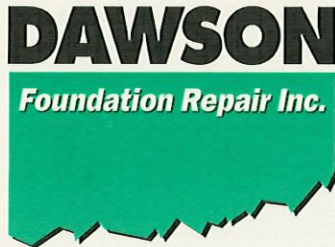


# AGREEMENT



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

1. DAWSON FOUNDATION REPAIR INC., hereafter called CONTRACTOR and \_\_\_\_\_

Wanda Cameron

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 \_\_\_\_\_

6115 Lyubar, Houston, Texas.

2. CONTRACTOR WILL INSTALL forty-eight (48)

**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 FOUR FEET BELOW GRADE-BEAM. PIERS WILL THEN BE DRILLED TO A DEPTH OF APPROXIMATELY 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 \_\_\_\_\_**

areas 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. 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.

3. Where holes are broken through the slab, walks, or driveway, in order to install piers, CONTRACTOR will patch concrete, but will not remove or replace any floor covering (carpet, tile, wood floors, etc.). CONTRACTOR recommends that where interior piers are installed concrete patches should be sealed before any floor coverings are replaced. 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. 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.

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 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, corrosion damage excluded.

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 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 pried 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.

8. 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

9. CONTRACTOR will carry Workers' Occupational Accident Insurance up to the limit of one million dollars (\$1,000,000) and General Liability Insurance up to the limit of five hundred thousand dollars (\$500,000).

10. The total cost for this work will be twelve thousand four hundred sixty-five dollars (\$12,465.00)

**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 done and the project is completed.

11. **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, 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, EXCEPT FOR REMOVAL AND/OR REPLACEMENT OF FLOOR OR GROUND COVERING. AFTER 10 YEARS, SERVICING, IF EVER REQUIRED, WILL BE DONE AT A COST TO THE OWNER OF \$30.00 PER PIER (THIS COST SHALL BE ADJUSTED, PLUS OR MINUS, ACCORDING TO THE U.S. CONSUMER PRICE INDEX EACH YEAR) FOR THE LIFETIME OF THE BUILDING/STRUCTURE. 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 EIGHTS OF ONE INCH CONSTITUTES POSSIBLE NECESSITY OF RE-RAISING.**

12. 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.

13. 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.

14. 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. No transfer fee will be charged for a period of ninety days after CONTRACT is signed by OWNER. Thereafter any transfer of SERVICE AGREEMENT will cost one hundred dollars payable to CONTRACTOR. These requirements must be met within ninety days of closing or the SERVICE AGREEMENT becomes null and void.

15. If it becomes necessary to cut builders piers, there will be an additional charge of one hundred dollars (\$100.00) per builders pier cut.

16. 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. 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.

17. **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.

CONTRACTOR will take up carpet where interior piers are installed but not re-lay.

