

PROPOSAL

S & W Foundation

Contractors, Inc.

1030 E. Beltline
Richardson, TX 75081
(972) 235-3267

No: 02
Date: 06/19/2006
Sheet No.

Proposal Submitted To:

Name: Louise Hannon
Street: 2201 Colonial Drive
City: Plano
State: Texas 75093
Phone: 972-599-7795

Work To Be Performed At:

Street: 13018 Rudy's Way
City: Streetman State: Texas 75859
Date of Plans: _____
Engineer: _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Piers: 7, N _____ S _____ E _____ W _____ INT _____

Pier steel: 4#5'S set from bottom of pier into

Pier cap 24". Hoops 3'S SET 16" O.C.,

Pier depth 12' or into rock, whichever comes first.

Leveling column 12" diameter.

Concrete mix design: pier 3,000 psf, column 3,000 psi

Additional provisions: SEE FOLLOWING PAGES.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specification submitted for above work and completed in a good and workmanlike manner for the sum of **four thousand four hundred DOLLARS (\$4,400.00)**.

Payments to be made as follows: **50% upon start, balance due upon completion.**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control, Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability insurance on above work to be taken out by Contractor.

Respectfully
submitted

Per
Note

S & W Foundation Contractors, Inc

Jason Taylor

This proposal may be withdrawn by us if not accepted within 30 days.

IMPORTANT NOTICE:

You and your contractor are responsible for meeting the terms of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home.

KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

DATE: 6/27/06

SIGNATURE: Jason Taylor

Additional Provisions and payment schedule:

1. Installation of 7 - 12-inch diameter, 12-foot deep, reinforced concrete piers spaced at six to seven feet on center.
2. Lifting of foundation to as near level as practical.
3. Placement of excess soil around the perimeter to improve drainage.
4. Plumbing leaks, tests, and repairs are the responsibility of the owner.
5. Not responsible for cosmetic damage or repairs.

COMMENTS:

It should be noted that some level of risk is associated with all types of foundations and there is no such thing as a "zero risk" foundation. It should be understood portions of this structure are subject to future movement related to deleterious site conditions and/or soil moisture variations.

S & W FOUNDATION CONTRACTORS LIMITED LIFETIME WARRANTY

Property Owner Louise Hannon
Property Address 13018 Rudy's Way, Streetman, Texas 75859

COVERAGE

Should settlement in excess of $\frac{1}{2}$ " occur at any of the 7 pier(s) installed by S & W Foundation by terms of contract dated 06/05/2006, S & W agrees to expose the pier(s) and lift the grade beam to improve the floor elevation in the area of the affected pier. Should settlement occur in the first two years, S & W will make the necessary adjustment at no cost to the homeowner. This adjustment will include lifting of the grade beam and installing steel shims between the stub column and bottom of grade beam to the newly adjusted elevation. If, however, this adjustment is after the end of the second year this adjustment will be at the following rates: from 24 months up to 10th year at a rate of \$75.00/adj. pier, after the 10th year at a rate of 50% of the S & W quoted new pier price at time of adjustment for a similar type and location of contracted pier.

This warranty only relates to settlement at the new pier(s) installed by contract listed above and does not apply to mudjacking, unpiered segments of the perimeter, the interior slab, floor coverings damaged by adjustment entry or lifting, plumbing damage, drainage problems, shim and adjustment of piers existing prior to S & W remedial action, upheaval or other movement problems/damage that may occur subsequent to or in conjunction with the remedial repairs delineated above. There is also no compensation or repair of cosmetic damage as a result of the initial repairs or adjustment actions offered by this warranty. The owner should refer to "Expectations of Underpinning" for a better understanding of pier function and performance, copy attached.

FOUNDATION MAINTENANCE

Even after completion of repairs, a foundation will require maintenance by the homeowner. Unless this maintenance is performed, foundation problems may occur that may compromise the integrity of piers installed by S & W Foundation. It is also a known fact with slab-on-grade foundations or with pier and beam foundations where the foundation is in contact with expansive soil that movement will occur in response to seasonal moisture changes in the soil. Therefore, the owner should adhere to the attached "Foundation Maintenance Program" to keep this movement within parameters that are more acceptable.

WARRANTY TRANSFER

Warranty on the pier(s) installed by this contract can be transferred to subsequent new owners by the payment of a \$75.00 transfer fee by the new owner. Upon receipt of this transfer fee all paperwork concerning the piers installed by S & W Foundation will be transmitted to the new owners and the warranty will become effective with the same conditions of the original homeowner.

S & W Foundation Contractors, Inc. by: _____ Date _____

Owner shall provide easy egress and access to the construction site for both workman and machinery necessary to complete this project. Upon completion of this project, **S & W** will remove all debris and other trash from the project.

S & W shall not be responsible for damage caused by the Owner or Owner's agents, employees or other contractors, acts of god, soil slippage, earthquake, fire, non-coverage by insurance policy, riot, civil commotion, or acts of public enemy. **S & W** shall not be responsible for damage to driveways, walks, lawns, trees, shrubs and items of personal property unless such damage is avoidable and due to **S & W**'s negligent or intentional act. **S & W** shall be given full access to all parts of this project dwelling and all improvements upon which the work is to be performed to determine any pre-existing defects or unknown conditions that could impact the work. It is agreed and understood that **S & W** shall not be responsible for pre-existing defects or damage to the property.

