

# Allied Foundation Specialists Inc.

Lifetime Service Agreement    Date 7-20-2020

Allied Foundation Specialists has installed: ( 10 ) Exterior Driven Concrete Piers and/or (-e) Interior Driven Concrete Piers.

Address: 2710 Evergreen Cliff Trail, Kingwood Texas

Allied Foundation issues a transferable Limited Lifetime Service Agreement for the area of the foundation that has been underpinned by our company.

If a structure is partially underpinned, settlement may occur in areas not underpinned by Allied, such as the remainder of the perimeter and/or interior of the building. Allied Foundation provides a warranty for the area where piers are installed. The remaining structure not supported by underpinning may move independently and could require additional pier work in the future. Any new installation of piers or repair outside of our service area and agreement will be at an extra cost to the Owner.

Soil conditions, particularly during periods of extended dry weather, may result in new or additional settlement. We do not guarantee that the structure will not experience additional movement. This warranty provides that Allied will re-raise or adjust settled areas where the work has been installed. Our warranty does not include additional underpinning in other areas not supported by our piers.

Access for Exterior piers under warranty will require excavation of some or all piers underpinned by Allied at no cost to the Owner. Any Interior Breakouts and excavation for adjustments, Owner will be responsible for moving furniture, floor removal and replacement. If pier adjustments need to be made by tunneling under the foundation, there will be a \$95/foot (warranty rate only) charge to gain access to the interior piers.

As a result of raising or adjusting piers, new cracks in sheetrock, tile, grout and all rigid surfaces, seen or unseen, can occur. Allied assumes responsibility for the foundation alone. No other part of the structure, interior or exterior, such as doors, windows, cabinets, decks, landscaping, roofs, plumbing, drain lines and electric is covered and is the sole responsibility of the Owner.

Drain lines of any kind: PVC, ABS, or Cast Iron must be properly maintained. Cast Iron and ABS sewer lines deteriorate and leak over a period of time. Our company will void the warranty if sewer lines are leaking under the foundation. Owner must maintain positive drainage away from the foundation with proper grading and control large tree root growth.

This warranty will become Null and Void if any major structural changes have been made after the foundation has been repaired.

Allied Foundation Specialists Inc.