DATE  
February 24, 2000

OWNER  
Martin Dawson

DATE

CONTRACTOR  
DAWSON FOUNDATION REPAIR, INC.  
Martin Dawson

8. 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

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DATE

OWNER

February 24, 2000

*Martin Dawson*

DATE

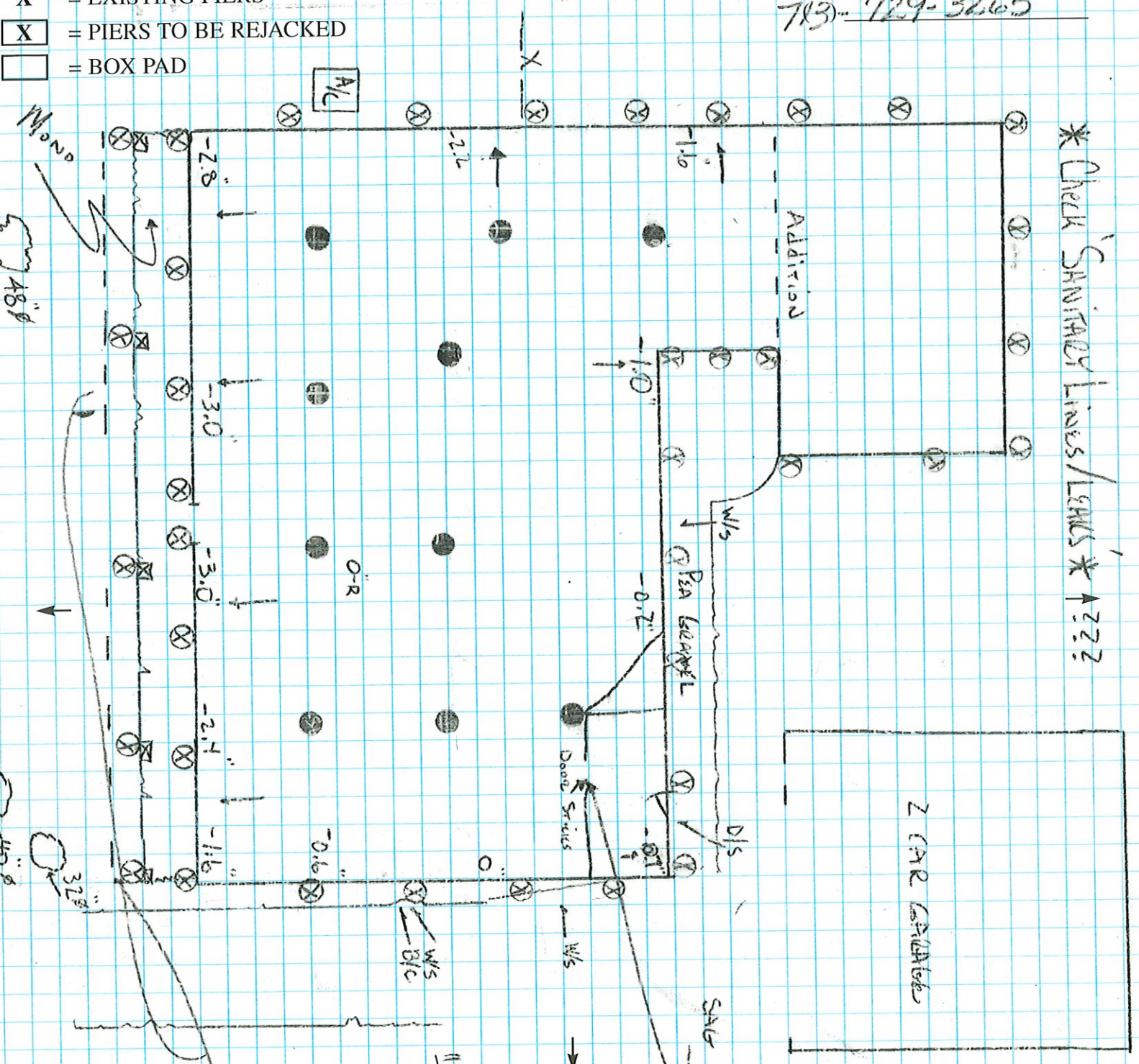
CONTRACTOR  
DAWSON FOUNDATION REPAIR, INC.  
Martin Dawson



- (X) = PIER LOCATION
- (●) = PIER LOCATION OPTION 2
- X = EXISTING PIERS
- (X) = PIERS TO BE REJACKED
- [ ] = BOX PAD

KM 530 N ↑

ADDRESS 6115 LYMBAR  
 CONTACT \_\_\_\_\_  
 PHONE NO. ( ) 713-729-3265



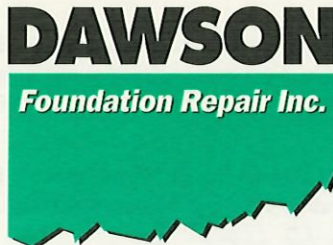
- MAX. LIFT
- RAINBOW/PEA GRAVEL PATCHES
- WOOD
- X BRICK
- X ONE-STORY
- X TWO-STORY
- 18" BREAK-OUTS
- GARAGE ATTACHED
- X GARAGE DETACHED

Root Barrier  
 40' L/E





# AGREEMENT



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

1. DAWSON FOUNDATION REPAIR INC., hereafter called CONTRACTOR and \_\_\_\_\_

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 6115 Lymsan - Houston

2. CONTRACTOR WILL INSTALL 38 exterior + 10 interior

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 FOUR FEET BELOW GRADE-BEAM. PIERS WILL THEN BE DRILLED TO A DEPTH OF APPROXIMATELY 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 \_\_\_\_\_

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.

3. Where holes are broken through the slab, walks, or driveway, in order to install piers, CONTRACTOR will patch concrete, but will not remove or replace any floor covering (carpet, tile, wood floors, etc.). CONTRACTOR recommends that where interior piers are installed concrete patches should be sealed before any floor coverings are replaced. These patches will not match the color or texture of the original concrete. CONTRACTOR will haul off excavated clay and debris

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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 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, corrosion damage excluded.

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 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 pried 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.

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9. CONTRACTOR will carry Workers' Occupational Accident Insurance up to the limit of one million dollars (\$1,000,000) and General Liability Insurance up to the limit of five hundred thousand dollars (\$500,000).

10. The total cost for this work will be \$ 12,488.<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 done and the project is completed.

