundation, or the construction materials used in the foundation and is making his recommendations based upon his experience in the industry. By reason of uncertainty, there is no assurance that the desired results will be totally achieved and that the same or similar problems may not occur in the future. IT IS UNDERSTOOD THAT IF A BUILDING/STRUCTURE IS PARTIALLY PIERED FURTHER SETTLEMENT MAY OCCUR IN OTHER AREAS SUCH AS THE REMAINDER OF THE PERIMETER AND/OR THE INTERIOR OF THE BUILDING/STRUCTURE. THEREFORE, THESE OTHER AREAS ABOVE MENTIONED ARE NOT COVERED BY OUR SERVICE AGREEMENT. When raising a slab, it is possible that more stress fractures will develop in the slab and damage will result above the level of the slab such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials. Therefore, the price below does not include any redecorating, repairing, or replacing of any material or items not specifically called for in this AGREEMENT. CONTRACTOR will remove and place in area of property as designated by OWNER any plants or shrubs on an as needed basis for project operations. Plants and shrubs will be returned to original positions as part of Project Completion. CONTRACTOR assumes no responsibility for plants, trees or shrubs which may be damaged or die during operation and OWNER waives any claim for damages for each and all items set forth in this paragraph. OWNER further releases CONTRACTOR from any liability for damage due to poor construction of building/structure not disclosed to CONTRACTOR by OWNER prior to commencement of work called for in this AGREEMENT.

10. Where holes are dug in order to perform work called for in this AGREEMENT, CONTRACTOR assumes no responsibility for damage to underground lines such as, but not limited to, electrical, or gas lines not installed by utility companies or cable companies which are not clearly marked by OWNER on the work plan prior to work commencing. OWNER waives all claims for such damages set forth in this paragraph.

11. CONTRACTOR will carry Workers Compensation and General Liability Insurance up to the limit of one million dollars (\$1,000,000).

12. Total cost for this work will be THREE THOUSAND FIVE HUNDRED (\$3500.00)

PAYMENT AS FOLLOWS: OWNER agrees to pay CONTRACTOR for one-half (1/2) of the total contract price on the day the concrete pour is completed, and the final one-half (1/2) on the day the leveling is completed. In the event it is necessary to file suit for the enforcement of this contract, suit shall be filed in Harris County, Texas and the homeowner/agent agrees to pay all costs of collecting or attempting to collect or secure the moneys due pursuant to this contract, including a reasonable attorney's fee. All amounts due under this contract that are not paid when due will bear interest at the lower of the maximum rate permitted by law 18% per annum from the time at which such amounts become due. If under slab plumbing needs to be repaired before CONTRACTOR can mudpump void, CONTRACTOR will mudpump within seven days of OWNER contacting office and advising that plumbing repairs are completed. Contractor will adjust previous contractors piers at a rate of \$ 125 per pier. OUR SERVICE AGREEMENT covers Dawson Foundation Repair piers only. NO SERVICE AGREEMENT ON PREVIOUS CONTRACTORS PIERS.

13. LIFETIME SERVICE AGREEMENT: OWNER RECOGNIZES THAT SOIL CONDITIONS IN THIS AREA ARE SUCH THAT THERE MAY OCCUR SOME FUTURE SHIFTING OF THE SOIL, PARTICULARLY DURING PERIODS OF EXTENDED DRY WEATHER, WHICH MAY RESULT IN NEW OR ADDITIONAL SETTLING. IF ANY RE-RAISING OF THE AREA OF THE BUILDING/STRUCTURE ON WHICH CONTRACTOR PERFORMS THE WORK SET FORTH HEREIN IS NECESSARY DUE TO SETTLING, AFTER COMPLETION OF PROJECT, CONTRACTOR WILL RE-RAISE SETTLED AREAS WHERE THE ABOVE DESCRIBED PIERS HAVE BEEN INSTALLED WITHOUT COST TO THE OWNER, EXCEPT FOR REMOVAL AND/OR REPLACEMENT OF FLOOR OR GROUND COVERING. THIS SERVICE AGREEMENT WILL NOT EXTEND TO ANY PORTION, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INTERIOR AREAS OF THE BUILDING/STRUCTURE OTHER THAN THOSE PORTIONS UPON WHICH CONTRACTOR ACTUALLY PERFORMS WORK PURSUANT HERETO. SETTLEMENT OF MORE THAN THREE EIGHTS OF ONE INCH CONSTITUTES POSSIBLE NECESSITY OF RE-RAISING. IF ANY OTHER CONTRACTOR ADJUSTS DAWSON FOUNDATION REPAIR PIERS THE LIFETIME SERVICE AGREEMENT WILL BE VOID ON THOSE PIERS.

14. This AGREEMENT, in order to be binding upon CONTRACTOR, must be signed in the space provided below, and one copy returned to the office of DAWSON FOUNDATION REPAIR INC. within ninety (90) days from the date shown below.

15. The OWNER may order extra work to be done not included in this AGREEMENT, in which event a separate AGREEMENT for such work shall be entered into between OWNER and CONTRACTOR. No oral representation made by anyone can change or modify this AGREEMENT.