4906 Luella Ave. Deer Park, Texas 77536

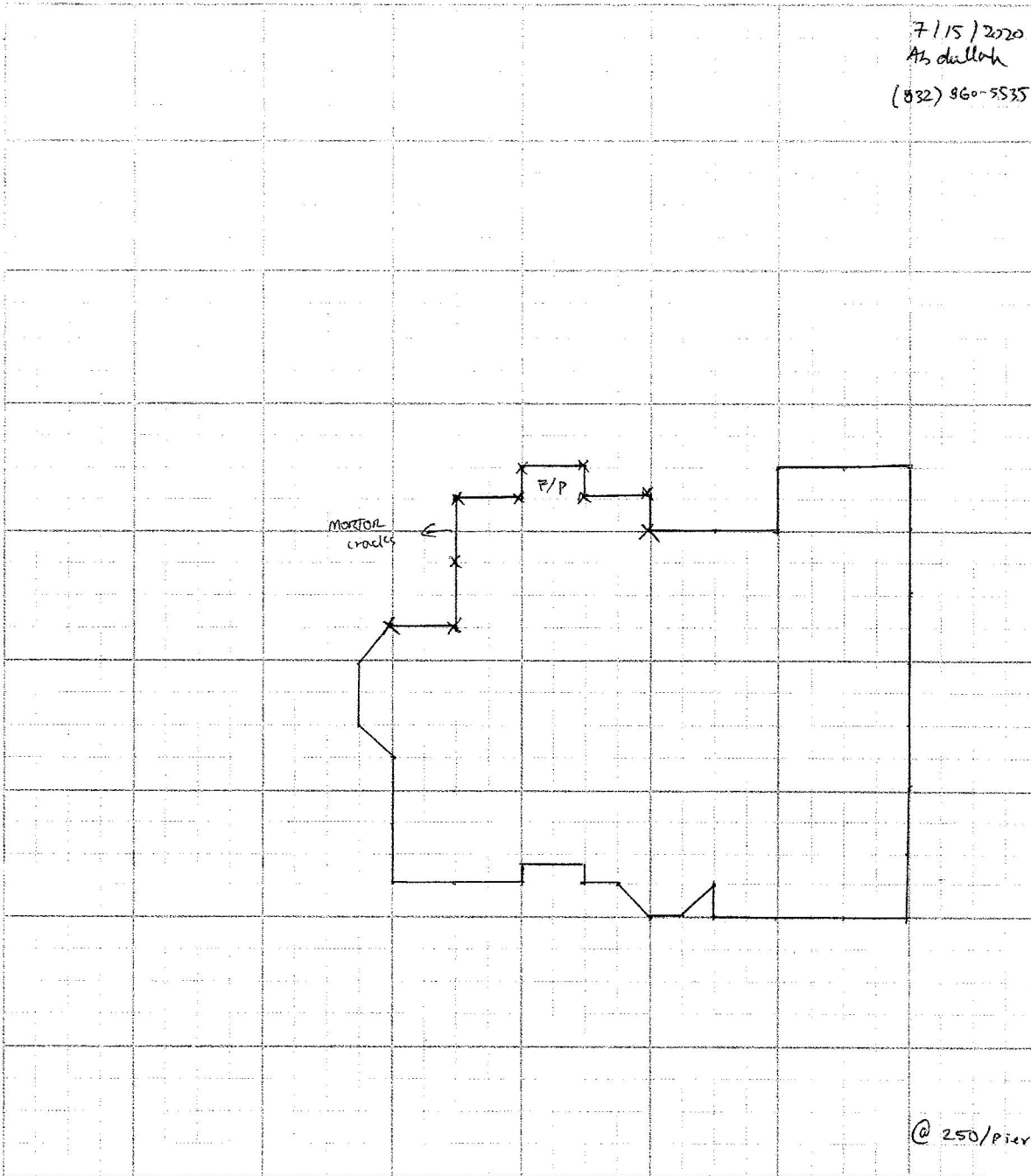
281-479-5247 Office

[slab82@alliedfoundation.net](mailto:slab82@alliedfoundation.net)

281-476-4760 Fax

[www.crackedslab.com](http://www.crackedslab.com)

7/15/2020  
At Dallas  
(832) 860-5535



@ 250/PIER



4906 Luella Ave. • Deer Park, TX 77536  
281/479-6247 • Fax 281/476-4780

NAME MARC FLAUCH  
ADDRESS 2710 EVERGREEN CLIFF TRAIL  
CITY ZIP KINGWOOD, TX 77345  
HOME # \_\_\_\_\_  
WORK # \_\_\_\_\_  
CELL # (713) 299-5426  
EMAIL \_\_\_\_\_

NO. OF PIERS 10  
BREAKOUTS \_\_\_\_\_  
KEY MAP \_\_\_\_\_  
COST OF JOB \$2500 <sup>00/100</sup>  
CHECK   
CREDIT CARD

# ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

Date: 7/15/2020

MARC FLANCH

Owner or agent authorized to contract on behalf of owner ("Owner")  
Address of Owner:

Street: 2710 EVERGREEN CLIFF TRL

City, St., Zip: KINERWOOD, TX 77345

Work Tel: \_\_\_\_\_

Home Tel: \_\_\_\_\_

Cell Phone: (713) 249-5426

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Recommended Repair Plan: (SEE ADDENDUM A)**

- Driven Concrete Pier  
10 Exterior 1 Interior 10 Total Piers
- Pile Guard Pier  
\_\_\_\_\_ Exterior \_\_\_\_\_ Interior \_\_\_\_\_ Total Piers
- Concrete Breakouts: \_\_\_\_\_
- Tunneling: \_\_\_\_\_ Linear Feet
- Mud Pumping: \_\_\_\_\_ Cubic Yards
- Hydrostatic Pressure Test: \_\_\_\_\_
- Previous Work Adjustments: \_\_\_\_\_

Special Provisions: \_\_\_\_\_

Allied Foundation Specialist, Inc. ("Allied") enters into this agreement on this 15<sup>th</sup> day of JULY, 2020 with Owner to provide labor, equipment, and/or materials for the work described on the attached Addendum "A" to the foundation of the property located at: Same as above (the "Residence").

