

AGREEMENT



2005

#25210

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

1. DAWSON FOUNDATION REPAIR INC., hereafter called CONTRACTOR and Mrs. Terry

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 10602 Tupper Lake

2. CONTRACTOR WILL INSTALL 12

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 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. 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' Occupational Accident Insurance up to the limit of ten million dollars (\$10,000,000) and General Liability Insurance up to the limit of one million dollars (\$1,000,000).

12. Total cost for this work will be

\$3,960<sup>00</sup>

**PAYMENT TERMS ARE 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. If under slab plumbing needs to be repaired before CONTRACTOR can mudpump void, final balance is due (day of leveling) less ten percent (10%). The final ten percent (10%) is due when mudpumping is complete. If plumbing issues are not resolved within 30 days, final ten percent (10%) is due and payable at this time, and mudpumping will be completed no later than fifteen (15) days after CONTRACTOR has been advised 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 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.**

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.

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.

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.**

7-22-05  
DATE

Maglene L. Terry  
OWNER

7-18-09  
DATE

David May  
CONTRACTOR  
DAWSON FOUNDATION REPAIR, INC.

# AGREEMENT

1986



1802 W. Bell • Houston, Texas 77019 • (713) 522-1939

1. DAWSON FOUNDATION REPAIR CO., hereafter called CONTRACTOR and MR & MRS. PAT TERRY

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 10602 TUPPER LAKE HOUSTON, TEXAS

2. CONTRACTOR will install THIRTY - THREE bell-bottom piers under the foundation beams of the building/structure in places recommended by CONTRACTOR. Piers will have a four-foot deep jacking pad. This jacking pad will be a minimum of twenty-four inches wide down to a depth of twenty-four inches below the grade beam. The jacking pad then tapers from a width of ~~twenty-four~~ THIRTY inches to a minimum width of nine inches at a depth which is four feet below the grade beam. Piers will then be drilled to a depth of not less than twelve feet, watertable or subsurface, man-placed objects permitting, with a shaft nine inches wide at the narrowest point, and with a twenty-two inch under ream at the bottom. Each pier will be reinforced with three(3) one-half (1/2) inch steel rods and poured with 5-sack concrete. CONTRACTOR will raise ALL AREAS WHERE PIERS ARE INSTALLED

THIRTY NO

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. OWNER further releases CONTRACTOR of all liability due to claims that the piers installed by CONTRACTOR are in any manner inconsistent with or damaging to the existing foundation.

SERVICE AGREEMENT covers only the area where piers are installed by DAWSON FOUNDATION REPAIR CO.

3. Where holes are broken through the slab, walks, or driveway, in order to install piers, CONTRACTOR will patch concrete, but will not replace any floor covering. These patches will not match the color or texture of the original concrete. CONTRACTOR will haul off excavated clay and debris.

4. 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.

5. 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 keep the pipes open and operative. CONTRACTOR will test the drain lines upon completion of the job to determine if all are working. CONTRACTOR is not responsible for cleaning, roto-rooting, or repairing.

6. 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.

7. 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 recommendation 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. 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 materials or items not specifically called for in this AGREEMENT. CONTRACTOR will remove, place in area of property as designated by owner any plants and 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 during operation and OWNER waives any claims for damages for each and all items set forth in this paragraph.

8. CONTRACTOR will carry standard Worker's Compensation and General Liability Insurance up to the amounts of five hundred thousand dollars (\$500,000.00).

9. The total cost for this work will be SIX THOUSAND TWO HUNDRED AND SEVENTY - FIVE DOLLARS

Payment terms are as follows: CONTRACTOR will invoice for one-half (1/2) of the total contract price after concrete is poured, and the final one-half (1/2) upon project completion.

10. 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 during the first ten (10) years after completion of project, CONTRACTOR will re-raise settled areas where the above described piers have been installed without cost to the OWNER. The AGREEMENT will not extend to any portion of the building other than the portion upon which CONTRACTOR actually performs work pursuant hereto.

11. 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 CO. within ninety (90) days from the date shown below.

12. 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.

13. This SERVICE AGREEMENT may be transferred. In order for the transfer to be effective, written notification thereof must be furnished to CONTRACTOR upon closing of sale by owner named below in person or by registered mail.

14. If it becomes necessary to cut builders piers, there will be an additional charge of thirty dollars (\$30.00) per builders pier cut.

15. CONTRACTOR WILL HAVE PLANS FOR ALL REPAIR WORK CALLED FOR IN THIS AGREEMENT APPROVED BY A REGISTERED PROFESSIONAL STRUCTURAL ENGINEER. PLANS WILL BE SUBMITTED TO THE CITY BUILDING INSPECTION DEPARTMENT FOR APPROPRIATE PERMITS AND OWNER SHALL BE FURTHER ASSURED OF IMPARTIAL MONITORING OF WORK IN PROGRESS.

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.