11. **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, 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, EXCEPT FOR REMOVAL AND/OR REPLACEMENT OF FLOOR OR GROUND COVERING. AFTER 10 YEARS, SERVICING , IF EVER REQUIRED, WILL BE DONE AT A COST TO THE OWNER OF \$30.00 PER PIER (THIS COST SHALL BE ADJUSTED, PLUS OR MINUS, ACCORDING TO THE U.S. CONSUMER PRICE INDEX EACH YEAR) FOR THE LIFETIME OF THE BUILDING/STRUCTURE. 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 EIGHTS OF ONE INCH CONSTITUTES POSSIBLE NECESSITY OF RE-RAISING.**

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17. **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.

\_\_\_\_\_  
DATE

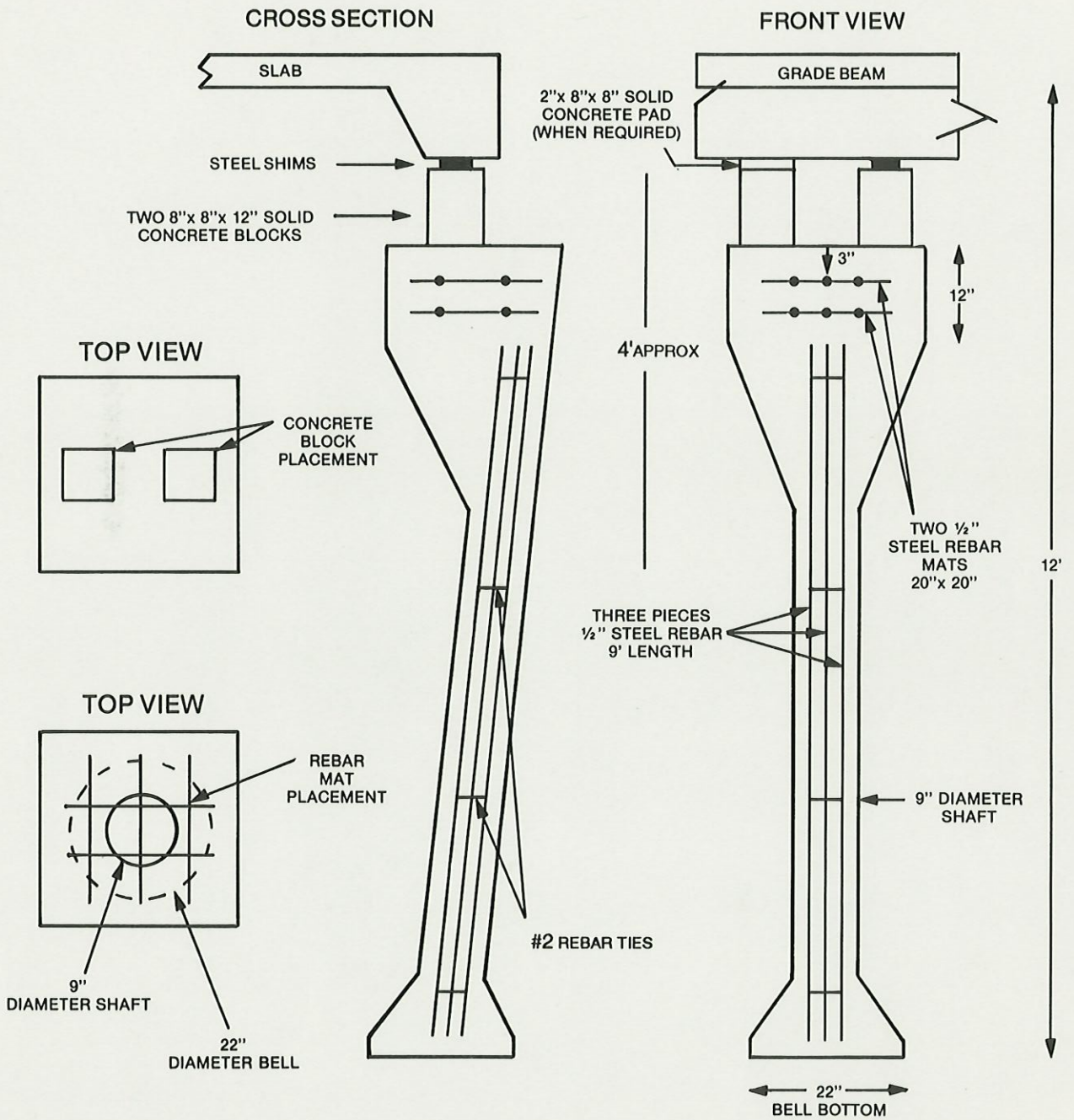
10/4/99

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER

  
\_\_\_\_\_  
CONTRACTOR  
DAWSON FOUNDATION REPAIR, INC.

EXAMPLE PIER DIAGRAM



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

ALL PIERS POURED WITH 5 SACK CONCRETE.

NOTE: DEPTH OF PIER MAY VARY ACCORDING TO LOCATION OF STABLE, LOAD-BEARING CLAY. (EIGHT FOOT MINIMUM DEPTH)