Any work to be performed beyond the scope of the work must be in writing and signed by Owner and Allied. The agreed estimated price for the work is \$ 2500. Owner agrees to pay the agreed price as follows: 100/100  
\$ \_\_\_\_\_ at the time work begins and \$ 2500 upon completion.

**REPRESENTATIONS**

Owner represents that he/she is the legal owner of the herein above described residence (the "Residence") Owner represents that Owner has the legal authority to enter into this agreement.

**SCOPE OF THE WORK**

1. The Scope of the Work is set forth in the attached Addendum A. All work will be completed in substantial accordance with the Scope of the Work. The Scope of the Work is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas related with the foundation or Residence. A long term plan for providing ideal soil moisture conditions must be maintained, including maintaining positive drainage away from the foundation with proper grading, controlling large tree root growth, and maintaining a functional sewer system that is not leaking under the foundation.

2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may create new damages by movement or lack of movement. In performing the foundation repair, the foundation will need to be adjusted to return the foundation to a feasible level. The movement of the foundation frequently causes cracks, separation, and other damages to the structure, the interior, and the exterior, which cannot be avoided. **By signing this agreement, the Owner represents and warrants that they understand that such items could occur and that the Owner will hold Allied harmless and indemnify Allied if any claims are brought against Allied relating to such items, and that these damages are the sole responsibility of the Owner.**

3. The material used in the installation of the driven concrete piers shall be 6,500 psi concrete at 28 days. Access holes in the slab, walks, porches or driveways created by Allied will be patched with concrete, concrete patches will not match in color. When interior piers are included in the repair plan, contractor will break through floors and patch concrete slab upon completion, Home owner is responsible for repairs or replacement of floor coverings (carpet, tile, etc...). Owner is responsible for all flooring, interior and exterior. **Access by tunneling is an additional charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.**

4. **Owners Responsibilities:** If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, Owner agrees to give written notice to Allied identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the work to be performed. You agree to facilitate the location of underground/ overhead utility lines, identify your property lines, ensure that construction areas are free of preexisting hazards, to grant Allied access to construction areas during working hours, and to keep unattended minors and pets out of the construction areas at all times while the work is in progress. **Allied will call the proper agency for the utility lines to be located. Any line not properly located is not the responsibility of Allied. Owner is responsible for clearly marking existence of sprinkler systems, septic, electrical, water wells, phone, or data that is not part of the main service line to the structure.**

5. **Owner agrees to furnish** all necessary water and electricity during times work is being performed. Allied has no obligation to repair or to replace any pre-existing damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings, or personal property absolutely and regardless of when or where said damages occurs. If damage occurs due to Allied's negligence, Allied is obligated to make adequate repairs that make the Owner whole again, not new replacement, nor new construction.

6. **Plumbing:** Owner is responsible for water and gas lines unless damages to same are directly caused by Allied digging into a pipe. **Pre-existing plumbing of any kind, deteriorated pipes, and any broken plumbing caused by lifting and leveling of the foundation are the home owners' responsibility to repair in a timely manner without regard to when or where said damage occurs.**

7. **Incidentals:** It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, tile, brick and mortar, stucco, roofing, windows, doors, door frames, driveways, sidewalks, attached porches or other rigid materials may very likely crack, bulge, pull apart, tear, break, skew, stick, stretch and wrinkle. Therefore, Allied will not be liable for, and the above estimated work does not include, redecorating, repairing, electrical work, or replacement of any materials not specified in this contract. **Any such damages or repairs are the sole responsibility and liability of Owner.** It is also understood and agreed that Allied will temporarily remove plants and shrubs that obstruct the installation area, to the extent reasonably possible, all plants and shrubs will be replanted; however, **Allied does not guarantee longevity and cannot be held responsible for landscaping of yard.**

8. **Insurance:** Allied Foundation maintains liability insurance and worker's compensation for customer's protection.

