



10333 NW Freeway Suite 321
Houston, TX. 77092
Fax# 559-961-3812

“Build your FOUNDATION on the ROCKS”

LIFETIME TRANSFERABLE WARRANTY

877-536-1110

Date: 9/16/09

A G R E E M E N T

A. **Rocks Foundation Repair**, called the Contractor, and **BRIAN FALK- CITY OF TEXAS CITY (ENGINEER DEPARTMENT)**, called the Owner, agrees that Contractor will furnish labor, equipment, and materials to perform the following described work to the herein after described building or structure located at **928 – 5TH AVENUE NORTH, TEXAS CITY, TX, 77590, 409-643-5945, BFALK@TEXAS-CITY-TX.ORG.**

Work Described to be completed:

- Install 49 (forty-nine) interior pressed piers as per attached drawing. @ \$650.00 ea = \$31,850.00
- Install 21 (twenty-one) exterior pressed piers as per attached drawing. @ \$500.00 ea = \$10,500.00
- Obtain any and all job related permits.
- Clean-up and haul away all job related debris.
- No Cosmetic repairs (ie. Sheetrock repair & floor covering)

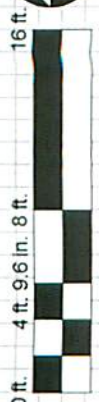
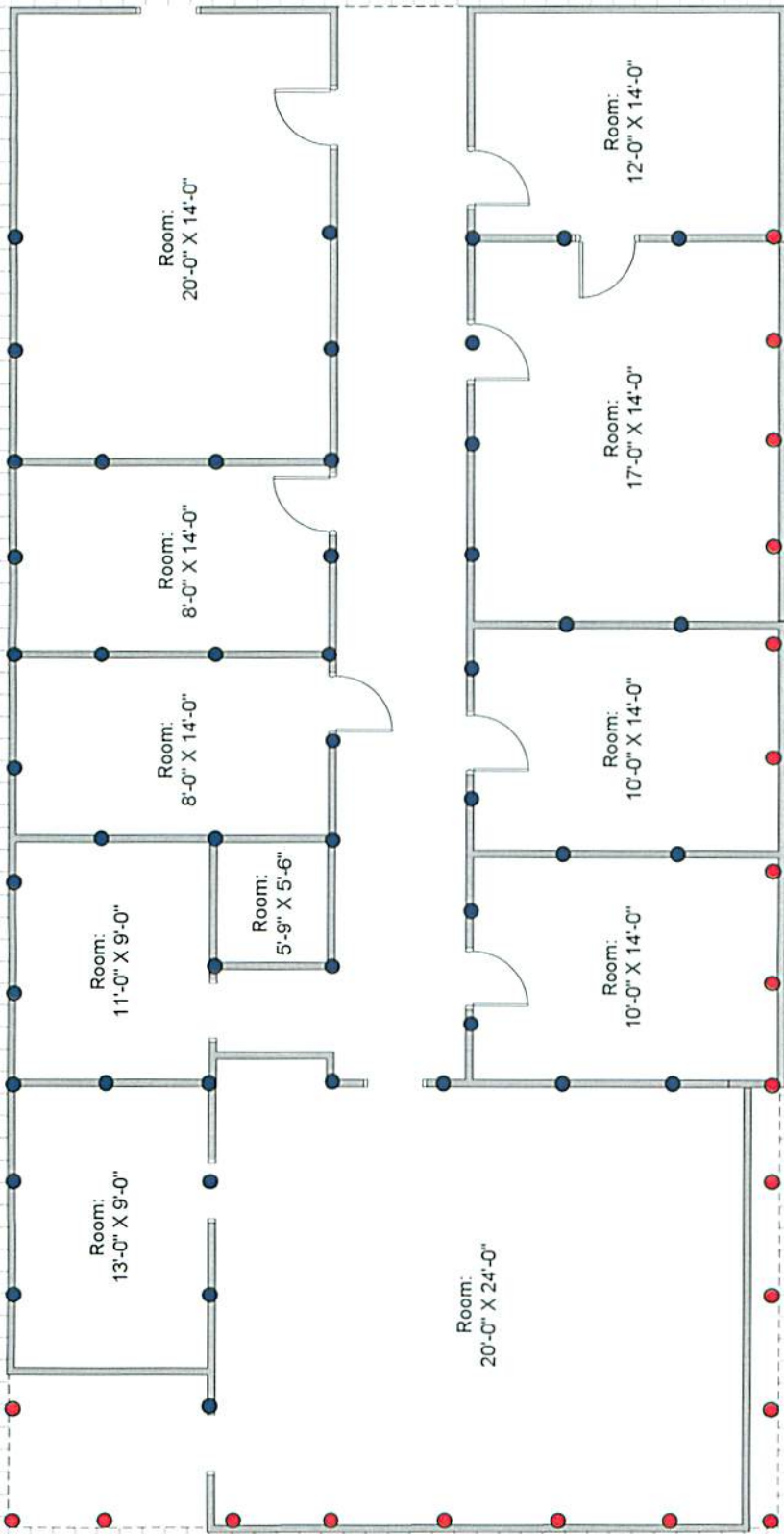
Total cost to the Owner for the heretofore-described work is **\$42,350.00**, of which , **\$21,175.00** is due when work begins, and **\$21,175.00** on completion.

