

CHURCH SERVICES

P.O. Box 79589
Houston, Texas 77289-9589
(713) 497-8602
(800) 434-7372
FAX (713) 932-0550

FAX TRANSMITTAL

Date: 3-1-96

No. of Pages: -2-
(Including cover page)

To: Margret Eichelburger

From: Matt Launikitis

Re: 8 Brookflower Rd.
Woodlands Tx.

FAX # (713) 364-3011

If transmission is interrupted or unreadable, please call (713) 497 8602.

Message: Ms. Eichelberger,

Here is the information we discussed yesterday.
If you have time, please call me when you
receive this fax. (497-8602).

Thanks,
Matt.



CHURCH FOUNDATION REPAIR



HOUSTON

AUSTIN

CORPUS CHRISTI

SAN ANTONIO

(713) 497-8602

(512) 452-2294

(800) 434-7372

(210) 733-3259

Name: Margaret Eichelberger

Phone No.: (W) 364-3010

Address: 8 Brookflower

FAX 364-3011

(H) 363-0552

Key Map#: 252J Date: _____

No. of Stories: 1 Brick Veneer

No. of Piers: Exterior _____

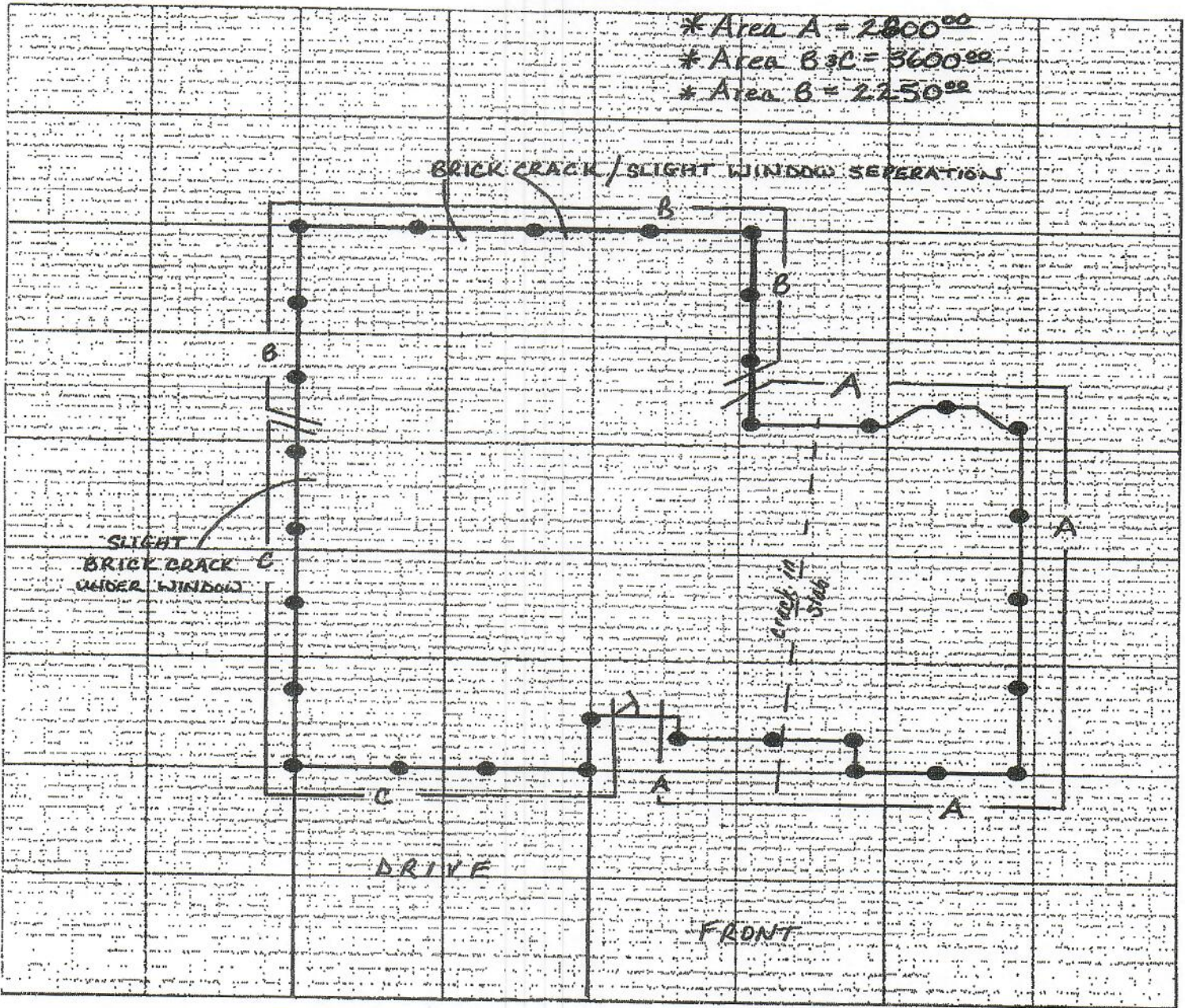
Foundation: Post tension on grade

Interior _____

No. of Breakouts: _____

Other _____

Scale: 1" = 1/16"



P.O. Box 441634 Houston, Texas 77244-1634

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Full Service Foundation Repair Company - Family Owned and Operated

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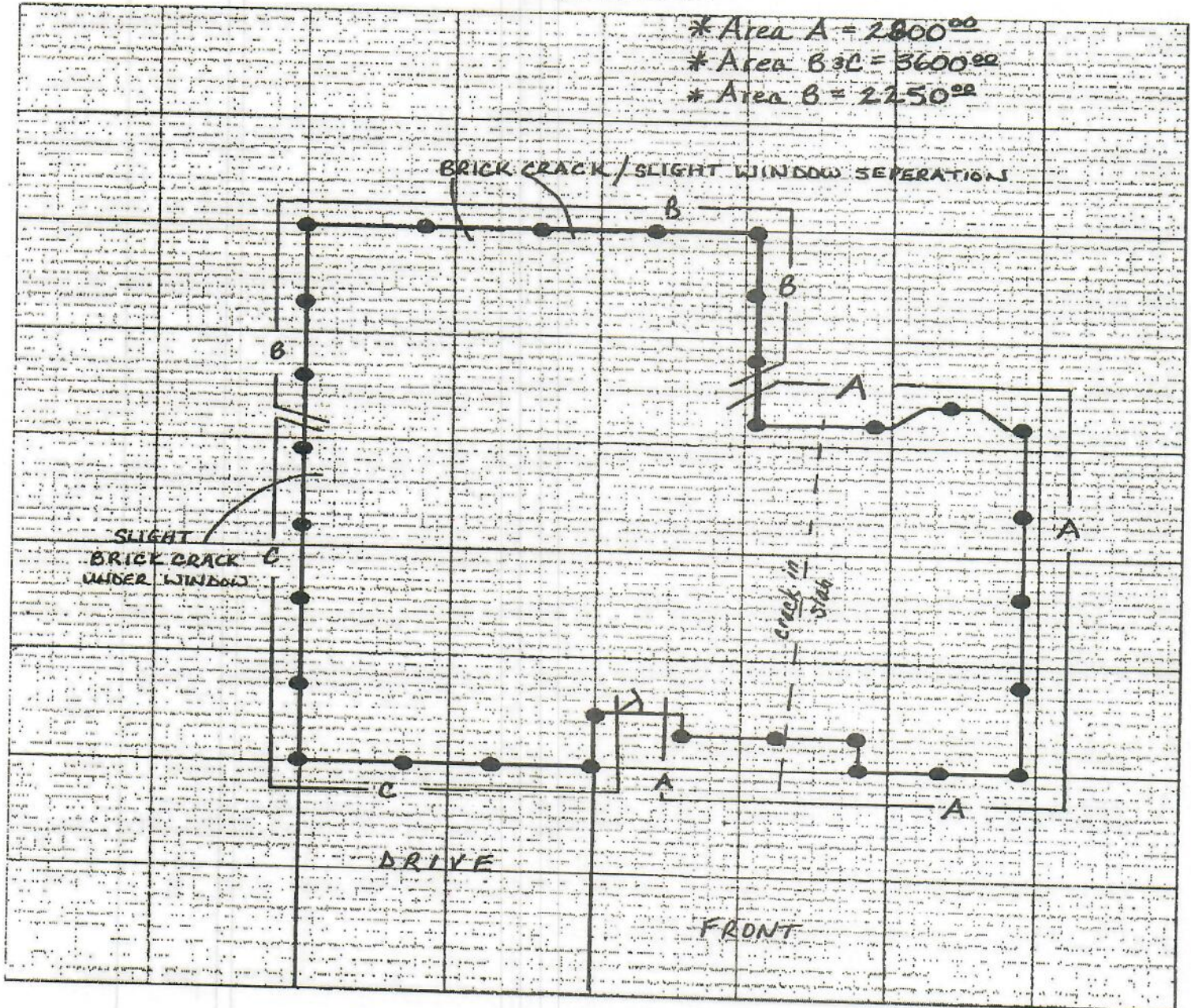
No. of Piers: Exterior _____

