



SLAB FOUNDATION REPAIR AGREEMENT

Dura Pier Foundation Repair, called the Contractor, and Garth Ogzewalla, 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: 3114 North Park Drive, Missouri City, Texas, 77459

Phone #: (832) 480-4840 Email: garth.ogzewalla@comcast.net

Cost to the Owner for the described work is \$ 18,675 (Includes any and all discounts)

Three payments to be paid as follows:

1. \$ 500 Deposit 2. \$ 9,087.50 When work begins 3. \$ 9,087.50 Due Upon Completion

Agreed Repair Plan:

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

Services Included:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Hydraulic Pressures & Depths of Refusal | <input checked="" type="checkbox"/> Adjust Doors as Possible | <input checked="" type="checkbox"/> City Permit |
| <input checked="" type="checkbox"/> Neatly Chiseled and Seated Concrete | <input checked="" type="checkbox"/> Plywood Lawn Protection | <input checked="" type="checkbox"/> Sewer Leak Test |
| <input checked="" type="checkbox"/> Re-Stretch Carpets as Possible | <input checked="" type="checkbox"/> Texas Line Locate Services | |
| <input checked="" type="checkbox"/> Plastic Protect Walls and Furniture | <input type="checkbox"/> Saw Cut Tile Removal | |
| <input checked="" type="checkbox"/> Other <u>6 Steel I-beam</u> | | |

Terms and Conditions

- Contractor may need to cut back or temporarily remove plants which obstruct the installation area. All plants will be replanted; but contractor DOES NOT guarantee their longevity. Valuable or delicate plants should be moved by Owner prior to job.
- Contractor will patch concrete where holes are broken through slab, walks, porches or driveways, but will not patch floor coverings unless specifically included in this agreement. Patches will not match color or texture of original concrete. Contractor may remove obstructions such as pavers, wood decks, pool equipment, 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.
- 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 or 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 contaminates resulting from any foundation repair related operations.
- Understood and agreed that to perform the above listed work, and any warranty work, it is probable that drywall, wallpaper, 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.
- 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.
- 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.
- 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.
- 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.

J. Garth Ogzewalla

7/6/2022

Property Owner / Authorized Agent

David Yousefi

07/03/2022

DURA PIER FOUNDATION REPAIR

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



PO BOX 35840
 Houston, TX 77235-5840
 Phone Number: (713) 721-8888
 Website: <https://durapier.com/>

PROPOSAL SUBMITTED TO Garth Ogzewalla			PHONE (832) 480-4840	DATE 09/19/2022
ADDRESS 3114 North Park Drive			JOB NAME 2112-2966781-01	
CITY Missouri City	STATE Texas	ZIP 77459	JOB LOCATION 3114 North Park Drive, Missouri City, Texas, 77459	

At your request, we submit the following :

Quoted Scope of Work

Install 5 New Interior Piers @ \$3,000.00	
Install 3 I-Beams to Support Concrete Slab @ \$750.00	
5 Breakouts @ \$250.00	

Repair Total	\$ 4,000.00

We propose hereby to provide labor and materials in accordance with above specification for the sum of:
 \$ \$4,000.00

Payment to be made as follows:
BALANCE DUE UPON COMPLETION OF WORK

Cash or check. Credit cards add 3.5% processing fee. \$75 fee for returned checks. We also accept Zelle & Venmo.

Acceptance of Proposal --- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Both parties agree to a three day (3) right to cancel on all signed/dated contracts. Payment will be made as outlined above.	Signature : <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 5px 0;"><i>Garth Ogzewalla</i></div> <div style="border: 1px solid black; padding: 2px; text-align: center; margin: 2px 0;">9/21/2022</div> Note: This proposal may be withdrawn if not accepted within <u> </u> days.
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All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will result in additional charges over and above this quote.	Authorized Signature: <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 5px 0;"><i>P.M. C.C.</i></div> <div style="border: 1px solid black; padding: 2px; text-align: center; margin: 2px 0;">09/19/2022</div> Date: <u> 09/19/2022 </u>
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DURA PIER FOUNDATION REPAIR

