

ALLIED FOUNDATION SPECIALISTS

WARRANTY

Allied Foundation Specialists has placed: (13)

Ext. Driven Concrete Piers around the
Entire/Partial perimeter of the structure located at:

16310 Flint Runway Sugarland Tx.

Allied Foundation Specialists issues an unconditional
Life Time Service Agreement effective: 10-24-06

**This warranty is completely transferable to any and all
future owners of this home, provided no major structural
changes have been made.**

**In the event any adjustment is required at a later day,
it will be done at no cost to the homeowner.**

It is noted that the company is responsible for the foundation
alone. No other part of the structure, interior and exterior is
covered under this agreement.

Allied Foundation
Richard Pacheco
Richard Pacheco
(281) 479-5247



CONTRACT

Ralph Marchesano
Owner or agent authorized to contract on behalf of owner
(Herein after referred to as Owner)

AND

Address of Owner:

Street: 16310 Flint Runway

City, State, Zip Code: Sugarland, TX.

Home Telephone: 281-924-3267

Foundation Repair Contractor

1321 Velma • Deer Park, Texas 77536
Phone: 281-479-5247 • Fax: 281-476-4760
(Herein after referred to as Contractor)

PROCLAMATIONS

The owner represents that Owner has the legal authority to enter into this agreement and warrants and represents the Owner is the legal owner of the property described in this agreement. In exchange for the Owner's promises and agreements described below, The Contractor agrees to the following:

Inspect and raise to grade or to highest point any area where needed and reinforce beam of home for additional strength; **INSTALL DRIVEN CONCRETE PIERS TO POINT OF REFUSAL; STABILIZE AND SECURE THE FOUNDATION AT A FEASIBLE LEVEL USING THE FOLLOWING NUMBER OF EXTERIOR PIERS** 13; this work to be done at the following location:

Street: 16310 Flint Runway, City Sugarland, State TX and Zip Code _____, Telephone 281-924-3267, Work _____, Cell _____

Any work to be performed beyond the scope of the above statement must be in writing and signed by both parties.

The agreed estimated price for Contractor services is \$ #1950-, pursuant to the proposal provided to Owner when company inspected the property. Owner agrees to pay the agreed price in the following manner:

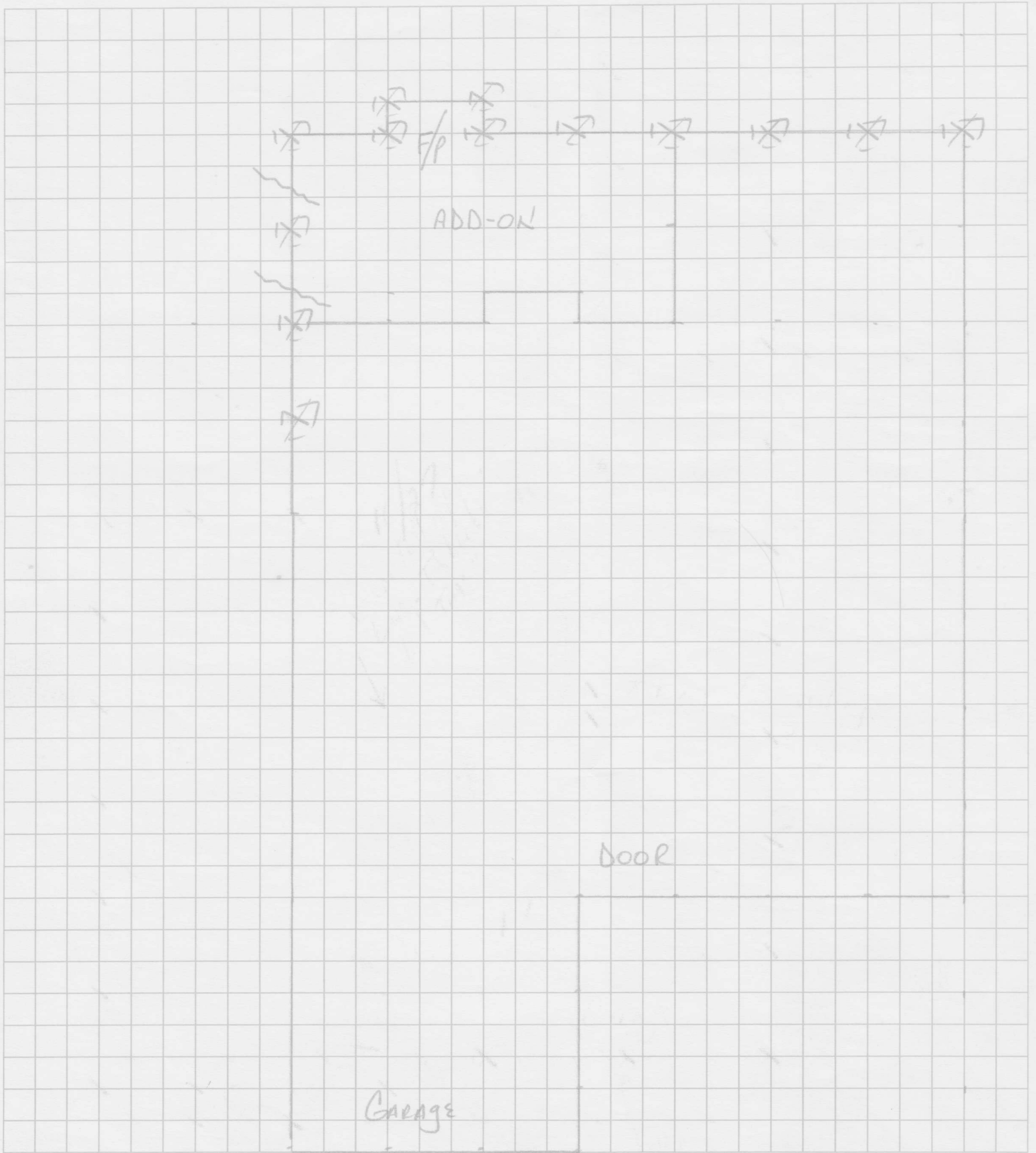
\$ 2 at the time work begins and \$ #1950- upon completion.

CONDITIONS AND TERMS OF THE AGREEMENT

1. Pilings will be installed at the location above described and in the manner specified solely by the Contractor.
2. Pilings will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the piling to support the foundation, or until the pilings encounter rock or other strata capable of supporting the foundation.
3. After the pilings have been installed and are capable to support the structure, a precast concrete cap will be installed and the jacking or raising continued until, in the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.
4. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
5. 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 damage by movement or lack of movement.
6. 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 contract, the Owner represents and warrants that they understand that such items could occur and that the Owner will hold Contractor harmless and indemnify the Contractor if any claims are brought against Contractor relating to such items, and that these damages are the sole responsibility of the Owner.
7. Owner agrees to furnish all necessary water and electricity during times work is being performed.
8. The Contractor 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 damage occurs. If damage occurs due to Contractor negligence, Contractor is obligated to make adequate repairs that make the Owner whole again, not new replacement, nor new construction.
9. Contractor will repair any damage to water and gas lines solely and directly caused by Contractor. Pre-existing plumbing of any kind, deteriorated pipes, and any broken plumbing caused by lifting and leveling of the foundation will not be repaired by Contractor and are the sole responsibility of the Owner.
10. It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, tile, brick and mortar or other rigid materials may very likely crack. Therefore, Contractor 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. It is also understood and agreed that Contractor will temporarily remove plants and shrubs that obstruct the installation area, to the extent reasonably possible, all plants and shrubs will be replanted; however, Contractor does not guarantee their continued survival.