16. This SERVICE AGREEMENT may be transferred. In order for the transfer to be effective, written notification thereof must be furnished to CONTRACTOR within ninety days of closing of sale by OWNER named below in person or by registered mail. These requirements must be met within ninety days of closing or the SERVICE AGREEMENT becomes null and void. Before transferring any remaining agreement, Dawson reserves the right to inspect the property to determine if there have been any intervening situations that might affect the agreement.

17. If it becomes necessary to cut builders piers, there will be an additional charge of \$ N/A per builders pier cut.

18. OWNER also understands that negative or poor drainage away from the building/structure (such as, but not limited to, pooling) or trees in close proximity to the building/structure can cause further foundation problems both in areas where piers are installed and in areas where piers are not installed. CONTRACTOR can not correct heaving of building/structure caused by problems such as, but not limited to, poor drainage or plumbing leaks.

19. MOLD AND OTHER CONTAMINANTS: CONTRACTOR and OWNER expressly agree that CONTRACTOR and its employees and agents will not be liable for damages or costs of any type - and OWNER will hold harmless and indemnify CONTRACTOR from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the AGREEMENT of the OWNER to these provisions.

20. CONTRACTOR WILL SUBMIT PLANS FOR ALL REPAIR WORK CALLED FOR IN THIS AGREEMENT TO THE APPROPRIATE CITY BUILDING INSPECTION DEPARTMENT FOR PERMITS AND INSPECTIONS.

The undersigned has read all of the terms of the AGREEMENT, is familiar with its provisions, is aware of soil conditions in Houston and the surrounding area and resulting possible settling therefrom and accepts the AGREEMENT subject to the terms and conditions therein contained.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

Sept. 3, 2009
DATE

August 24th 2009
DATE

R.J. Klusen
OWNER

Martin Dewar
CONTRACTOR

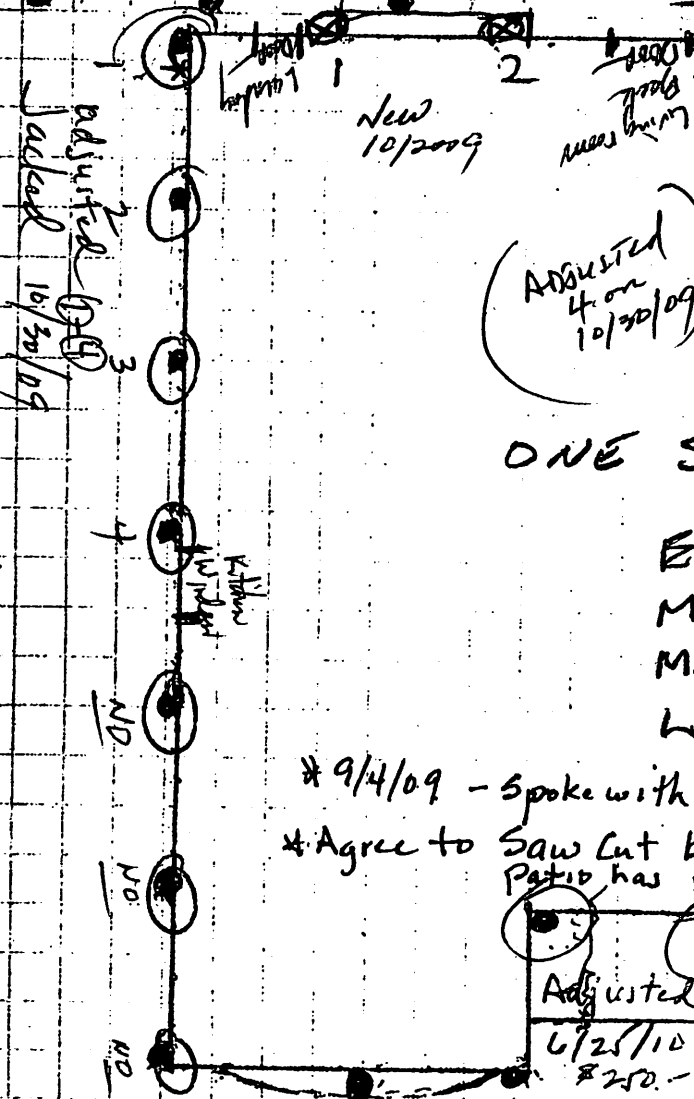
DAWSON FOUNDATION REPAIR, INC.