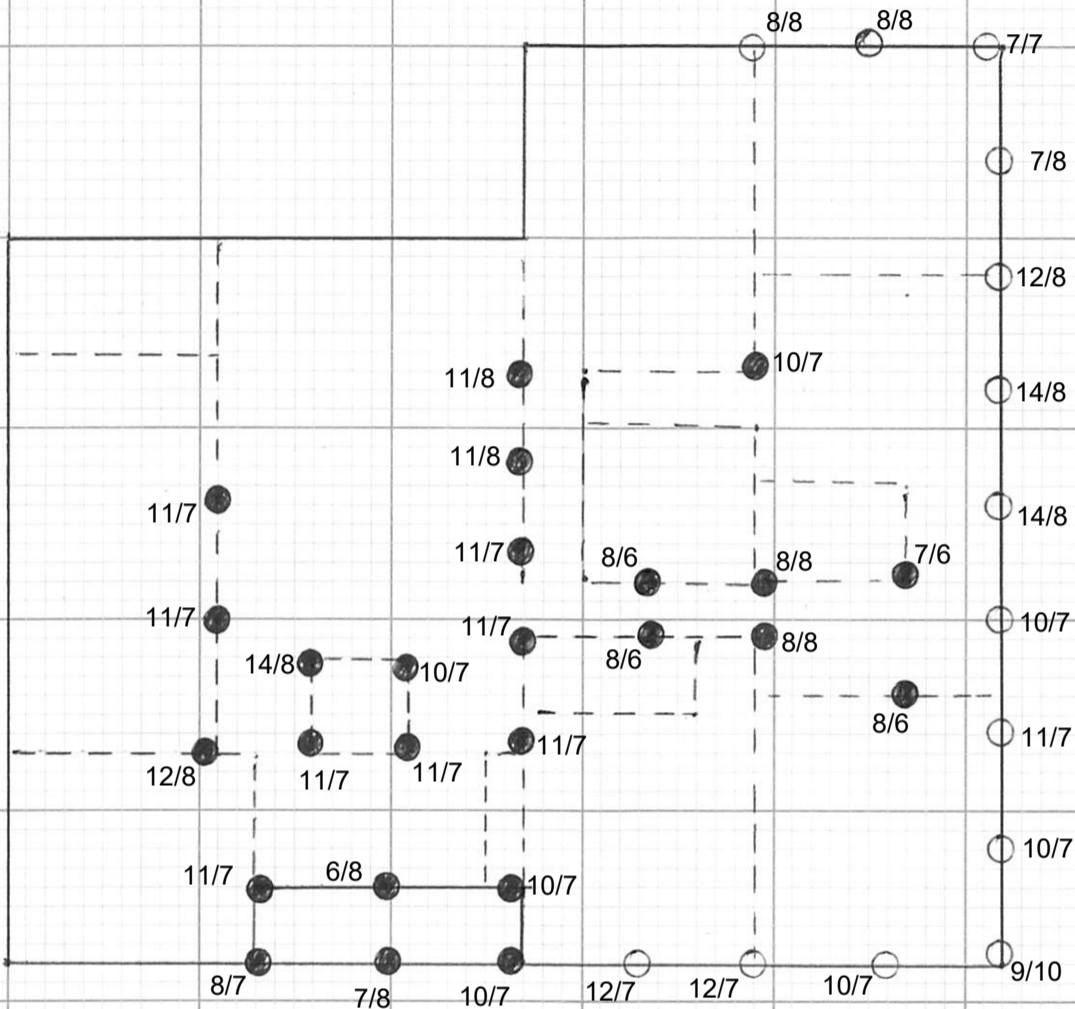
P.O. BOX 35840
HOUSTON, TX. 77235-5840
PH: 713-721-8888 • FAX: 713-721-3787

- EXTERIOR
- INTERIOR
- X PREVIOUS WORK
- BUILDERS PIERS

STORIES: 1 1½ 2
 BRICK: W/V BV/WV
 SLAB: P&B B&B
 OTHER _____

◆ 1 INCH = 10 FEET

PIER LOCATION DIAGRAM



TOTAL NUMBER OF PIERS

INTERIOR 19
 EXTERIOR 20
 BREAK OUTS 18

3114 North Park Dr

ADDRESS

Missouri city tx

CITY

Carlos Perez

FOREMAN'S SIGNATURE

1/30/2023

COMPLETION DATE

PRICE REFLECTS 3% CASH DISCOUNT

LIFETIME TRANSFERABLE WARRANTY

This certifies that the Property Owner(s)
At the following address

3114 North Park Drive, Missouri City, Texas, 77459

have underpinned the building/structure using the Dura Lock Piling System.

If any adjustment is necessary within the lifetime of the structure, due to settling of the Dura Lock Pilings installed, contractor will readjust the Dura Lock Pilings without cost to the owner, except for removal and/or replacement of floor or ground covering, and tunnels. All terms of the original contract apply to any warranty work. Heaving, load bearing changes, unnatural or catastrophic events, or damages to Dura Lock Pilings caused by the actions of 3rd parties are not covered by our warranty.

It is understood and agreed that if a building/structure is partially underpinned, additional settlement may occur in other areas, immediately, or over time. These areas include the remainder of the perimeter, and/or the interior of the building/structure. Therefore, these other areas mentioned above are not covered by our warranty. Dura Pier only warranties the re-adjustment of Dura Lock Pilings previously installed by Dura Pier, and only if they have not been altered or tampered with by others.

This warranty is completely transferable to any and all future owners of this property, provided no major structural load bearing changes have occurred.

David Yousefi

01/30/2023

Dura Pier Foundation Repair