

FOUNDATION and Concrete Services

FOUNDATION AND CONCRETE SERVICES CONTRACT

This contract (this "Contract") is dated effective the date last signed below by La Mirada Properties, LLC, a Texas limited liability company d/b/a Foundation & Concrete Services (the "Company") and _____ ("Homeowner").

A. GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible. The house will be lifted until, in the sole opinion of Company, further raising will produce or create unacceptable damage to the foundation or structure. The exact description of work to be performed is listed on **Exhibit A**, which is attached hereto and incorporated herein by reference.
2. The stabilization or stopping of foundation settlement can and may reverse some of the damage already done to the foundation and structure, and it 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 exposed, concealed, or buried, to the foundation, structure, floors, *plumbing, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood, decks, spas, exterior lighting such as lamps and landscape patio lights or other real or personal property, without regard to when or where said damage occurs. Before job begins please remove any objects from work area that may obstruct our work process and performance and also to avoid damage to property. Please remove all breakable items from the walls, cabinets, and shelves that are in close proximity of the area to be lifted as to avoid probability of damage. We will transplant shrubbery at the point of installation. **WE CANNOT GUARANTEE SURVIVAL OF PLANTS AND WE TAKE NO FINANCIAL RESPONSIBILITY FOR THEIR SURVIVAL.**
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 added to the contract price 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, then 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 it 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 **Exhibit A**. 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 completed 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 on **Exhibit A**.) If a new leak is detected, it is the owner's responsibility to have it repaired within a reasonable period of time.

B. LIFETIME WARRANTY

The Company shall provide a lifetime warranty on only the concrete pressed pilings, drill piers or steel pilings 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 one (1) part in two hundred forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span or 1/4 inch in a 5 foot horizontal span). This Warranty applies to only the work performed by our Company described as LIFETIME WARRANTY WORK under the terms, provisions and conditions of this contract.

This warranty does not cover upheavals, The Company also provides a separate one (1) year warranty for pier and beam understructure shimming unless specified otherwise.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Full payment for the work performed 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 the prior written approval of Company.
3. The structure is sited on a fault.
4. Underground facilities or swimming pools are installed while work is performed or thereafter that are placed within a close radius of foundation.
5. Factors where 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.)

C. 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, and further 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 ARE PROPERLY MADE WITHIN 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 by certified mail along with a check for \$100.00 to the address stated below within thirty (30) days of the transfer of the property.

D. DEBT COLLECTION

Our Company can and will utilize any legal procedure when it comes to the collection of unpaid balances, The owner agrees that interest on unpaid balances shall accrue at the lesser of eighteen percent (18%) per annum or the maximum amount allowed by law from the date that such payment is late. All costs associated with the collection of this debt, including without limitation, the costs of a debt collector, costs of court, and attorney's fees, will be responsibility of the owner.

E. TERMINATION

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

F. NOTICES

All notices (such as change of property owner and transfer of warranty) must be sent by certified mail to the address below:

To Company: Foundation and Concrete Services
Attn: Joaquin Vasquez
10840 Switzer Ave. Unit 101
Dallas, Texas 75238

To Homeowner: _____

Either party may change such party's address to send notices by sending notice to the other party of such change in address. Notice shall be considered received three (3) days from the date of mailing.

COMPANY

LA MIRADA PROPERTIES, LLC
A Texas limited Liability Company
D/b/a Foundation Concrete Services

By: _____
Name: _____
Title: _____

Date: _____

HOMEOWNER

By: _____
Name: _____
Title: _____ Owner
Address: _____

Date: _____



FOUNDATION and Concrete Services

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT

AGREEMENT:

DATE:

OWNER NAME:

OWNER ADDRESS:

TELEPHONE NUMBER:

WORK PLACE:

JOB DESCRIPTION:

1. **Foundation Repair:**
2. DRAIN CORRECTION:
FRENCH DRAIN:
SURFACE DRAIN:
COLLECTION BOXES:
3. ROOT BARRIER:
4. **ENGINEER'S REPORT:**
(IS PERFORMED BY A THIRD PARTY, INDEPENDENT PROFESSIONAL ENGINEER)
5. **PLUMBING TEST:**
(IS PERFORMED BY A THIRD PARTY, INDEPENDENT PROFESSIONAL PLUMBER)
6. **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 workmanlike time for **the total of**

\$ Upon Start

\$ Upon Completion

\$ Total

PREPARED BY:

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):

877 554 8284

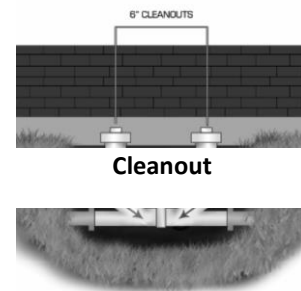
ADDRESS: 10840 Switzer Ave. Unit 101 Dallas Texas 75238

PLUMBING TEST PROCEDURE

WHY IS IT NECESSARY TO TEST FOR SEWER AND WATER LEAKS UNDER MY FOUNDATION? North Texas soils are predominantly classified as clay type soils which expand when wet and contract when dry. Most homes in Texas have water and sewer pipes that run underneath the foundation. If a home is fairly aged it will most likely be piped in cast iron sewer piping, in combination with moving clay soils and natural deterioration it is very common to have a leak under the foundation. An undetected and un-repaired water source that is not dealt with **will cause** major problems towards the foundation structure of the home.

WHEN SHOULD A PLUMBING TEST ON MY SEWER AND WATER LINE BE DONE? The recommended time for testing is once a year and when foundation adjustments have been performed on your home. During the lifting process it is always possible that plumbing pipes could pull apart or break under stress which cannot be avoided during the adjustments. However there are several other reasons to test.

1. The need for foundation adjustment in the first place.
2. Prior to any mudjacking of foundation.
3. Severe Dry Summer.
4. Re-occurring sewer pipe stoppages.
5. Higher than usual water bills.
6. Prior to the purchase of a home.
7. And preventative maintenance just to name a few.



WHAT ARE THE SIGNS OF A LEAK? Normally with a water leak, you would be alerted with either a higher than normal water bill, moist areas on the floor or walls or very low water pressure from faucets and showers. However if you have a sanitary sewer leak there is no measuring device such as a water meter to alert you. Sewer pipes are normally 2 to 3 feet underground which run underneath the foundation and can run parallel to the exterior foundation beam of the home depending on design layout. 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 be very expensive and the damage could be severe.

WHAT IS A MAIN LINE SEWER CLEANOUT AND WHY DO I NEED ONE? 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 is close to the perimeter of the home, location will vary but usually in the flower bed area at the front of the home. 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 pipe, to insert an inflatable test ball for testing, and 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 a 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 DO NOT HAVE ANY CLEANOUTS, WE CANNOT DO A PLUMBING TEST

Is the home owners responsibility to have the sewer line tested before and after the foundation work.

Initial _____