**LIMITED LIFETIME WARRANTY**

A. ALLIED ISSUES A LIMITED LIFETIME TRANSFERRABLE WARRANTY FOR WORK PERFORMED. IF FUTURE SETTLEMENT OCCURS AND CAN BE CORRECTED BY ADJUSTING ALLIED'S EXISTING PIERS, ADJUSTMENTS WILL BE PERFORMED AT NO COST TO THE OWNER OR FUTURE OWNER PROVIDED THAT ALL PROVISIONS OF THIS AGREEMENT HAVE BEEN MET. Access for warranty adjustments will be performed as per original contract and conditions. It is highly recommended that all plumbing be tested after foundation repair is completed, sewer leaks do void warranty.

# LIFETIME TRANSFERABLE WARRANTY

Certificate No. 2011-0998

On **February 29, 2012** this property had the  
**FOUNDATION PLUS** system of foundation repair

**Marc Flach**

Of

**2710 Evergreen Cliff Trail  
Kingwood, TX 77345**

If any adjustments are required during the life of the structure, **ATLAS FOUNDATION REPAIR** will make the recommended adjustments to the installed system at no cost to the warranty holder.

Should major structural changes be made to the property this warranty will no longer be valid, or transferable.

**ATLAS**  
FOUNDATION REPAIR

Kristin Sorenson  
Authorized Company Representative

3-6-12  
Date

**ATLAS**  
FOUNDATION REPAIR  
FIX IT WITH ATLAS. FIX IT FOR GOOD.

March 6, 2012

Marc Flach  
2710 Evergreen Cliff Trail  
Kingwood, TX 77345

Re: Foundation Plus Lifetime Transferable Warranty

Dear Mr. Flach,

Our technician, crew and office staff would like to thank you for trusting us to repair your structure.

We are pleased to enclose the **Lifetime Transferable Warranty** for the repairs performed on your structure. Should you need assistance in the future, be assured that we will be available when you need us.

We would like to take this opportunity to tell you about our Referral Program. Should you refer a neighbor or friend and they opt for Atlas Foundation Repair to do the repair, we will write you a check for \$100. We've enclosed a couple of forms for your use.

Also, if you decide to sell your home, please contact our office to request a Warranty Transfer Form.

Kind regards,

*Kristin Sorenson*

Kristin Sorenson

8945 Solon Road • Houston, Texas 77064  
Phone: 713.641.4844 • Fax: 713.928.5221 • [www.atlasfoundation.net](http://www.atlasfoundation.net)

106  
Send



8945 Solon Road, Houston, Texas 77064 - 713.641.4844 - 713.928.5221

www.atlasfoundation.net

### AGREEMENT

Date: 12/1/11

ATLAS FOUNDATION REPAIR COMPANY, called the Contractor and Marc Flach, Owner,

agree that Contractor will provide foundation repair services for the sum of \$ \_\_\_\_\_, of which \$ \_\_\_\_\_

equal to one-half shall be paid when work begins and the balance is due on completion of the work. Contractor will perform the

following described work to the described building or structure located at 2700 Evergreen Mill Trail

City Kingwood State TX Zip 77345 Phone #s: \_\_\_\_\_

#### RECOMMENDED REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE \_\_\_\_\_

<input type="checkbox"/> <b>Foundation Plus</b>	_____ Exterior _____ Interior _____ Total for Pilings
Lifetime Transferable Warranty	
<input checked="" type="checkbox"/> <b>Foundation Plus HD</b>	_____ Exterior _____ Interior _____ Total for Pilings
Lifetime Transferable Warranty	
<b>Piers</b>	
_____ Bell Bottom	Lifetime Transferable Warranty**
** (10 year unconditional) After 10 years \$ _____ per pier service fee	
<b>Conventional:</b>	
<input type="checkbox"/> Conventional	<input type="checkbox"/> Sill Beam
One-Year Limited Warranty	