S & W agrees to perform the work described above in a good and workmanlike manner. No other guarantees or representations are made other than those expressed in writing, and no parties or salespersons are empowered to extend the guarantee stated above. **S & W** excludes any and all consequential damages resulting from the work performed. **S & W** specifically excludes repair for cosmetic damages or plumbing separation that may occur during the pressure grouting or lifting procedure. Owner is responsible for testing plumbing and making necessary repairs as needed to prevent future soil saturation.

This work is not necessarily intended to re-level floors but to reduce the degree of deflection in foundation and floor surfaces; improving distortion of the structure in the immediate area (within several but generally less than 8 ft.) of piers. These repairs do not eliminate the need for additional repair work in the future and are not represented to "stabilize" the foundation or to be an all-inclusive remedy as all portions of this foundation.

The terms and conditions set forth in this agreement represent the entire agreement between **S & W** and the Owner. Should changes be required in this contract, they shall be in writing and cost adjustments shall be determined in writing as agreed between the parties to this contract.

Should any portion of this contract be declared null and void, the remainder of this agreement shall remain valid and enforceable by either party.

It is agreed and understood that the full extent of **S & W**'s liability in this work shall not exceed the agreed price of this work.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right 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 that 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. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

I HAVE READ AND AGREE TO THE ABOVE CONDITIONS AND LIMITATIONS:

DATE: _____ SIGNATURE: _____

PROPOSAL

S & W Foundation Contractors, Inc.

1030 E. Beltline
Richardson, TX 75081
(972) 235-3267

No: 03
Date: 10/12/01
Sheet No.

Proposal Submitted To:

Name: Louise Hannon
Street: 2201 Colonial Drive
City: Plano
State: Texas 75093
Phone: (214)476-1158, (903)599-3701 lake

Work To Be Performed At:

Rustling Oaks
Street: Rudy's Way
City: _____ State: Texas
Date of Plans:
Engineer:

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Piers: 8, N 3 S 3 E _____ W 2. INT

Pier steel: 4#5'S set from bottom of pier into

Pier cap 24". Hoops 3'S SET 16" O.C.

Pier depth 12' or into rock, whichever comes first.

Leveling column 12" diameter.

Concrete mix design: pier 3,000 psi, column 3,000 psi

Additional provisions: SEE FOLLOWING PAGES.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specification submitted for above work and completed in a good and workmanlike manner for the sum of Four thousand and no/100--DOLLARS (\$4,000.00).

Payments to be made as follows: 50% upon start, balance due upon completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability insurance on above work to be taken out by Contractor.

Respectfully S & W Foundation Contractors, Inc
submitted [Signature]

per [Signature]
Note This proposal may be withdrawn by us if not
accepted within 30 days.

IMPORTANT NOTICE:

You and your contractor are responsible for meeting the terms of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home.

KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

DATE: _____

SIGNATURE: _____

DATE: _____ SIGNATURE: _____

Additional Provisions and payment schedule:

1. Installation of 8 - 12" diameter, 12 foot deep, reinforced-concrete piers spaced at six to seven feet on center --\$ 4,000.00.
- 2.
3. Lifting of foundation to an as near level as possible position.
- 4.
- 5.
6. Plumbing leaks, tests, and repairs are the responsibility of the owner.
7. Not responsible for cosmetic damage or repairs.
- 8.

COMMENTS:

It should be noted that some level of risk is associated with all types of foundations and there is no such thing as a "zero risk" foundation. It should be understood portions of this structure are subject to future movement related to deleterious site conditions and/or soil moisture variations.

Owner shall provide easy egress and access to the construction site for both workman and machinery necessary to complete this project. Upon completion of this project, S & W will remove all debris and other trash from the project.

S & W shall not be responsible for damage caused by the Owner or Owner's agents, employees or other contractors, acts of god, soil slippage, earthquake, fire, non-coverage by insurance policy, riot, civil commotion, or acts of public enemy. S & W shall not be responsible for damage to driveways, walks, lawns, trees, shrubs and items of personal property unless such damage is avoidable and due to S & W's negligent or intentional act. S & W shall be given full access to all parts of this project dwelling and all improvements upon which the work is to be performed to determine any pre-existing defects or unknown conditions that could impact the work. It is agreed and understood that S & W shall not be responsible for pre-existing defects or damage to the property.

S & W agrees to perform the work described above in a good and workmanlike manner. Should vertical settlement of 1/2 in. or more occur within *10 year(s) of completion as a result of a defect in material and/or workmanship, S & W will make the necessary adjustment in elevation. *Adjustments required in years three through ten, will be at a cost of \$75.00 per pier unless otherwise stated.

No other guarantees or representations are made other than those expressed in writing, and no parties or salespersons are empowered to extend the guarantee stated above. S & W excludes any and all consequential damages resulting from the work performed. S & W Specifically excludes repair for cosmetic damages or plumbing separation that may occur during the pressure grouting or lifting procedure. Owner is responsible for testing plumbing and making necessary repairs as needed to prevent future soil saturation.

This work is not necessarily intended to re-level floors but to reduce the degree of deflection in foundation and floor surfaces, improving distortion of the structure in the immediate area (within several but generally less than 8 ft.) of piers. These repairs do not eliminate the need for additional repair work in the future and are not represented to "stabilize" the foundation or to be an all-inclusive remedy as all portions of this foundation.

The terms and conditions set forth in this agreement represent the entire agreement between S & W and the Owner. Should changes be required in this contract, they shall be in writing and cost adjustments shall be determined in writing as agreed between the parties to this contract.

Should any portion of this contract be declared null and void, the remainder of this agreement shall remain valid and enforceable by either party.

It is agreed and understood that the full extent of S & W's liability in this work shall not exceed the agreed price of this work.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right 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 that 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. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

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