

Lifetime Transferable Warranty

Project Number 09072013 - 2052

U.S. Foundation Repair is herein referred to as contractor. Contractor warrants all piers installed by contractor for the lifetime of the home at no cost for adjustments, non prorated and fully transferable, if any permitting is required by the city to adjust piers, those fees will be paid by the holder of the warranty.

Warranty applies to piers installed by contractor only. Contractor reserves the right to be on premises to inspect all warranted piers and only contractor can do warranty work.

This warranty shall be null and void if the foundation is not properly maintained, or if the structure is altered or modified to any structural degree affecting the piers, the structure is sited on a fault, is undermined by soil erosion, flood, or fire, has water or sewer leaks under or adjacent to the foundation, or has an underground watering system.

This is a registered Warranty for (19) Mega Pile Piers.

Assignment:: This warranty is assignable by the owner if contractor is **Notified within 30** days after the sale of the premises, provided with proof of sale and upon payment of **\$200.00 Transfer Fee.**

If this agreement is not properly and timely made, this warranty is void.

Sincerely,
Bill & Connie Boehlert
U. S. Foundation Repair
6214 Evergreen
Houston, Texas 77081
713-988-9099

Warranty Issued To :

**Derrick Collins
2511 Ashmont Drive
Missouri City, Texas 77459**

Inspection Fee: Home owner must provide contractor with 30 days written notice prior to the contractor visiting the home to perform an inspection for warranty work and pay a --- **\$95.00 Inspection Fee.**

Valid for 30 Days

U.S. Foundation Repair

6214 Evergreen, Houston, Texas 77081

Phone: 713-988-9099

Fax: 281-859-0229

- Fax Both Sides of This Contract -

9-6-7-2012
2352

CONTRACT

Date 7/30/13

Owner Derrick Collins

Phone 281-814-8598

Job Address 2511 Ashmont

City Missouri City Zip 77459

--- We Propose To Do The Following ---

INSTALL 19 Mega Pile Piers, 19 Exterior, _____ Interior (Pilings to be placed per attached drawing)

ADJUST _____ Existing Piers, _____ Exterior, _____ Interior (Field Verify locations of existing piers)

- 1) Use precast concrete pilings hydraulically pressed to the point of refusal and carbon steel shims to stabilize against downward movement. Backfill holes when finished and resurface concrete areas where necessary. Clean up jobsite when completed.
- 2) Contractor is not responsible for damage to plumbing resulting from deterioration or pre-existing problems and leaks. Contractor will only repair damage to water and sewer lines hit by Contractor while excavating for piling installation.
- 3) During the described work, sheetrock, wallpaper, bricks, pipes and other rigid materials may crack or shift. Contractor is not responsible or liable for repairs, decorations, electrical work, carpet, tile, hardwood flooring, cabinetry or the replacement or repair of any materials unless expressly specified in this Agreement.
- 4) If job has begun and it is discovered that the foundation has been constructed of sub-standard materials, if builder piers are discovered after work has begun and it is necessary to cut them loose from the foundation or if it is discovered that extra thick concrete breakouts are required etc, there can and may be an adjustment in the price. Cost for any additional work will be approved by customer at agreed price.
- 5) Home owner is responsible for clearly marking the existence of **Sprinkler Systems** and **Plumbing** such as water lines, septic tanks, additions with plumbing, and water wells.
- 6) **Lifetime Transferable Warranty to be issued on new piers installed only.**
- 7) Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement shall be resolved by mandatory and binding arbitration laws in this state and in accordance with this agreement and the rules the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.
- 8) This contract is subject to Chapter 27, Texas Property Code. The provisions of that chapter may affect your rights 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 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.

**Only Co. in Houston With
Owner On Job Site Start To Finish**

SPECIAL INSTRUCTIONS & COMMENTS:

ACCEPTANCE OF CONTRACT

Home Owner Derrick Collins

DATE 8/5/13

Selling Price \$ 5300.00

Internet Discount \$ -200.00

Final Price \$ 5100.00

Down Payment \$ 500.00 ✓

Balance Due on Completion \$ 4600

U.S. Foundation Repair / Bill Boehlert: Owner

" ADD 3% FOR CREDIT CARD " \$ _____

2 DAY JOB 7AM-11AM

2ND week Sept.

If you call to schedule the repair by 8/10/13 you may take an extra \$200.00 off final price