SM-RANGE (FRAMES)

25 PIERS
Lowell Thomas
1 NOV. 99

(L-1
0mm)

E'9E



⊗ 7 NEW PIERS - 3500

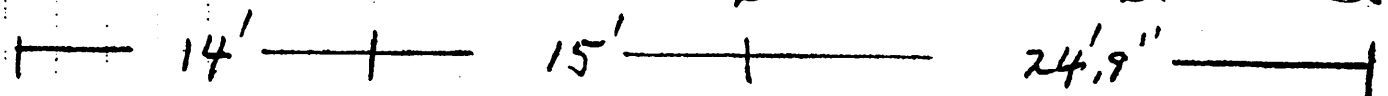
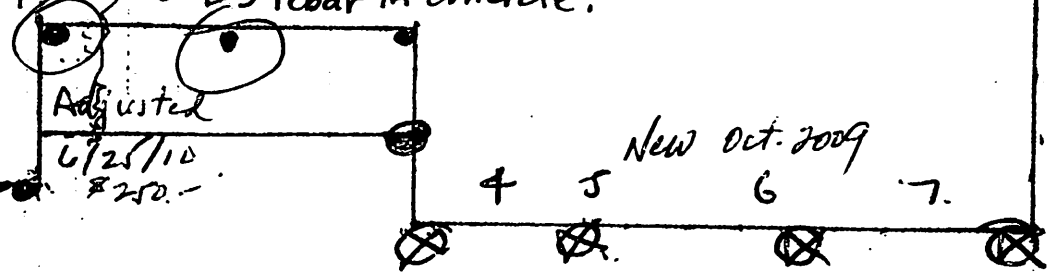
⊙ 7 OLD PIERS - 875

ADJUST
LOWELL THOMAS
4375

ONE STORY BRICK

ELEVATIONS SHOW INTERIOR
MOVEMENT - INTENT IS TO
MAINLY STABILIZE, NOT
LEVEL BASES ON ELEVATIONS

* 9/4/09 - Spoke with M. Dawson.
* Agree to Saw Cut back patio for piers 1,2,3 are located
Patio has #3 rebar in concrete.



DAWSON

Foundation Repair Inc.

ORIGINAL

6906 Chetwood • Houston, Texas 77081 • (713) 668-2110 • Fax (713) 668-8521

Project/Permit No: 090001744

Building Official
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
Attn: Chief Structural Inspector

Reference: Address 509 Providence, Friendswood Tx
Permit Number 090001744
Zone if given _____

Dear Sir or Madam:

This is to certify that, in accordance the City of Houston Building Code, special inspection services were provided on the referenced project for the following portions for the following portions of the work which required special inspection and which Norex Engineering, was employed to test and observe:

Drilled bell-bottom piers

Of interior piers _____

Of exterior piers 7

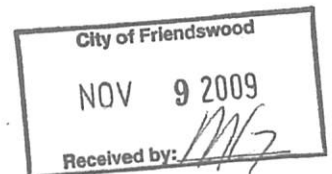
Based on the progress reports submitted for the tests and observations, the work requiring special inspection was, to the best of my knowledge, in conformance with the design professional's permitted construction plans and specifications and the applicable workmanship provisions of the Building Code. If there are any questions regarding this letter please call 281-474-2640.

Sincerely,



Engineer

Date: 1/11/9



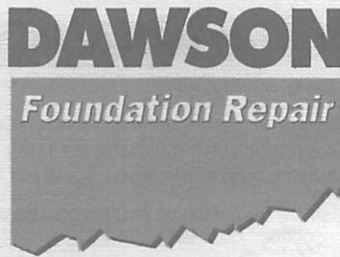
AGREEMENT



Interior

2011 ADDED PIERS

ADJUSTED 10 EXT. PIERS



Austin: 512-444-5020
 Corpus Christi: 361-855-8440
 Dallas: 214-234-8421
 Houston: 713-668-2110
 San Antonio: 210-826-7008
 Toll Free: 800-368-7662
 Fax: 713-668-8521

6906 Chetwood Dr, Houston, Texas 77081 • www.dawsonfoundationrepair.com

1. DAWSON FOUNDATION REPAIR INC., hereafter called CONTRACTOR and MR KLASSEN

hereafter called OWNER, agree that CONTRACTOR will furnish labor, equipment and materials to perform the following described work to the hereinafter described building/structure located at 504 PROVIDENCE DR.

2. CONTRACTOR WILL INSTALL 8 PIERS & JACKS

BELL-BOTTOM PIERS UNDER THE FOUNDATION BEAMS OF THE BUILDING/STRUCTURE IN PLACES RECOMMENDED BY CONTRACTOR. PIERS WILL HAVE AN APPROXIMATELY THIRTY-SIX INCH DEEP JACKING PAD. THIS JACKING PAD THEN TAPERS TO A NINE INCH SHAFT, APPROXIMATELY THREE FEET SIX INCHES BELOW GRADE-BEAM. BASED ON A CORE TEST, THE PIERS MAY HAVE TO BE PLACED AT A DEPTH OF NO LESS THAN EIGHT FEET OR A DEPTH OF NO MORE THAN TWELVE FEET, SAND, ROCK, STONE, WATERTABLE, OR SUBSURFACE, MAN-PLACED OBJECTS PERMITTING. PIERS WILL BE UNDER-REAMED WITH A TWENTY-TWO INCH BELL BOTTOM. EACH PIER WILL BE REINFORCED WITH THREE (3) ONE HALF (1/2) INCH STEEL RODS AND POURED WITH FIVE-SACK CONCRETE. WHERE SOIL CONDITIONS DO NOT PERMIT CONTRACTOR TO INSTALL BELL BOTTOM PIERS, CONTRACTOR WILL INSTALL A SPREAD FOOTING DEPTH AND WIDTH TO BE DETERMINED BY EXCAVATION AFTER CORE TEST; AND CONSULTATIONS WITH ENGINEER OF RECORD. CONTRACTOR WILL RAISE IN AREA WHERE PIERS ARE INSTALLED

of the building/structure and level to as near level line as construction of the building/structure will permit and will fill voids under the raised area by use of the mud-jack method. OWNER approves this method of repair and recognizes that such method is a generally accepted method of foundation repair employed in the area.