JUNE 9, 1986  
DATE

Patrick B. Jeng  
OWNER

May 20th 1986  
DATE

M. Jeng  
CONTRACTOR  
DAWSON FOUNDATION REPAIR CO.

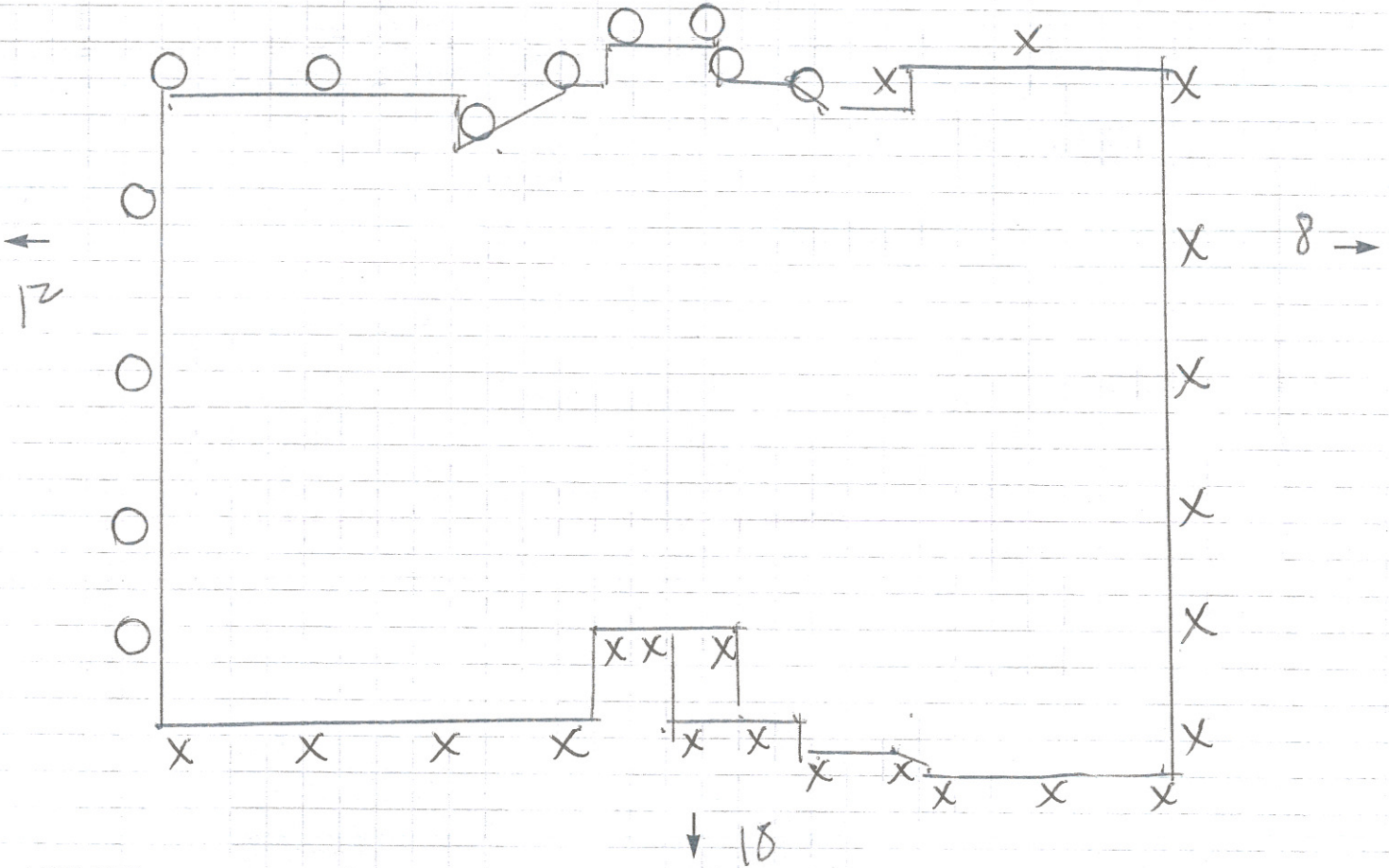
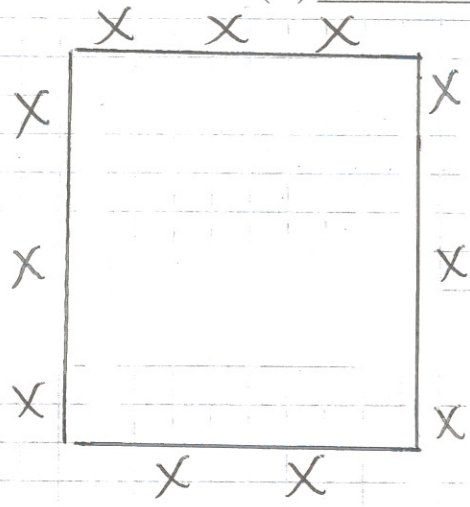
- (X) = PIER LOCATION
- = PIER LOCATION OPTION 2
- X = EXISTING PIERS
- X (in box) = PIERS TO BE REJACKED
- = BOX PAD

ADDRESS 10602 Tupperlake  
 CONTACT \_\_\_\_\_  
 PHONE NO. ( ) \_\_\_\_\_  
 ( ) \_\_\_\_\_



(12) O = PIERS INSTALLED IN 2005

(33) X = PIERS INSTALLED IN 1986



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

