



2319 McKee St. • Houston, TX 77009

CONTRACT AGREEMENT

STATE OF TEXAS
COUNTY OF HARRIS

This agreement is made and entered into this [] day of [] 20 []

by and between [] of the County of []

and the STATE OF TEXAS, party of the First Part, herein after termed Owner, and **American Services** party of the Second part, herein after termed Contractor.

In exchange for the Owner's promises and agreements described below, the Contractor agrees to do the following:

Underpin and raise or stabilize sections of the foundation by using [] compressed cylinder piles on the foundation of the structure known locally as [] in the city of [] STATE OF TEXAS, zip code [] In accordance with the Specifications, General and Special Conditions and Guarantees attached and made part of this agreement.

SPECIFICATIONS

1. The materials used in the installation shall be 8000 psi (Solid Core) or 5000 psi (Steel Core) @28 day test.
2. Cylinders will be installed at a location and in the manner specified by the Contractor.
3. Cylinders will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the piles to support the foundation, or until the piles encounter rock or other strata capable of supporting the foundation.
4. After the cylinders have been installed and are able to support the structure, a concrete cap block will be installed, then the jacking or raising will begin until, in the sole opinion of the Contractor, further raising will create or worsen damage to the foundation or structure.

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near as its original horizontal position as possible, based on the experience of the Contractor.
2. The stabilization, leveling, or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure, such as cracks in the brick veneer or sheetrock, the closing of doors and windows, and can or may cause or create new damage by movement or lack of movement.
3. While every precaution is taken during the leveling procedure to protect the property, the Contractor has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure sheetrock, bricks, siding, windows, doors, plumbing, electrical wiring, furniture, fixtures, furnishings, or personal property, without regard to when and where said damage may occur.
4. Contractor is not responsible for any variation in color or texture on concrete breakouts and patchwork.
5. If builders and/or drilled piers are discovered after work has begun, and it is necessary to cut them loose from the foundation, a fee of \$50.00 per pier cut may be charged. Owner shall reveal to Contractor any pre-existing foundation conditions that would adversely affect Contractor performing its work.
6. If, after work has begun, it is discovered that the foundation has been constructed of substandard materials or is of inadequate structural strength to properly transfer the load by underpinning, there can and may be an adjustment in the contract price (in writing), reflecting extra necessary work required.
7. The work will meet FHA and VA Requirements.
8. In the event that only exterior piles are installed, Owner shall understand that Contractor does not warrant any settlement in the interior areas of the structure.
9. Contractor will at its best, keep damage to lawn and shrubs at a minimal, but is not liable if damage occurs.
10. Contractor will carry general liability and standard workmen's compensation insurance on employees.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including weather casualty or general unavailability of materials.



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CONTRACT NOTES/CONDITIONS

GUARANTEE

It is the intention of the Contractor to permanently stabilize the settlement of the portion of the foundation covered in this contract within 3/8" settlement from adjusted height, in a 30' span for the life of the structure it supports.

THIS GUARANTEE SHALL BE NULL AND VOID IF:

- A. THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON THE FOUNDATION.
- B. THE STRUCTURE SUFFERS FIRE. FLOOD OR STORM DAMAGE. FLOOD DAMAGE SHALL INCLUDE WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
- C. THE STRUCTURE IS LOCATED ON A FAULT.
- D. UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE OF 20" OR LESS FROM THE FOUNDATION.
- E. THE FOUNDATION IS UNDERMINED (SOIL SLUMPING. EROSION. PLUMBING LEAKS. CREEK BEDS. EXCAVATIONS, ETC).
- F. FINAL BALANCE IS NOT PAID.

If settlement occurs on the portion of the foundation covered by this contract adjustments will be made to the structure so long as all provisions of the contract are met, and that assignment to future owners is timely made. **American Services** will be responsible for any adjustments required as follows.

Inspection rate of \$75.00 per inspection All Warranty work applies to the terms of this contract agreement.

Guarantee applies to the piles installed.

In the event that American Services and the Owner cannot agree that settlement of the foundation has been controlled and effectively adjusted, the Owner may retain a registered professional civil engineer in the State of Texas, who is engaged solely in the private practice of his profession and knowledgeable in soil and foundations in the area, and who is acceptable to American Services, at the sole expense of the Owner, to act as an arbitrator to effect a binding agreement between the parties.

TRANSFERENCE

This agreement is transferable, to one new owner only, by the original owner of this contract if **American Services** is notified in writing within 30 days after the sale of the contract property at a fee of \$200.00. Transference shall be sent to: American Services Warranty Department 9639 Hillcroft, #887, Houston, Texas 77096. If this assignment is not properly and timely made, this guarantee is void.

PAYMENT

Payment of \$

is required to be paid as follows: One half (1/2) upon acceptance, with balance due upon completion. Upon final payment **American Services** will release warranty documentation within 30 days. If balance is not paid within 10 days, daily interest will accrue at a rate of eighteen (18%) per annum from date of such substantial completion. Payment of the contract sum may be secured by a M&M lien under the Hardman Act. Article 5452et, SEQ or any other legal means ,should payment be in default.

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED, CONTRACTOR IS AUTHORIZED TO PERFORM THE WORK.

OWNER DATE

OWNER DATE

CONTRACTOR DATE