3. If slab is a post tension design, degree of levelness may be limited by structural integrity of the slab. There are three main problems with construction of post tension slabs. First the post tension cables may not have been tensioned correctly at the time of construction. Second, interior structural grade beams are not always located under load bearing walls. Third the cable tendons are not grouted properly at the exterior grade beam and can rust therefore creating a loss of cable tension. CONTRACTOR recommends that post tension cable slabs be checked by a post tension cable company after raising of the slab foundation has been completed. If cracks in the slab exceed one-eighth (1/8) of one inch, CONTRACTOR recommends that these cracks be pressure injected with epoxy by a company which specializes in this type of work.

4. Where interior piers are needed to correct foundation problems CONTRACTOR will use masking tape to hold plastic sheeting to walls for protection of walls. In the event that wallpaper or paint is damaged on removal of tape and plastic owner releases CONTRACTOR of liability for damage to paint and wallpaper.

5. Where holes are broken through slab, patios, sidewalks or driveways in order to install piers; CONTRACTOR will patch concrete. However, patches will not match color or texture of original concrete. CONTRACTOR will (break through) but will not replace exterior ground cover such as but not limited to brick, stone pavers, astroturf, etc. Where tile or vinyl is broken through to install piers CONTRACTOR will not repair or replace tile or vinyl. Where floor covering (i.e. carpet, wood floors, parquet etc.) has to be removed to install interior piers CONTRACTOR will not remove or replace floor coverings. OWNER understands and agrees that where interior piers are installed concrete patches should be sealed with concrete sealant by owner or flooring contractors before any floor coverings are replaced. Where piers are installed through a "sunken" below grade section of slab; CONTRACTOR accepts no responsibility for water intrusion after work is completed. CONTRACTOR will haul off excavated clay and debris.

6. Slurry to be pumped into voids will consist of soil and approximately two and one-half (2 1/2) sacks of stabilizing agent per cubic yard of soil. Due to the high plasticity of Houston area soils, CONTRACTOR recommends that any areas of the foundation which are raised approximately one inch or less should not be pumped with slurry.

7. It is understood and agreed that the slurry used to fill voids under the slab is a fluid substance and will flow through small cracks and crevices and CONTRACTOR shall not be responsible for damage resulting therefrom. Should there be any cracks in the sewer drain pipes or any other drain lines under the slab due to settling or raising, the price below does not include such repairs of any damage resulting therefrom. CONTRACTOR will have a Hydrostatic Pressure test performed on under slab sewer/drain lines by an independent plumber after leveling is completed. This test is to check for leaks or breaks in sewer/drain lines. CONTRACTOR will keep the pipes open and operative. CONTRACTOR is not responsible for cleaning, roto-rooting, or repairing.

8. It is not anticipated that there will be any problems with the plumbing above the slab. However, if any leaks occur in the potable water or gas pipes due to the raising, CONTRACTOR will cause such leaks to be repaired at his expense, corrosion damage excluded. Should there be any leaks in potable water lines under or within the slab due to settling or raising, the price below does not include repair of lines or any damage resulting therefrom.

9. Although CONTRACTOR has examined the building/structure heretofore described he is not totally familiar with conditions below ground level, the design of the foundation, or the construction materials used in the foundation and is making his recommendations based upon his experience in the industry. By reason of uncertainty, there is no assurance that the desired results will be totally achieved and that the same or similar problems may not occur in the future. IT IS UNDERSTOOD THAT IF A BUILDING/STRUCTURE IS PARTIALLY PIERED FURTHER SETTLEMENT MAY OCCUR IN OTHER AREAS SUCH AS THE REMAINDER OF THE PERIMETER AND/OR THE INTERIOR OF THE BUILDING/STRUCTURE. THEREFORE, THESE OTHER AREAS ABOVE MENTIONED ARE NOT COVERED BY OUR SERVICE AGREEMENT. When raising a slab, it is possible that more stress fractures will develop in the slab and damage will result above the level of the slab such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials. Therefore, the price below does not include any redecorating, repairing, or replacing of any material or items not specifically called for in this AGREEMENT. CONTRACTOR will remove and place in area of property as designated by OWNER any plants or shrubs on an as needed basis for project operations. Plants and shrubs will be returned to original positions as part of Project Completion. CONTRACTOR assumes no responsibility for plants, trees or shrubs which may be damaged or die during operation and OWNER waives any claim for damages for each and all items set forth in this paragraph. OWNER further releases CONTRACTOR from any liability for damage due to poor construction of building/structure not disclosed to CONTRACTOR by OWNER prior to commencement of work called for in this AGREEMENT.