WARRANTY

- a. **ALLIED FOUNDATION ISSUES A LIFETIME TRANSFERRABLE WARRANTY FOR THE PIERS INSTALLED; ANY NECESSARY ADJUSTMENTS WILL BE DONE AT NO COST TO THE HOMEOWNER.** Subject to the below conditions of the warranty. There is no warranty given unless all amounts are paid in full when due and owing. This includes any amounts that may be due and owing under any supplement, addition, or modification of this contract. The lifetime fully transferable warranty is offered by Allied Foundation Specialist and is given as follows:
- b. Regardless of the type of structure, the warranty shall be null and void if:
 - I. THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON THE FOUNDATION, WITHOUT PRIOR WRITTEN APPROVAL OF ALLIED FOUNDATION SPECIALIST;
 - II. IF THE FOUNDATION HAS BEEN CONSTRUCTED OF SUBSTANDARD MATERIAL OR IS OF INADEQUATE STRUCTURAL STRENGTH, CONTRACTOR WILL NOTIFY YOU IF THIS CONDITION EXISTS AS SOON AS PRACTICABLE;
 - III. THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGE TO A SUBSTANTIAL DEGREE WHICH WOULD AFFECT LOADS ON THE FOUNDATION. FLOOD DAMAGE SHALL INCLUDE WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION;
 - IV. THERE IS REPAIR OR WORK DONE TO ANY PIERS ALLIED FOUNDATION SPECIALIST INSTALLED BY ANYONE OTHER THAN ALLIED FOUNDATION SPECIALIST.
 - V. CONTRACTOR DOES NOT WARRANT ANY PART OF THE FOUNDATION NOT ADDRESSED BY CONTRACTOR OR PRESENTS AS NORMAL (LEVEL), OWNER ACCEPTS THOSE PARTS OF THE FOUNDATION AS IS AND CONTRACTOR DOES NOT WARRANT ITS FUTURE VIABILITY.
- c. Any adjustment pursuant to warranty will be made to only the area of the repair outlined by this contract at no expense to the owner of the structure so long as all provisions of the agreement are met. In the event that Allied Foundation Specialist and the owner cannot agree that repairs have been made pursuant to the warranty, the Owner may retain a registered professional civil engineer of Texas engaged solely in the private practice of his profession and is knowledgeable in soils and foundations in the area, and who is acceptable to the contractor and/or Allied Foundation Specialist at the sole expense of the Owner, to act as an arbitrator to effect a binding agreement between the parties.



ALLIED FOUNDATION
 1321 VELMA
 DEER PARK, TX 77536
 OFFICE: 281/479-5247
 FAX: 281/479-0123

NAME Ralph Marchesano
 ADDRESS 16310 Flint Runway
 CITY ZIP Sugarland, TX.
 HOME # 281-924-3267
 WORK # _____
 CELL # _____

NO. OF PIERS 13
 BREAKOUTS 3
 KEY MAP 567 C
 COST OF JOB 1950
 CHECK
 CREDIT CARD

ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

Date: 2/8/16

Recommended Repair Plan: (SEE ADDENDUM A)			
○ Driven Concrete Pier	_____ Exterior <u>8</u> Interior <u>8</u>	_____ Total Piers	
○ Pile Guard Pier	_____ Exterior _____ Interior _____	_____ Total Piers	
○ Concrete Breakouts:	_____		
○ Tunneling:	_____	_____ Linear Feet	
○ Mud Pumping:	_____	_____ Cubic Yards	
○ Hydrostatic Pressure Test:	_____		
○ Previous Work Adjustments:	_____		

Ralph Marchesano

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

Street: 16310 Flint Runway
City, St., Zip: Sugar Land, TX 77498
Work Tel: _____
Home Tel: _____
Cell Phone: 281 - 277 - 2539
Fax: _____
Email: _____

Special Provisions: _____

Allied Foundation Specialist, Inc. ("Allied") enters into this agreement on this 8 day of Feb, 2016 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 \$ 8,920. Owner agrees to pay the agreed price as follows:

\$ _____ at the time work begins and \$ 8,920 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.