No. of Breakouts: _____

Interior _____

Other _____

Scale: 1" = 1/10"



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Date: 3-1-96

Church Construction, Inc. (dba. CHURCH FOUNDATION REPAIR) herein referred to as "CONTRACTOR" and Margaret Eichelberg

8 Brookflower Woodlands TX NAME
ADDRESS

herein referred to as "OWNER" agree that CONTRACTOR will furnish labor, equipment and materials to perform the following described work to the above described premises:

- CONTRACTOR will install 13 Exterior and 0 Interior piers with 24 inch bell bottoms and 9 inch shafts, under the foundation of the structure in places recommended by the CONTRACTOR. Pier depth will be to a suitable soil level determined by drilling a 15 foot hole. CONTRACTOR will raise the structure where piers are installed to as near level as construction of the structure will permit. OWNER approves this method of repair and recognizes that such method is the generally accepted method of foundation repair employed in the area.
- When required, work will be permitted to meet all local government requirements.
- CONTRACTOR will repair any damage to plumbing lines (sewer, water, sprinkler, and pool), gas or electrical lines, telephone and TV cables caused by CONTRACTOR during the excavation and pouring of the piers. However, CONTRACTOR is not responsible for any damage caused because of rotted, deteriorated and preexisting conditions. CONTRACTOR is not responsible for plumbing leaks or utility lines resulting from the leveling procedure.
- The job site will be cleared of all excavated dirt and other material associated with the installation of piers by CONTRACTOR.
- In foundation leveling, conditions might appear when work is begun that were not visible when this agreement was prepared, such as, insufficient reinforcing steel in concrete slab, and/or other original foundation structural deficiencies. In such cases the Lifetime Service Agreement becomes invalid and CONTRACTOR will notify owner of same.
- It is understood and agreed that in order to perform the above described work it is possible that the sheetrock, wall-paper, or other rigid materials may crack. The amount shown below does not include redecorating, electrical work, or the replacement of any materials not called for in this agreement. It is understood that CONTRACTOR is not responsible for the survival of the trees, plants or shrubs that might obstruct CONTRACTOR'S operations.
- It is understood that CONTRACTOR will furnish all the labor, equipment and material and will perform all necessary work in connection with the foundation leveling procedure contemplated by the Agreement.
- Any existing building piers requiring chipping and cutting will be billed to OWNER as an additional cost which will be priced on a case by case basis. Also note that attached builders piers will need to be detached to allow for the proper repairs to take place. Unknown attached piers will be brought to the OWNER'S attention when discovered.
- 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 OWNER and CONTRACTOR. No oral representation made by anyone can change or modify this Agreement.
- Cost to OWNER for the heretofore described work is \$ 2850⁰⁰, one-half (1/2) to be paid when piers are poured and final payment shall be due immediately upon completion of the leveling procedure.
- LIFETIME SERVICE AGREEMENT:** OWNER recognizes that soil conditions in this area are such that there may occur some future shifting of the soil. If any re-raising of the area of the structure on which CONTRACTOR performs the work as provided herein, due to settling within the first 10 years after completion of the work provided for in this Agreement, CONTRACTOR will re-raise settled areas where the above described piers have been installed, without cost to the OWNER. After the tenth year, should re-raising of the structure where piers were installed by CONTRACTOR be required, CONTRACTOR will perform such service, if requested by OWNER, at a cost of \$40.00 per pier adjusted plus or minus the U.S. Government Consumer Price Index (All Commodities). The removal and /or replacement of any type of floor covering for the adjustment of interior piers shall be at OWNER'S expense.
- TRANSFERABILITY:** OWNER'S rights hereunder may be assigned to a purchaser of the property covered by this Agreement and all of the terms, provisions, and warranties provided herein shall be binding on CONTRACTOR, provided, however, OWNER or the purchaser must notify CONTRACTOR in writing of such transfer of ownership within thirty (30) days by certified mail after the effective date of the transfer of title of the property.
- This Agreement, in order to be binding upon CONTRACTOR, must be signed in the space provided below, and white copy returned to the office of CONTRACTOR within 30 days from the date shown.

Other Considerations: * Contractor to provide workers compensation and general liability insurance.
* Price includes pier hole inspection, prior to pouring concrete, by an independent Engineer.