1. Work permitted to meet local government requirements.
2. Contractor will temporarily remove plants and shrubs, which obstruct support installation. All plants and shrubs will be replanted, but contractor does not guarantee nor are we responsible for continued longevity.
3. Contractor will repair any damage to water and sewage lines caused by Contractor. Contractor will, not repair pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by underpinning and/or lifting of property.
4. Contractor is liability insured for customer’s protection.
5. It is understood and agreed that in order to perform the above described work, access will be given to the CONTRACTOR between the hours of 7:00 a.m. thru 6:00 p.m.. Therefore, the above work estimate does not include any redecorating, repairing, electrical work, plumbing work, or sheetrock work, or the replacement of any materials not called for in this Agreement.
6. It is understood and agreed that the Contractor will furnish all the labor, equipment, and material and will perform all the necessary work in connection with this job in a good and workmanlike manner.
7. The Owner may order extra work to be done, not contemplated by this Agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the contractor. No oral representation made by anyone can change or modify this Agreement.
8. Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (“AAA”) pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration and such statutes by any court having jurisdiction and in accordance with the practice of such court.
9. MOLD AND OTHER CONTAMINANTS: Contractor and Owner agree that Contractor and its employees and agents will not be liable for damages or costs of any type – and Owner will hold harmless and indemnify Contractor from any and all claims and causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the “cost to owner” for the heretofore described “work” is determined in part by the agreement of the Owner to these provisions.
10. IN FOUNDATION LEVELING, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL, IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASES, THE GUARANTEE BECOMES INVALID.
11. This agreement, in order to be binding upon Contractor, must be sign in the space provided below and one copy returned in this office within 30 days from the date shown above.

Owner _____

Owner _____

Rocks Foundation Repair
BY: 
Nickolas Reyna III - Sales Inspector
Cell 832-221-9887
E-mail: nick@rocksfoundationrepair.com



- = INSIDE PRESSED PILING (49)
- = OUTSIDE PRESSED PILING (21)

10333 Northwest Freeway Suite-321
Houston, TX 77092

CITY OF TEXAS CITY - ENGINEER BUILDING		BRIAN FALK	
928 - 5 TH AVENUE NORTH		TEXAS CITY, TX 77590	
PHONE NO	EMAIL	REV	REV
(409) 949-3001	BFALK@TEXAS-CITY-TX.ORG	1	1
SCALE	1/8" = 1'-0"	SHEET	1 OF 1