<input type="checkbox"/> <b>Tunneling</b>	_____ Linear Feet
<input type="checkbox"/> <b>Drainage:</b>	
<input type="checkbox"/> <b>Drainage Pipe</b>	_____ Ft.
One Year Warranty	
<input type="checkbox"/> <b>Surface Drain Basin</b>	# _____
<input type="checkbox"/> <b>Down Spout Extension</b>	# _____
<input type="checkbox"/> <b>Sump Pump</b>	# _____
<input type="checkbox"/> <b>Other</b>	_____

#### OWNER HAS ELECTED THE FOLLOWING REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE: \_\_\_\_\_

\_\_\_\_\_ Foundation Plus Pilings \_\_\_\_\_ Exterior \_\_\_\_\_ Interior \_\_\_\_\_ Total \_\_\_\_\_ OTHER: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Foundation Plus HD Pilings

1. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted, but Contractor does not guarantee longevity of plants and cannot be held responsible for the landscaping of the yard.

2. Contractor is not responsible for damage to plumbing resulting from deterioration or pre-existing problems and leaks. Contractor will only repair damage to water and sewer lines hit by Contractor while excavating for piling installation.

3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Owner is responsible for replacing or reinstalling floor coverings. When inside supports are recommended, Contractor will only replace hardwood flooring with plywood and screeds. Owner is responsible for flooring.

4. Any existing piers that must be chipped and cut away will be charged to the owner at a cost of \$ \_\_\_\_\_ each. IN FOUNDATION ADJUSTMENTS, 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 WARRANTY BECOMES INVALID.

5. During the described work, sheetrock, wallpaper, bricks, pipes and other rigid materials may crack or shift. Contractor is not responsible or liable for repairs, decoration, electrical work, carpet, tile, hardwood flooring, cabinetry or the replacement or repair of any materials unless expressly specified in this Agreement.

6. Owner is responsible for clearly marking the existence of sprinkler systems and plumbing such as septic tanks, additions with plumbing, and water wells.

7. On all Lifetime Warranties, a New-Owner Transfer fee of \$100 is required of any subsequent owners, without ownership interruption, paid to the contractor, and new owner must notify Contractor within three (3) months of taking ownership of the existing property. Failure to comply with these requirements within the 3 months will result in the warranty being voided.

8. Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement shall be resolved by mandatory and binding arbitration laws in this state and in accordance with this agreement and the rules the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.

#### 9. EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY: ( Foundation Plus and pilings only)

- (1) Heave or upward movement of the foundation due to soil expansion.
- (2) All areas outside the area of influence.
- (3) Damage caused by catastrophic occurrences.
- (4) Any prior work to the foundation not performed by Contractor, or any work performed by Contractor that has been tampered with in any manner.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your rights 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 the 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.

This agreement, in order to be binding upon Contractor, must be signed in the space provided below and one copy returned in this office within \_\_\_\_\_ days from the date shown above. Checks should be made payable to: ATLAS FOUNDATION REPAIR COMPANY.

