



FOUNDATION EVALUATION ORDER FORM

Inspection Includes:

- Measurements of ground floor rooms to create a floor plan. (Please provide floor plan if available)
- Collection of interior elevations of first floor to document the current condition of the foundation and to determine if foundation repair is necessary.
- Inspection of drainage patterns around the house and neighborhood.
- Observation of the vegetation around the house.
- Observation of the condition of the home and yard (sprinkler system, professional landscaping, etc.)
- Pier and beam - we will go under only if there are no electrical lines under the house or if so, only if the electricity is completely turned off, there is accessibility, no animals, and if soil conditions are not too wet.
- It will take anywhere from 2 to 3 hours for the evaluation.
- The report will include floor elevations, general observations, how the foundation is performing, and recommendations.

Name: _____ Phone No.: _____

Billing Address: _____ Mobile No.: _____
Street _____
City _____, TX _____ Email: _____
Zip Code _____

Property Address: _____ Approximate age of the house: _____
*If different from above Street _____
City _____, TX _____ Square footage: _____
Zip Code _____

How did you hear about us? _____

Is the house on: Concrete Slab Pier and beam

Exterior of house: Brick veneer Rock veneer Wood siding Other: _____

Is the house: Vacant Occupied If vacant, lock box no.: _____

Electricity: On Off

Has there been any previous engineering work done at the house: Yes No

What type of work was done: Piers Plumbing Repairs Additions Other: _____

Please describe concerns with foundation:

Signature: _____

Date: _____

**EVER ENGINEERING, LLC
ADVANCED ENGINEERING SERVICES
TERMS AND CONDITIONS**

The Client hereby agrees that Ever Engineering, LLC - Advanced Engineering Services (henceforth referred to as "the Company") shall perform the services outlined in the attached Structural Engineering Order Form subject to these Terms and Conditions for the stated fee arrangement.

Access to Site

The **Company** will have access to the project site in order to perform the necessary activities for the requested services, unless otherwise stated. The **Company** will take precautions to minimize damage due to these activities. The **Company** has not included in the project fee the cost of restoration of any resulting damage.

Certifications, Guarantees, and Warranties

The **Company** shall not be required to sign any documents, no matter by who requested, that would result in the **Company** having to certify, guarantee or warrant the existence of conditions whose existences the **Company** cannot ascertain. The **Client** agrees not to make resolution of any dispute with the **Company** or payment of any amount due to the **Company** in any way contingent upon the **Company's** signing any such certification.

Dispute Resolution

Any claims or disputes made during design, construction or post-construction between the **Client** and the **Company** shall first be submitted to non-binding mediation. The **Client** and the **Company** agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Indemnification

The **Client** shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the **Company**, his or her officers, directors, employees, agents and subconsultants from and against all claims, demands, lawsuits, damage, liability and cost, including reasonable attorney's fee and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the **Company**.

Terms

The Company requests that all invoices be paid upon receipt, unless other arrangements have been made.

Late Payments

Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. The **Client** shall pay all costs of collection, including reasonable attorney's fees in the event any portion or all of an account remains unpaid ninety (90) days after billing. The project site owner agrees that the **Company** shall have the right to file a Mechanics Lien on the property described herein should any payment due the **Company** remain unpaid.

Limitation of Liability / Waiver of Warranties

In recognition and consideration of the relative risks and benefits of the project to both the **Client** and the **Company**, the risks have been allocated such that the **Client** agrees, to the fullest extent permitted by law, that the liability of the **Company** and its subconsultants to the **Client** and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes shall be limited so that the total aggregate liability of the **Company** and its subconsultants to all those named above shall not exceed \$1,000 or the total fee for services rendered on this project, whichever is greater, and any claims against the **Company** and its subconsultants for any other actual, incidental or consequential damages are hereby waived and released. Claims and causes subject to this limitation of liability include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. The **Company** warrants only that the services provided hereunder shall be performed with the reasonable and ordinary degree of skill and care consistent with that currently and commonly exercised by a reputable member of the **Company's** profession in the state in which the services are performed under the same or similar circumstances. No other warranties, express or implied, including without limitation, any warranties of quality or fitness, are intended or made by this Agreement or performance of the services and all such other warranties are hereby expressly waived.

Termination of Services

This agreement may be terminated by the **Client**, or the **Company** should the other fail to perform its obligations hereunder. In the event of termination, the **Client** shall pay the **Company** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents

All documents produced by the **Company** under this agreement shall remain the property of the **Company** and may not be used by the **Client** for any other venture without the written consent of the **Company**.