MR KLASSEN 509 Providence Dr. Friendswood TX 77546
OWNER ADDRESS CITY STATE ZIP CODE

- 10. Where holes are dug in order to perform work called for in this AGREEMENT, CONTRACTOR assumes no responsibility for damage to underground lines such as, but not limited to, electrical, or gas lines not installed by utility companies or cable companies which are not clearly marked by OWNER on the work plan prior to work commencing. OWNER waives all claims for such damages set forth in this paragraph.
- 11. CONTRACTOR will carry Workers Compensation and General Liability Insurance up to the limit of one million dollars (\$1,000,000).
- 12. Total cost for this work will be \$6,450.00

PAYMENT AS FOLLOWS: OWNER agrees to pay CONTRACTOR for one-half (1/2) of the total contract price on the day the concrete pour is completed, and the final one-half (1/2) on the day the leveling is completed. In the event it is necessary to file suit for the enforcement of this contract, suit shall be filed in Harris County, Texas and the homeowner/agent agrees to pay all costs of collecting or attempting to collect or secure the moneys due pursuant to this contract, including a reasonable attorney's fee. All amounts due under this contract that are not paid when due will bear interest at the lower of the maximum rate permitted by law 18% per annum from the time at which such amounts become due. If under slab plumbing needs to be repaired before CONTRACTOR can mudpump void, CONTRACTOR will mudpump within seven days of OWNER contacting office and advising that plumbing repairs are completed. Contractor will adjust previous contractors piers at a rate of \$_____ per pier. OUR SERVICE AGREEMENT covers Dawson Foundation Repair piers only. NO SERVICE AGREEMENT ON PREVIOUS CONTRACTORS PIERS.

13. **LIFETIME SERVICE AGREEMENT: OWNER RECOGNIZES THAT SOIL CONDITIONS IN THIS AREA ARE SUCH THAT THERE MAY OCCUR SOME FUTURE SHIFTING OF THE SOIL, PARTICULARLY DURING PERIODS OF EXTENDED DRY WEATHER, WHICH MAY RESULT IN NEW OR ADDITIONAL SETTLING. IF ANY RE-RAISING OF THE AREA OF THE BUILDING/STRUCTURE ON WHICH CONTRACTOR PERFORMS THE WORK SET FORTH HEREIN IS NECESSARY DUE TO SETTLING, AFTER COMPLETION OF PROJECT, CONTRACTOR WILL RE-RAISE SETTLED AREAS WHERE THE ABOVE DESCRIBED PIERS HAVE BEEN INSTALLED WITHOUT COST TO THE OWNER, EXCEPT FOR REMOVAL AND/OR REPLACEMENT OF FLOOR OR GROUND COVERING. THIS SERVICE AGREEMENT WILL NOT EXTEND TO ANY PORTION, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INTERIOR AREAS OF THE BUILDING/STRUCTURE OTHER THAN THOSE PORTIONS UPON WHICH CONTRACTOR ACTUALLY PERFORMS WORK PURSUANT HERETO. SETTLEMENT OF MORE THAN THREE EIGHTS OF ONE INCH CONSTITUTES POSSIBLE NECESSITY OF RE-RAISING. IF ANY OTHER CONTRACTOR ADJUSTS DAWSON FOUNDATION REPAIR PIERS THE LIFETIME SERVICE AGREEMENT WILL BE VOID ON THOSE PIERS.**

14. This AGREEMENT, in order to be binding upon CONTRACTOR, must be signed in the space provided below, and one copy returned to the office of DAWSON FOUNDATION REPAIR INC. within ninety (90) days from the date shown below.

15. The OWNER may order extra work to be done not included in this AGREEMENT, in which event a separate AGREEMENT for such work shall be entered into between OWNER and CONTRACTOR. No oral representation made by anyone can change or modify this AGREEMENT.

16. This SERVICE AGREEMENT may be transferred. In order for the transfer to be effective, written notification thereof must be furnished to CONTRACTOR within ninety days of closing of sale by OWNER named below in person or by registered mail. These requirements must be met within ninety days of closing or the SERVICE AGREEMENT becomes null and void. Before transferring any remaining agreement, Dawson reserves the right to inspect the property to determine if there have been any intervening situations that might affect the agreement.

17. If it becomes necessary to cut builders piers, there will be an additional charge of \$_____ per builders pier cut.

18. OWNER also understands that negative or poor drainage away from the building/structure (such as, but not limited to, pooling) or trees in close proximity to the building/structure can cause further foundation problems both in areas where piers are installed and in areas where piers are not installed. CONTRACTOR can not correct heaving of building/structure caused by problems such as, but not limited to, poor drainage or plumbing leaks.

10. **MOLD AND OTHER CONTAMINANTS:** CONTRACTOR and OWNER expressly agree that CONTRACTOR and its employees and agents will not be liable for damages or costs of any type - and OWNER will hold harmless and indemnify CONTRACTOR from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the AGREEMENT of the OWNER to these provisions.