\$4900.00

Repair scheduled on 8/5/13

Aug 22 13 02:14p

U.S. Foundation Repair

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p.4

U.S. Foundation Repair

6214 Evergreen

Houston, Texas 77081

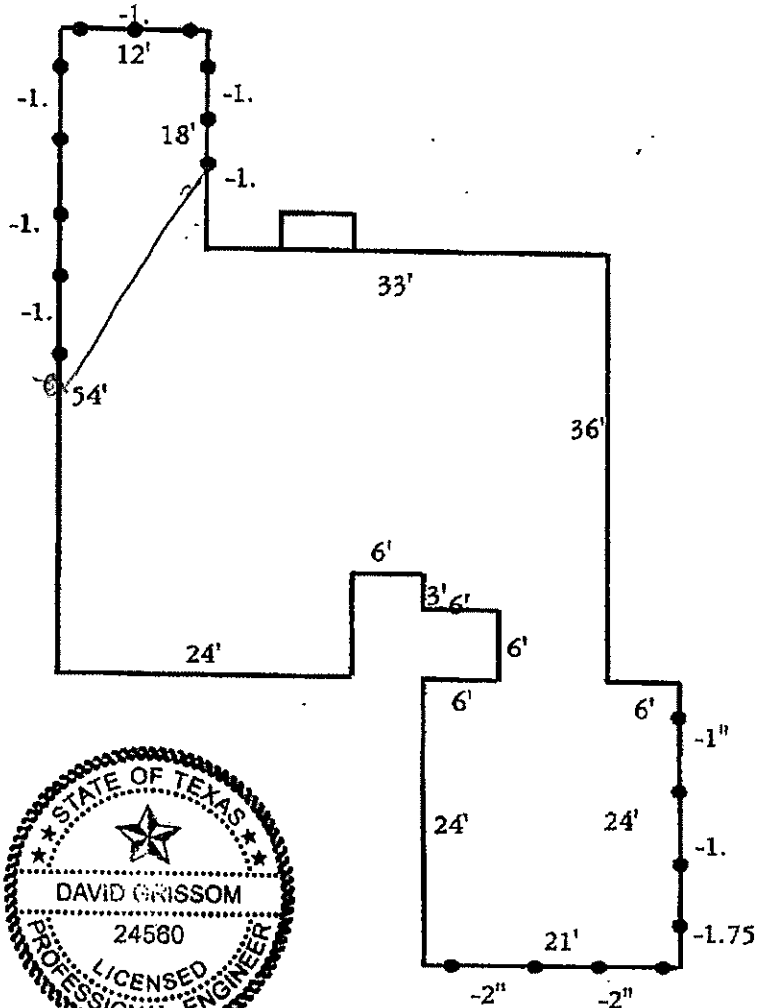
Ph.713-988-9099

fax 208-859-0229

**19 Mega Pile Pier
Approx 6' Center
For**

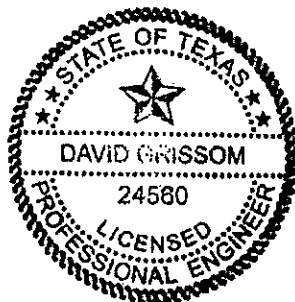
**Derrick Collins
2511 Ashmont Drive
Missouri City, Texas
77459**

David Grissom
Consulting Engineer
F-1086
10802 Vickijohn Court
Houston, TX 77071
713-974-7569

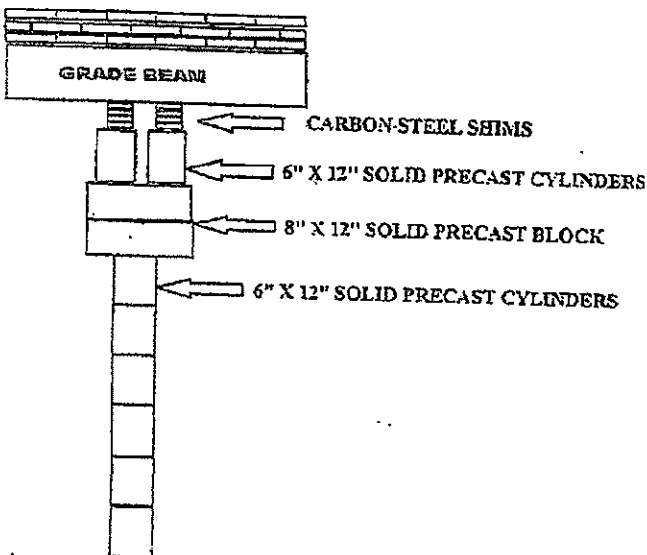


MEGA PILING SYSTEM

- ⊗ Concrete Material in MEGA PILING SYSTEM Shall be 6500 PSI.
- ⊗ MEGA PILING SYSTEM Is Hydraulically Driven to the point of resistance.
- ⊗ The piles are driven until the skin friction is so great that the slab moves upward slightly thus proving that load bearing strength is obtained.



*David Grissom P.E., Ph.D.
22 August 2013*



By sealing and signing Engineer certifies only that piling / pier spacing and piling configuration are adequate for the area of the structure shown and the degree of deflection reported. Engineer did not inspect the property and does not certify as to the extent of work required.

U.S. Foundation Repair

6214 Evergreen St.
Houston, TX 77081

Invoice

Date	Invoice #
9/7/2013	2052

Bill To
Collins , Derrick 2500 Ashmont Drive Missouri City, Texas 77459

Description	Amount
Foundation Repair	5,300.00
Lifetime Transferable Warranty For - 19 - Mega Pile piers	0.00
Internet Discount	-200.00
Down Payment	-500.00
Discount	-200.00
<i>PAID in Full Bill Booked ck # 1152 9/7/13</i>	
Thank you for your business.	Total \$4,400.00