

DAWSON DRIVEN PILE SYSTEM™ AGREEMENT



Austin: 514-444-5020
Corpus Christi: 361-855-8440
Dallas: 214-234-8421
Houston: 281-673-0894
San Antonio: 210-826-7008
Toll Free: 800-368-7662
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1. DAWSON FOUNDATION REPAIR DRIVEN PILE COMPANY INC. hereafter called CONTRACTOR and Josephine Taylor
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 1518 Sheffield Dr, Missouri City, TX 77459
2. CONTRACTOR WILL INSTALL Seventeen (17) PILINGS DRIVEN TO REFUSAL UNDER THE FOUNDATION BEAMS OF THE BUILDING/STRUCTURE IN PLACES RECOMMENDED BY CONTRACTOR. SEE DIAGRAM FOR DAWSON DRIVEN PILE SYSTEM™ SPECIFICATIONS. CONTRACTOR WILL RAISE areas where piles 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, if the cable tendons are not grouted properly at the exterior grade beam, they can rust which results in 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 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 that 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 or 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 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 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 Texas 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 foundation due to settling or raising, the price below does not include such repairs of any damage resulting therefrom. CONTRACTOR will have one hydrostatic pressure test performed sewer/drain lines under the foundation by an independent plumber after leveling is completed if needed. In the event plumber cannot find a clean out to perform hydrostatic test, installation of clean out is at OWNER's expense. CONTRACTOR is not responsible for install of clean out, isolation test, cleaning, roto-rooting, or repairing. CONTRACTOR will keep the pipes open and operative. **IF POST HYDROSTATIC TEST SHOWS A LEAK IS PRESENT, CUSTOMER HAS NINETY (90) DAYS TO CORRECT LEAK OR SERVICE AGREEMENT BECOMES NULL AND VOID.**
8. It is not anticipated that there will be any problems with the plumbing above the foundation. However, if any leaks occur in the potable water or gas pipes due to the raising, CONTRACTOR will repair at own 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, CONTRACTOR is not totally familiar with conditions below ground level, nor of the design of the foundation or quality of construction materials used in the foundation. All recommendations are based upon experience in the industry, and, therefore, by reason of uncertainty, there is no assurance that the desired results will be totally achieved or that similar problems will 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 foundation, it is possible that more stress fractures will develop in the slab and damage will result above the level of the foundation 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 best to CONTRACTOR's ability 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 Workman's Disability and General Liability Insurance up to the limit of one million dollars (\$1,000,000).

Josephine Taylor 1518 Sheffield Dr Missouri City TX 77459
OWNER ADDRESS CITY STATE ZIPCODE

12. Total cost for Installation and Leveling of Dawson Driven Pile System™ will be \$7,475; Seven Thousand Four Hundred & Seventy Five Dollars

PAYMENT AS FOLLOWS: OWNER agrees to pay CONTRACTOR non-refundable DEPOSIT of \$250 upon signing of Agreement and placement on Install Schedule. This non-refundable deposit is NOT an additional fee. For credit card payments (Only Mastercard and Visa accepted) a convenience fee of 2.75% per transaction is charged. OWNER agrees to pay CONTRACTOR for one-half (1/2) of the total contract price on the FIRST DAY of Phase 1 Installation, and the final one-half (1/2) on the FIRST DAY of Phase 2 Leveling. If work is performed in one day, TOTAL AMOUNT ABOVE will be due the day work commences. CUSTOMER may not withhold any amounts owed for Installation and Leveling of piers due to incomplete mud pump. MUD PUMPS are a separate charge from Installation and Leveling Total in Item 12 and shall be invoiced separately. If under slab plumbing needs to be repaired before CONTRACTOR can mud pump void, OWNER must contact CONTRACTOR after plumbing repair completion and CONTRACTOR will mud pump within ten business days of notice. IF OWNER HAS NOT COMPLETED PLUMBING REPAIRS WITHIN NINETY (90) DAYS OF LEAK DISCOVERY SO MUD PUMP CAN BE PERFORMED, OWNER MUST PAY FULL BALANCE OF MUD PUMP OWED AT THAT TIME. 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 securing 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 18% or the maximum amount permitted by law per annum from the time at which such amounts become due.

13. If MUD PUMPING under the slab is needed, there will be a flat rate charge of \$750 for up to 15 piers and a charge of \$ N/A per pier additionally afterwards, totaling \$ N/A.

14. LIFETIME SERVICE AGREEMENT: OWNER RECOGNIZES THAT SOIL CONDITIONS IN THIS AREA ARE SUCH THAT FUTURE SHIFTING OF THE SOIL MAY OCCUR, 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-EIGHTHS 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.

15. 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.

16. 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.

17. 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, CONTRACTOR reserves the right to inspect the property to determine if there have been any intervening situations that might affect the Agreement.

18. If it becomes necessary to cut builders piers, there will be an additional charge of \$350 per builders pier cut.

19. 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 cannot correct heaving of building/structure caused by problems such as, but not limited to, poor drainage or plumbing leaks.

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, no later than the 60th day before the date you file suit to recover damages in 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.

10-11-15
DATE

10/6/15
DATE

OWNER
Christina for Todd Battarbee
CONTRACTOR FOR DAWSON FOUNDATION REPAIR, INC.