



# FOUNDATION and Concrete Services

## **GENERAL CONDITIONS:**

1. The work to be performed under this contract is designed to attempt to raise the foundation to as near its original horizontal position as possible. Herein Company the house will be lifted until further raising will produce or create unacceptable damage to the foundation or structure in the sole opinion of Foundation & Concrete Services.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and may cause or create new damage by movement or lack of movement.
3. The company has no obligation to repair or replace any damage whether it is exposed, concealed, buried; Such as \*plumbing, electrical wiring, floors, system furniture, fixtures, furnishings, landscaping, vegetation, wood, decks, spas, or personal property without regard to when or where said damage occurs. Please remove all items from the wall in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. We will transplant shrubbery at the point of installation but WE CANNOT GUARANTEE THAT THEY WILL SURVIVE.
4. If spread footings, builders and or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of \$100.00 will be due for each spread footing, builder, or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work. Substandard construction is usually not discovered until work has begun and possibly not until a lift is attempted.
6. Owner shall supply our company with water and electricity at owner's expense. Our company must have access to the breaker box at all times and must enter the interior of the dwelling at the time the foundation is lifted.

\*Note: Our Company recommends that the plumbing be tested before and after any foundation work is done. The owner is responsible for having the test performed unless testing is included in the Repair Specifications listed on the front of the agreement. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the owner. To properly test a sewage line, it is necessary to have a working sewage cleanout. If a suitable cleanout is not found by the plumber after a reasonable search, the test will be deemed complete with regards to this contract. If the owner wants to have the test actually completed, a cleanout will need to be installed at the owner's expense. (An actual test must be performed if mud-jacking is included on the Repair Specification) If a sewage leak is detected, it is the owner's responsibility to have it repaired within a reasonable period of time. If the owner is unwilling or unable to the repairs, the Company may refund any money previously collected for mud-jacking and may also void the warranty.

## **LIFE TIME WARRANTY:**

Concrete pressed pilings, drilled piers or steel pilings only unless specified otherwise. It is the intention of our company to permanently stabilize the settlement of that portion of the foundation covered by this contract (the area where pilings are installed). Within on (1) part in two hundred and forty (240) parts for the life of the structure that is supports (1" settlement in 20' horizontal span or ¼ inch in a 5 foot horizontal span). This Warranty applies only to the work performed by our Company described as LIFE TIME WARRANTY WORK. Under the terms, provisions and conditions of this contract. **This warranty does not cover upheavals, Pier and Beam understructure shimming has a 1 year warranty unless specified otherwise.**

## **THIS WARRANTY SHALL BE NULL AND VOID IF:**

1. Full payment is not made within 30 days of the specified due date.
2. An additional story is added to the structure or changes of a similar scope are made, without prior written approval of our company, when such changes would affect loads on the foundation.
3. The structure is sited on a fault or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a distance from the foundation equal to or less than their depth.
5. The foundation is undermined (soil, slumping, eroding, plumbing leaks, creek beds, excavations, ground water, improper drainage, etc)
6. Natural eroding of existing structure.
7. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake, or other natural disaster.
8. Structure is not reasonably maintained (proper or controlled watering etc)

## **TRANSFER OF WARRANTY**

In the event a change of ownership occurs, assignment of this warranty to a new owner or owners must be accomplished no later than thirty (30) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfer that can be made. **UNLESS ASSIGNMENTS IS PROPERLY MADE WITH THIRTY (30) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check or money order (No cash) for \$100.00 to 2201 Midway Dr. 100B Carrollton, TX.

## **ARBITRATION OF DISPUTES**

With the exception of debt collection, the owner and our company agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA with the stipulation that in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's cost, including designing or analyzing residential foundations. Owner and our Company agree that, in any arbitration proceeding, our Company liability shall be limited to the amount paid to the Company by the owner under this contract.

## **DEBT COLLECTION (INTEREST, PENALTIES & LATE FEE)**

Our Company can and will be utilize any legal procedure when it comes to the collection of unpaid balances, The owner agrees to pay all interest (19 % APR on unpaid balances), penalties and late fees as allowed by law if payment is not made in accordance with the terms stated and agreed to on the front of this agreement. All costs associated with the collection of this debt, court cost, attorney's fees and county filing fees, will be responsibility of the owner.

## **TERMINATION**

Our company may terminate this warranty at any time by paying the current owner an amount equal to the total payments made under the original contract of a mutually agreed on amount. No changes to this document will be valid unless approved in writing by both parties.

## PLUMBING TEST PROCEDURE

### WHY IS IT NECESSARY TO TEST FOR SEWER OR WATER LEAKS UNDER MY FOUNDATION?

Due to the clay type soils we have in North Texas Area , which expands when wet and contracts when dry, grouped with the age of the home which could be piped in cast iron sewer piping, it is very common to have a leak(s) under the foundation of your home. An undetected or un-repaired water source that is not attended to "will" cause major problems to the foundation and structure of the home.

### WHEN SHOULD A PLUMBING TEST ON MY SEWER AND WATER BE DONE?

Anytime foundation adjustment has been done on your home is the most common time for testing. During the lifting process it is always possible that plumbing pipes could pull apart or break under stress which cannot be avoided during the adjustment. However there are several other reasons to test.