20. **CONTRACTOR WILL SUBMIT PLANS FOR ALL REPAIR WORK CALLED FOR IN THIS AGREEMENT TO THE APPROPRIATE CITY BUILDING INSPECTION DEPARTMENT FOR PERMITS AND INSPECTIONS.**

The undersigned has read all of the terms of the AGREEMENT, is familiar with its provisions, is aware of soil conditions in Houston and the surrounding area and resulting possible settling therefrom and accepts the AGREEMENT subject to the terms and conditions therein contained.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

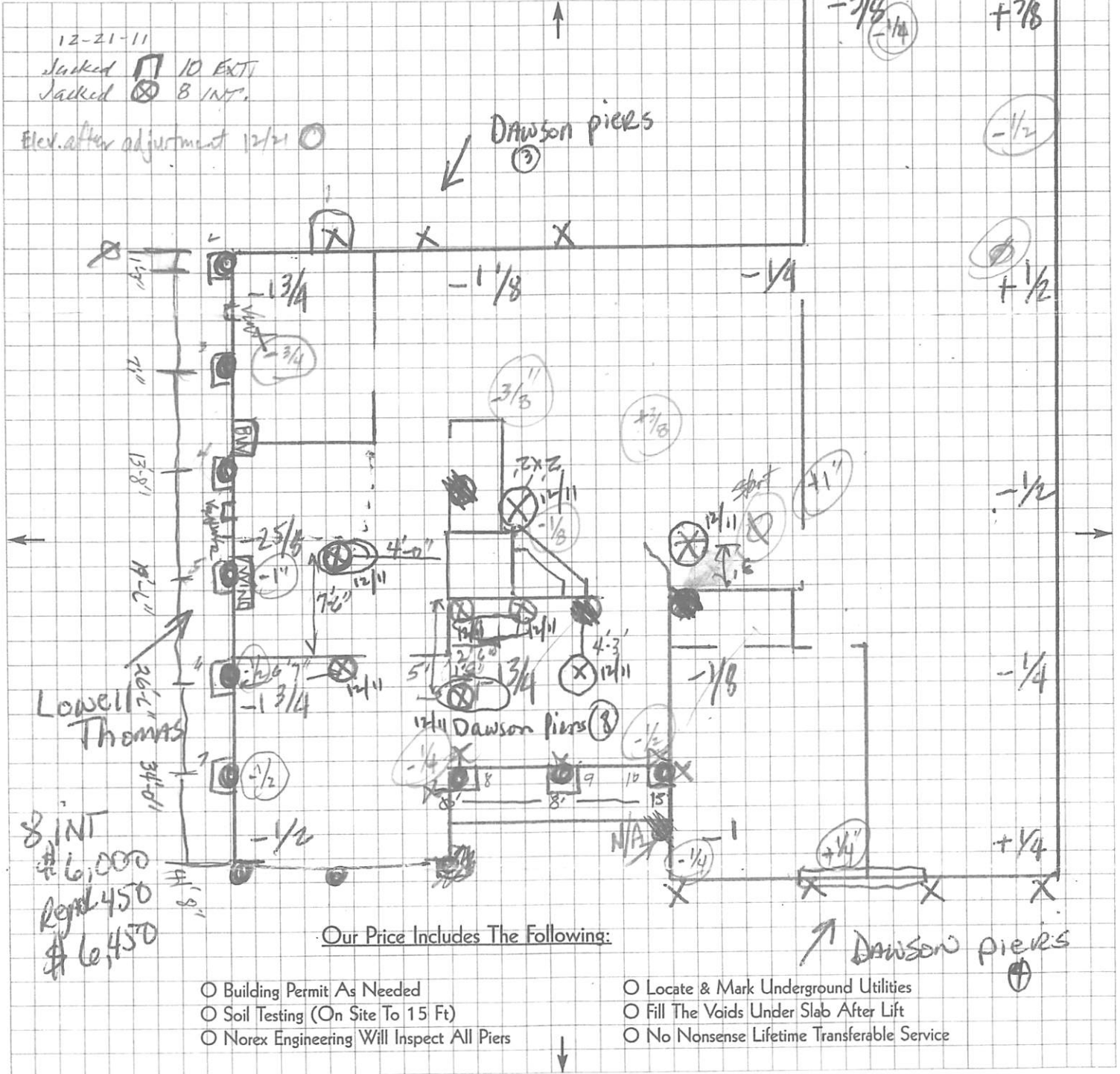
DATE 9-15-11
DATE 9-13-11

OWNER B. J. Klassen
CONTRACTOR Dod Meyer
DAWSON FOUNDATION REPAIR, INC.