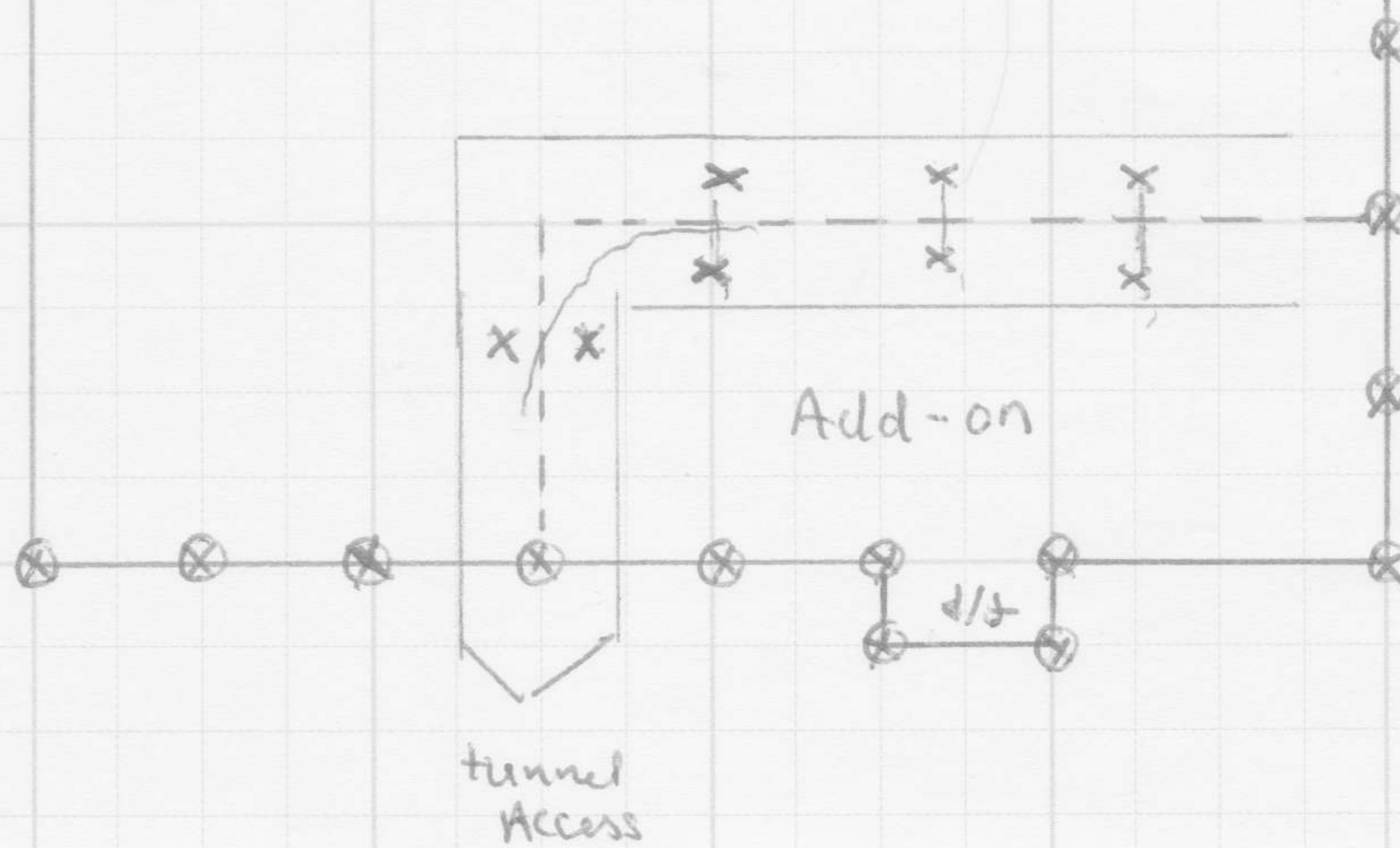
LIMITED LIFETIME WARRANTY

A. ALLIED ISSUES A LIMITED LIFETIME TRANSFERABLE 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.

\$ 7000

2/8/16

Must Use Ibeam to support the piers



original
 10/24/06
 13 *
 28 ft tunnel - \$ 4,620
 8 int - \$ 2,800
 Mud # 1,500

\$ 8,920



1321 Velma • Deer Park, TX 77536
 281/479-5247 • Fax 281/476-4760

NAME RALPH + TERESA MARCHESANO
 ADDRESS 16310 Flint Runway
 CITY ZIP Sugar Land, TX 77498
 HOME # _____
 WORK # _____
 CELL # 281-277-2539

NO. OF PIERS _____
 BREAKOUTS _____
 KEY MAP _____
 COST OF JOB _____
 CHECK
 CREDIT CARD