OWNER

OWNER

CHURCH FOUNDATION REPAIR
By: Matt Loukatis
CONTRACTOR



PLUMBING
FOUNDATION REPAIR
AIR CONDITIONING & HEATING

PERFORMANCE QUESTIONNAIRE

July 24, 1996

Margret Eichelberger
#8 Brookflower Road
The Woodlands, TX 77380

Dear Ms. Eichelberger:

1. WERE THE EMPLOYEES AND OFFICE HELPFUL? Yes
2. DID OUR ESTIMATOR EXPLAIN TO YOU ABOUT OUR AIR CONDITIONING AND HEATING AND PLUMBING SERVICES? I don't remember!
3. WAS THE REPAIR DONE AS DESCRIBED BY THE ESTIMATOR? Yes
4. DID THE CREWS ARRIVE ON A TIMELY BASIS? Yes
5. WAS THE FOREMAN INFORMATIVE AND COURTEOUS? Yes
6. WAS EVERYTHING DONE TO YOUR SATISFACTION? Yes
7. WOULD YOU LIKE TO BE ON OUR REFERENCE LIST? YES NO

SUGGESTIONS: None -- Estimator was very informative, polite & patient.

THANK YOU,
CHURCH FOUNDATION REPAIR

Job No. 96064

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800-434-7372
FAX 713-932-0550



July 24, 1996

Margret Eichelberger
#8 Brookflower Road
The Woodlands, Texas 77380

Dear Ms. Eichelberger:

CHURCH FOUNDATION REPAIR has recently completed repairing your foundation and included in the repairs procedure was the installation of 13 bell bottom piers at the approximate locations shown on the enclosed sketch.

We at CHURCH FOUNDATION REPAIR demand quality in our workmanship and stand behind our work by granting a lifetime service agreement with the privilege of unlimited transferability. Enclosed is our agreement regarding the foundation repair work conducted on your residence and the lifetime service and unlimited transferability provisions. Please note that we need your help to keep water from ponding/standing around the foundation, which requires constant maintenance of grade, gutters and/or drainage systems around the residence.

The enclosed sketch of the pier locations and service agreement should be kept in a safe and convenient location for your future reference.

The owners and employees of CHURCH FOUNDATION REPAIR would like to thank you for your patience and cooperation during the foundation repair procedure. Please find enclosed a Questionnaire concerning our performance on your repair and mail back in the postage-paid envelope. Thank you again for allowing CHURCH FOUNDATION REPAIR to perform the repairs at your home.

Sincerely,



Charles R. Church

CRC/mlr

Enclosures

PO BOX 79589
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FAX 713-932-0550

LIFETIME SERVICE AGREEMENT

Date: July 24, 1996
Owner: Margret Eichelberger
Address: #8 Brookflower Road
The Woodlands, TX 77380

Work was Performed: March, 1996

WARRANTY:

OWNER recognizes that soil conditions in this area are such that there may occur some future shifting of the soil. If any re-raising of the area of the structure on which CONTRACTOR performs the work, due to settling the first 10 years after completion of the work provided for in this Agreement, CONTRACTOR will re-raise settled areas where the above described piers have been installed, without cost to OWNER. After the tenth year, should re-raising same area of the structure be required, CONTRACTOR will perform such service if requested by OWNER at a cost of \$40.00 per pier adjusted plus or minus the U.S. Government Consumer Price Index (All Commodities). The Removal and/or replacement of any type of floor covering for the adjustment of interior piers shall be at Customer's expense.

TRANSFERABILITY:

OWNER'S rights hereunder may be assigned to a purchaser of the property covered by this Agreement and all of the terms, provisions, and warranties provided herein shall be binding on CONTRACTOR, provided, however, OWNER or the purchaser must notify CONTRACTOR in writing of such transfer of ownership within thirty (30) days after the effective date of the transfer of title of the property.