Special Provisions: \_\_\_\_\_

\_\_\_\_\_

Owner

\_\_\_\_\_

Owner

\_\_\_\_\_

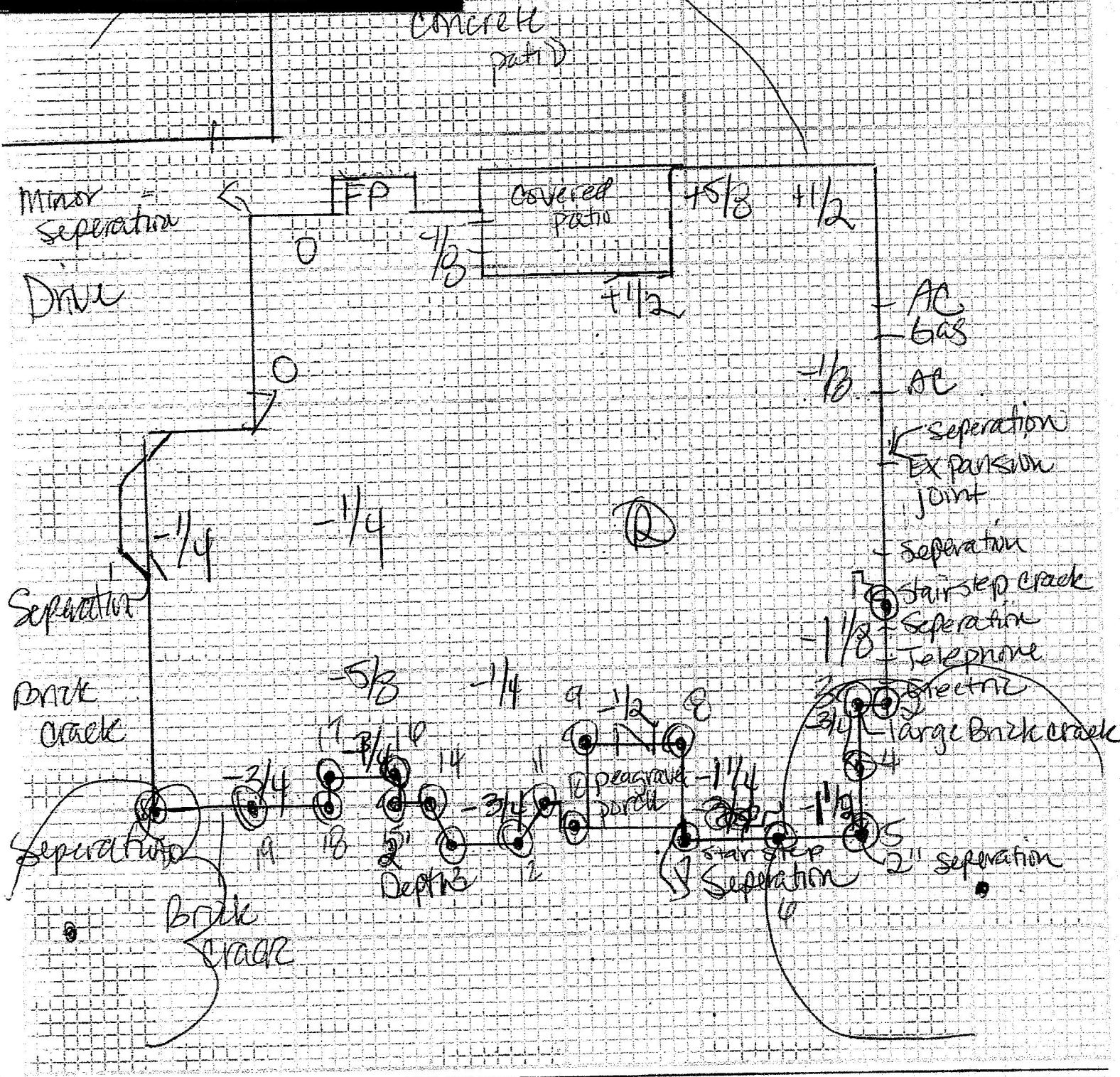
**ATLAS FOUNDATION REPAIR COMPANY**

\_\_\_\_\_

Contractor

# 1-8 Option # 1 \$ 4000  
 # 1-20 Option # 2 \$ 9000

8945 Solon Road • Houston, Texas 77064  
 Ph: 713.641.4844 • Fax: 713.928.5221  
 www.atlasfoundation.net



**TOTAL NUMBER OF PILINGS**

EXTERIOR \_\_\_\_\_ INTERIOR \_\_\_\_\_

**LEGEND:**

EXTERIOR PILINGS  
 INTERIOR PILINGS



FENCES \_\_\_\_\_  
 DECKS \_\_\_\_\_  
 REARVALE \_\_\_\_\_