- ⊗ = PIER LOCATION
- = PIER LOCATION OPTION 2
- X = EXISTING PIERS
- ⊠ = PIERS TO BE REJACKED

ADDRESS 509 Providence Dr.
 CONTACT MR KLASSEN
 PHONE NO. () 2993-0166
 () _____

HYDROSTATIC TEST PRE-TEST POST-TEST NO-TEST



- ____ MAX. LIFT
- ____ RAINBOW/PEA GRAVEL PATCHES
- ____ WOOD INT. PIERS DUG & POURED 12-7-2011
- ____ BRICK
- ____ ONE-STORY INT & EXT PIERS
- ____ TWO-STORY JACKED & LEVELLED
- ____ BREAK-OUTS 12-21-2011
- ____ GARAGE ATTACHED
- ____ GARAGE DETACHED



6906 Chetwood • Houston, Texas 77081
 (713) 668-2110 Fax 668-8521
 1-800-368-7662



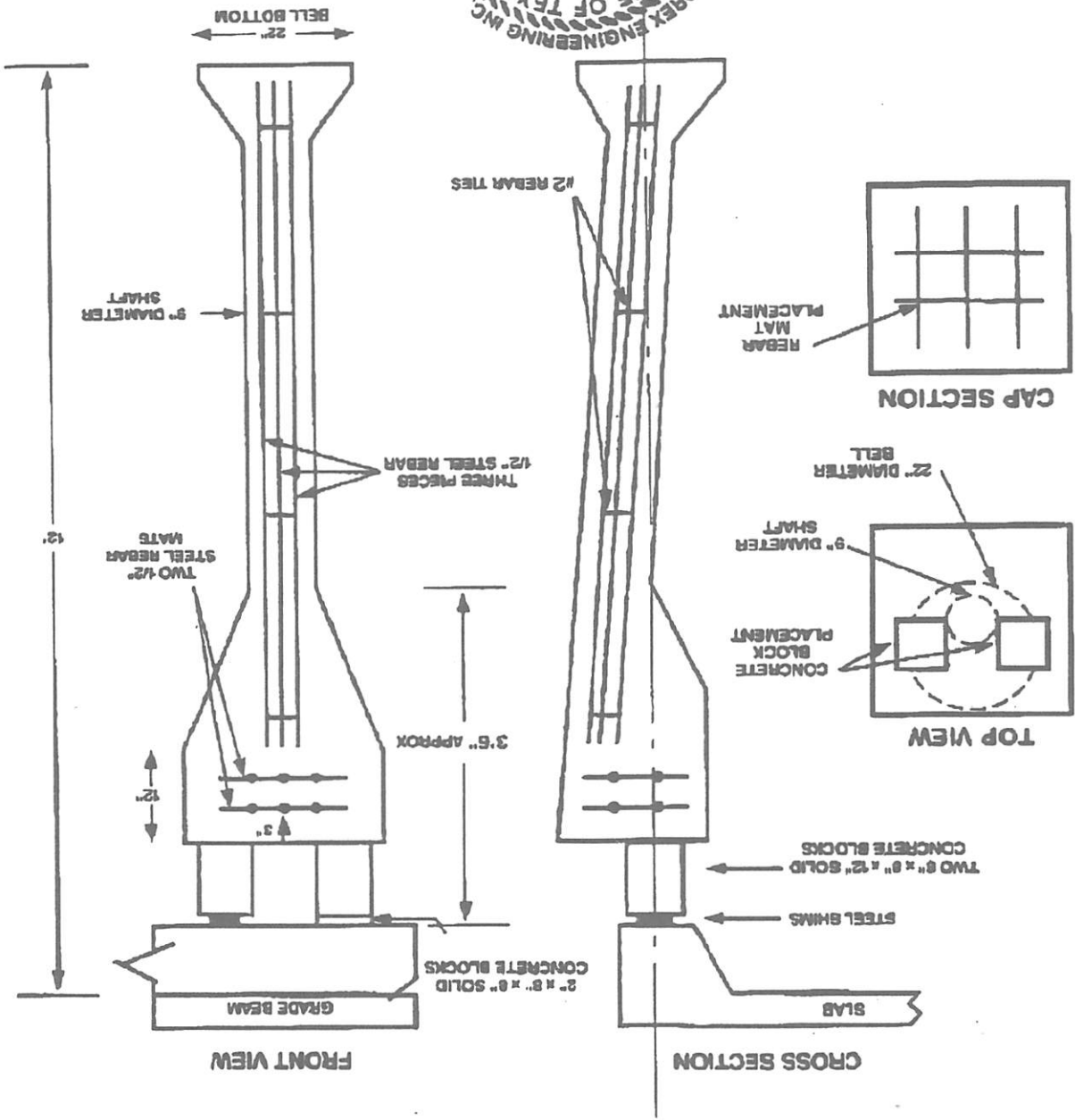
SERVING
 Austin, Bryan/College Station,
 Corpus Christi, Dallas, Houston,
 San Antonio, and Victoria

NOTE: DEPTH OF PIER MAY VARY ACCORDING TO LOCATION OF STABLE LOAD-BEARING CLAY. (EIGHT FOOT MINIMUM DEPTH).
 ALL PIERS POURED WITH 6 SACK CONCRETE.