1. The need for foundation adjustment in the first place.
2. Prior to any mud jacking on your foundation.
3. Severe Dry Summer.
4. Re-occurring sewer pipe stoppages.
5. Higher than usual water bills.

### Cleanout

6. Prior to the purchase of a home.
7. And preventative maintenance just to name a few. (Recommended at least once a year)

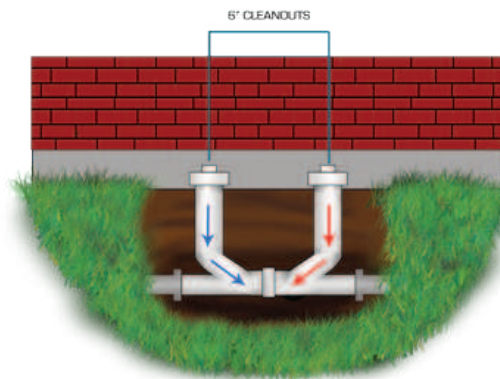
WOULDN 'T I KNOW IF THERE WERE LEAKS UNDER MY HOME? Normally with a potable water leak, you would be alerted with either a higher than normal water bill. Wet areas or very low water pressure. However if you have a sanitary sewer leak there is not a measuring device such as a water meter to alert you. The sewer pipes are 2 to 3 feet under the ground covered by dirt and surrounded by concrete beams around the exterior of the home. With this known, any evidence of a leak will only come in the form of foundation and structural damage. At that point the cost of repairs will normally be very expensive and the damage could be severe.

WHAT IS A MAIN LINE SEWER CLEANOUT AND WHY DO I NEED IT? A main line sewer cleanout is one or two pipes that are attached to the main sewer line exiting the home. The most common place for these pipes are close to the perimeter of the home, usually in the flower bed area. The purpose of the cleanout(s) is to allow access into the main sewer line for the purpose of inserting a sewer machine cable to unclog a sewer , insert an inflatable test ball for testing, or to insert a camera for visual inspection of a problem. These cleanouts are required to accurately perform any type of testing on your sewer system. (Wall cleanouts are not usable for proper testing)

WHAT IS THE PROCEDURE USED TO PERFORM A TEST ON MY SEWER AND WATER? A standard water pressure test gauge is connected to a water source in your home. The preferred testing point is at your washing machine connection box, however, it is just as accurate to attach the gauge to an outside faucet that does not have a vacuum breaker device on it. Once the gauge is connected to the desired location, we open the valve and pressure up the gauge. Once the gauge is pressured up we document the pressure reading (PSI) and turn off the main water source to the home at the city water meter or at the customer shut off valve located outside and we monitor the gauge for loss of pressure. If the gauge drops in pressure it is obvious that there is leakage in the water system. At that point the home would need to be diagnosed at each fixture and each water source to determine where the leakage may be occurring. This would be called a "Potable Water Diagnostic Test".

\*If YOU DON'T HAVE ANY CLEANOUTS, WE CAN'T DO A PLUMBING TEST\*

### DOUBLE CLEAN-OUTS



Double Clean-outs Allow Easy Access to buried sewer lines in both directions.



AGREEMENT:

DATE:

OWNER NAME:

OWNER ADDRESS:

TELEPHONE NUMBER:

WORK PLACE:

JOB DESCRIPTION:

- Foundation Repair:
- DRAIN CORRECCTION: NA

FRENCH DRAIN: NA

SURFACE DRAIN: NA

COLLECTION BOXES: NA

- ROOT BARRIER:NA

• **ENGINEER'S REPORT:**

(PERFORM BY A THIRD PARTY, INDEPENDENT, PROFESSIONAL ENGINEER)

• **PLUMBING TEST:**

(PERFORM BY A THIRD PARTY, INDEPENDENT, PROFESSIONAL PLUMBER)

• **ADDITIONAL WORK :**

This price does not include any repair, painting, caulking, and mortar repair, door adjustments or framing adjustments unless specified above. All work it to be done as specified above or as determined by the engineer and is to be done in a manlike time for

**THE TOTAL OF:**

**\$ \$0.00 UPON START**

**\$ \$0.00 UPON COMPLETION**

**\$ \$0.00 Total**

**PREPARED BY: Joaquin Vasquez**

We use third party, independent Engineers and Plumbers, if an initial engineering report is included in the specification above, the work will be done per the engineer's recommendation.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the contract.

Note: this contract may be withdrawn by Foundation & Concrete Services if not accepted within 14 days. Completion of lift is defined as when the installation of the piers and or drainage correction is completed. Mud jacking, final Engineering inspection and final plumbing test will be done as quickly as circumstances allow.

The prices, specifications and conditions listed above and on this contract are satisfactory and are hereby accepted. By signing this agreement, I state that I am the legal owner of the property being repaired as of the date of this contract and Foundation and Concrete Services is authorized to do the work specified. Payments will be made as outlined above.

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF THE COMPANY: FOUNDATION & CONCRETE SERVICES

BY (SIGNATURE): \_\_\_\_\_

BY (NAME): JOAQUIN VASQUEZ

tel: 877-554-8284

ADDRESS: 2201 Midway Dr. #100B Carrollton Texas 75006

www.foundationandconcrete.com