H96146



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SAN ANTONIO
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Key Map#: 252J Date: _____

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No. of Piers: Exterior _____

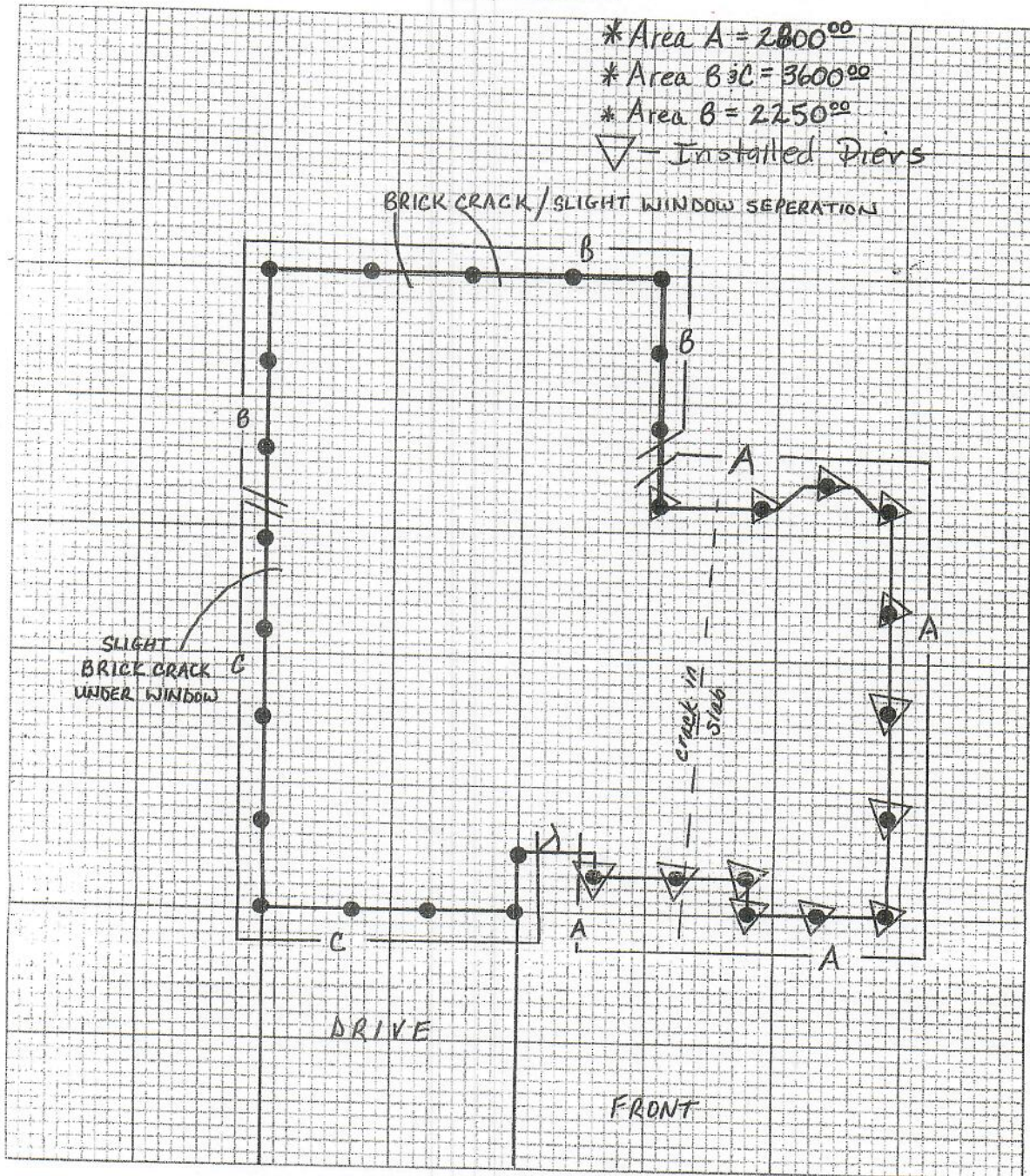
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**J. Spivey
& Associates, Inc.**

Licensed Real Estate
Inspectors

1706 Seamist
Suite 510
Houston, Texas 77008

861-6880
861-1865 Fax

Residential and
Commercial

March 5, 1996

Mr. Chris Church
Church Foundation Repair
P.O. Box 79589
Houston, Texas 77279-9589

RE: Final Report
8 Brookflower Drive
Oakridge North
Houston, Texas

Dear Mr. Church,

This is to certify that in accordance with your request, a foundation repair, pier hole inspection was performed at the referenced address. It was noted that 13 holes were inspected for size, depth, and proper underreaming. All holes were approved for placement of steel and concrete.

Based upon the progress reports submitted by qualified inspectors and the observations made, to the best of my knowledge, I declare the work to be in substantial conformance with the approved construction documents and performed in a workmanlike manner.

Sincerely,
J.SPIVEY & ASSOCIATES, INC.



J. F. Gouge P.E.
Registered Professional Engineer
Registration No. 21684
Expiration date 3-31-96

