

ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

Date: Karyn Edwards / Remax
 Owner or agent authorized to contract on behalf of owner ("Owner")
 Address of Owner:
 Street: 2726 Virginia Colony
 City, St., Zip: Webster TX
 Work Tel: _____
 Home Tel: _____
 Cell Phone: 281-788-4263
 Fax: _____
 Email: _____

| Recommended Repair Plan: (SEE ADDENDUM A) | | | |
|---|-------------------------------|-----------|-------------|
| <input checked="" type="checkbox"/> | Driven Concrete Pier | <u>26</u> | Total Piers |
| | Exterior _____ Interior _____ | | |
| <input type="checkbox"/> | Pile Guard Pier | | Total Piers |
| | Exterior _____ Interior _____ | | |
| <input type="checkbox"/> | Concrete Breakouts: | | |
| <input type="checkbox"/> | Tunneling: | | Linear Feet |
| <input type="checkbox"/> | Mud Pumping: | | Cubic Yards |
| <input type="checkbox"/> | Hydrostatic Pressure Test: | | |
| <input type="checkbox"/> | Previous Work Adjustments: | | |

Special Provisions: _____

Allied Foundation Specialist, Inc. ("Allied") enters into this agreement on this _____ day of _____, 201____ 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: 2726 Virginia Colony Webster (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 \$ 5200-. Owner agrees to pay the agreed price as follows:

\$ 0 at the time work begins and \$ 5200- 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.

Phelix / owner

832-722-3010

leave a message, he
will call back

COAT
ATM

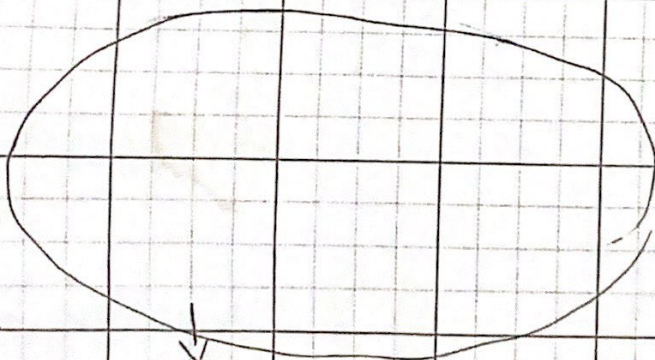
POWER ✓
WATER ✓

7/19

TUE

JACOB

EDWARD
6 buys
9 ATM



Package

listed By



NAME Barry Edwards / Romay
ADDRESS 2726 Virginia Colony
CITY ZIP Webster 77598
HOME # _____
WORK # 281-788-4263
CELL # _____
EMAIL _____

NO. OF PIERS 26 Piers
BREAKOUTS _____
KEY MAP _____
COST OF JOB \$5,200⁰⁰
CHECK

36 Luella Ave. • Deer Park, TX 77536
281/479-5247 • Fax 281/476-4760

Allied Foundation Specialists Inc.

Lifetime Service Agreement

Date 07-19-2016

Allied Foundation Specialists has installed: (26) Exterior Driven Concrete Piers and/or (N/A) Interior Driven Concrete Piers.

Address: 2726 Virginia colony webster TX. 77598

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

281-476-4760 Fax

www.crackedslab.com