



P.O. BOX 35840  
HOUSTON, TX 77235-5840  
PH: 713-721-8888  
WWW.DURAPIER.COM

### SLAB FOUNDATION REPAIR AGREEMENT

Dura Pier Foundation Repair, called the Contractor, and Carol Trachier, called the Owner, agrees that the Contractor, in accordance with the attached repair plan, will furnish labor, equipment, and materials to perform the following work to the structure at: 3215 West Rangecrest Place, Sugar Land, TX 77479

Phone #: (281) 980-7492 Email: cjtrachi@windstream.net

Cost to the Owner for the described work is \$6,600 (includes any and all discounts)

**Three payments to be paid as follows:**

- 1. \$500 Deposit
- 2. \$3,050 When work begins
- 3. \$3,050 Due Upon Completion

**Agreed Repair Plan:**

12 Exterior Dura Lock Pilings           Jack Pads           Exterior Standard Pilings           Feet of Tunneling  
     Interior Dura Lock Pilings           Interior Standard Pilings           Feet of Root Barrier

**Services Included:**

- Hydraulic Pressures & Depths of Refusal
- Adjust Doors as Possible
- City Permit
- Neatly Chiseled and Seated Concrete
- Plywood Lawn Protection
- Sewer Leak Test
- Re-Stretch Carpets as Possible
- Texas Line Locate Services
- Plastic Protect Walls and Furniture
- Saw Cut Tile Removal
- Other \_\_\_\_\_

**Terms and Conditions**

1. Contractor may need to cut back or remove plants which obstruct the installation area. Plants will be replanted; but contractor DOES NOT guarantee their longevity. Valuable or delicate plants should be moved by Owner prior to job.
2. Contractor will patch concrete where holes are broken through but will not patch floor coverings unless specifically included in this agreement. Patches will not match original concrete. Contractor may remove obstructions such as pavers, wood decks, pool equipment, air conditioners, brick, or any other objects that obstruct operations, but IS NOT responsible for putting them back or their condition. Owner should make arrangements for their care. If obstruction such as pool, gas, electrical or sprinkler lines require tunneling to avoid damage, additional charges will apply.
3. Contractor will call 411 to have utility lines marked but is not responsible for any un-marked or mis-marked lines damaged during operations. Including, but not limited to, water, sewer, gas, electrical lines or wiring of any kind. SPRINKLER SYSTEMS, or any plumbing leaks resulting from piling installation or leveling. Contractor is not responsible for any mold, mildew, lead, moisture, or other contaminants resulting from any foundation repair related operations.
4. To perform the above listed work, and any warranty work, it is probable that drywall, brick, tile, utility systems, and other rigid materials may crack, separate, or fail. The above price DOES NOT include any redecorating, repairing, electrical work, plumbing work or the repair or replacement of any materials not specifically included in writing in this agreement. Owner will supply contractor with water and electricity.
5. It is understood and agreed that if a structure is partially underpinned, additional settlement or movement may occur in other areas immediately or over time. These areas include the remainder of the perimeter and/or the interior of the structure. Therefore, these other areas are not covered by our warranty. All terms of the original contract apply to any warranty work. Heaving, load bearing changes, unnatural or catastrophic events, or alterations to pilings caused by the actions of third parties are not covered by our warranty.
6. Conditions may appear when work begins that were not visible when the estimate was submitted, such as builder piers, foam under the slab, previously installed piers, insufficient reinforcing steel in the concrete, missing or cracked grade beams, and other deficiencies. These and other conditions may require additional pilings, Steel I' Beam supports, cutting and shimming existing piers, removal of foam, and other costs that were not included in the original contract. Beam depths greater than 24" result in additional cost. Refusal by owner to pay the additional charges may affect the degree or levelness attainable and/or the warranty available but does not exempt owner from paying contractor for the original contract price for work agreed to.
7. This contract is subject to Chapter 27 of the 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 the 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, or initiate arbitration. The notice must refer to Chapter 27, Texas Property Code, and must describe the construction defect as provided in Section 27.004.
8. This agreement constitutes the entire agreement, and supersedes all prior understandings, written and oral, between the parties hereto. No oral representations made by anyone can change or modify this agreement.

\_\_\_\_\_  
 Signature Date  
 Property Owner / Authorized Agent

*James Rudel*  
 09/20/2022 11:00 PM  
 DURA PIER FOUNDATION REPAIR

Signature Acknowledges the Awareness and Acceptance of the terms and conditions.