SEKVIC INC
 Austin, Bryan/College Station
 Corpus Christi, Dallas, Houston,
 San Antonio, and Victoria



6906 Chetwood - Houston, Texas 77081
 (713) 688-2110 Fax (713) 668-8521



EXAMPLE PIER DIAGRAM

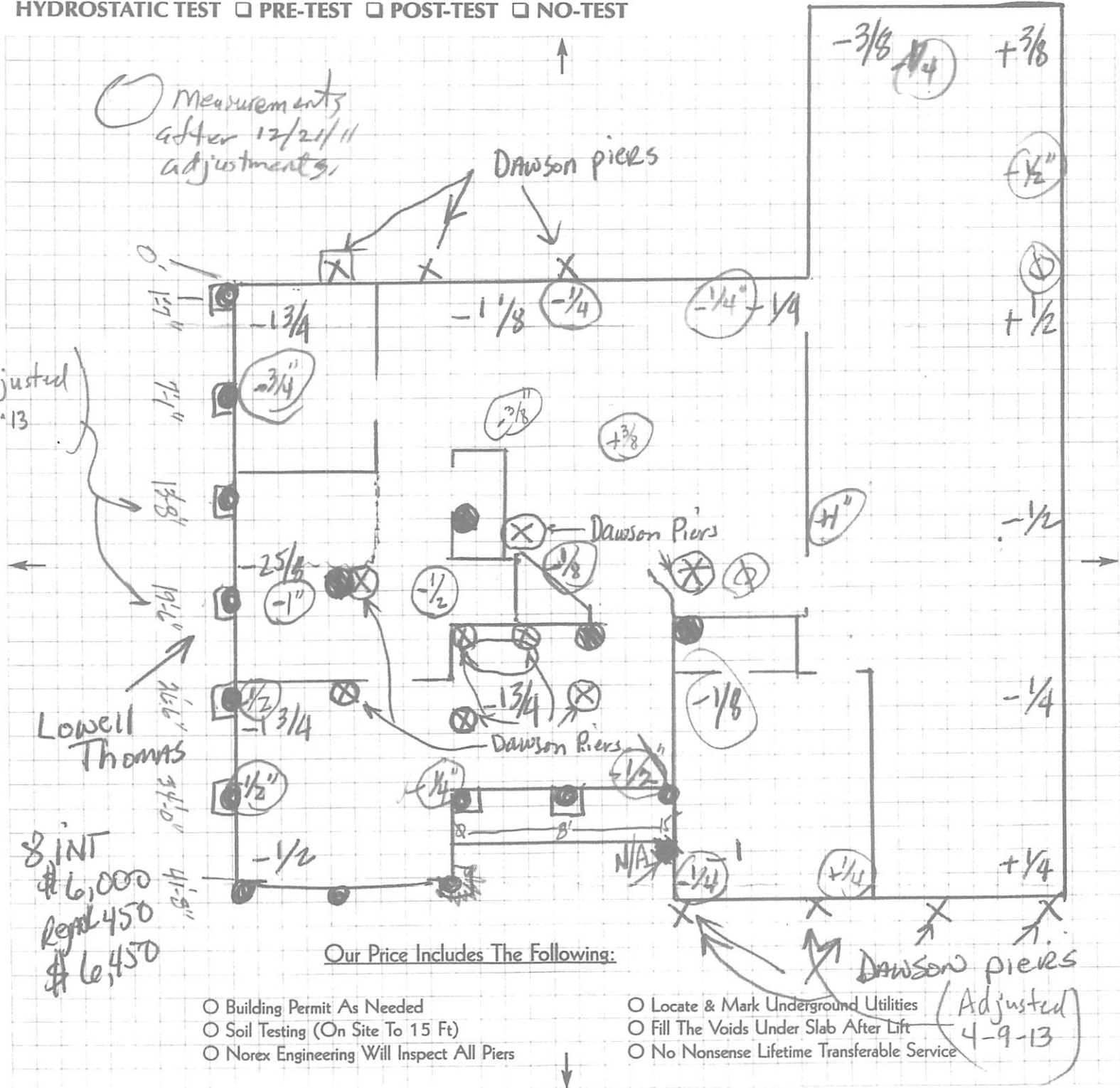
509 PROVIDENCE

- (X) = PIER LOCATION
- (●) = PIER LOCATION OPTION 2
- X = EXISTING PIERS
- [X] = PIERS TO BE REJACKED

2013
ADJUSTMENTS

ADDRESS 509 Providence Dr.
 CONTACT MR KLASSEN
 PHONE NO. () 2 993-0166
 () _____

HYDROSTATIC TEST PRE-TEST POST-TEST NO-TEST



Adjusted
4-9-13

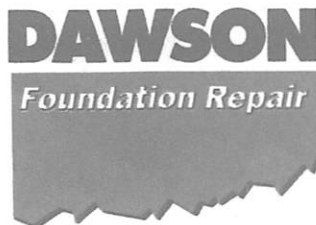
Lowell Thomas

8 INT
\$6,000
Repl 450
\$6,450

Our Price Includes The Following:

- Building Permit As Needed
- Soil Testing (On Site To 15 Ft)
- Norex Engineering Will Inspect All Piers
- Locate & Mark Underground Utilities
- Fill The Voids Under Slab After Lift
- No Nonsense Lifetime Transferable Service

- _____ MAX. LIFT
- _____ RAINBOW/PEA GRAVEL PATCHES
- _____ WOOD
- _____ BRICK
- _____ ONE-STORY
- _____ TWO-STORY
- _____ BREAK-OUTS
- _____ GARAGE ATTACHED



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