

## Foundation Repair of Texas HOUSTON SERVICE CENTER

3815 Hollister Road, Houston, TX. 77080

Direct Notices & Payments to: P.O. Box 202383, Arlington, TX 76006-6635

Toll-Free: 877-840-9993 Fax: 214-637-0440

**Date:** 10/8/2019 **Evaluator:** Lonnie Parker 281-435-6065 lonnie.parker@permapier.com

Perma-Pier Foundation Repair of Texas (the "Contractor") and Anna Laurel Staskus (the "Customer/Owner") agree that the Contractor will furnish labor, equipment, and materials to perform the following described work to the building or structure located at:

1930 Shadowdale Dr Houston TX 77043 361-648-3966 annalaurel@live.com  
Street Address City State ZIP Phone Number Email Address

**Year Built:** 1968 *Mailing address (if different from above):* \_\_\_\_\_

Other contact information (Agent, Property manager, etc.): \_\_\_\_\_

Qty.	DESCRIPTION OF WORK:
7	Concrete Pressed Pilings. The pilings consist of stacked 6"x12" cylinders and driven into the ground using a specialized hydraulic press. The pilings are pushed to a point of refusal or 45,000 lbs of force, whichever comes first.
2	Exterior Concrete Breakouts-Will be repoured using a like material but a match of color/finish should not be expected and not guaranteed. Customer agrees to let concrete stand and dry before walking on, covering or touching. See Warranty info.

OTHER / MISCELLANEOUS / PIER & BEAM INFO

Retail price of this repair is \$3,650.00. Manager approved discount brings price down to \$3,300.00 if scheduled by 10/11/2019.

**Full Payment is due and payable upon completion of work described above. We will charge the balance on the same card or e-check used for the down payment unless instructed otherwise prior to completion of work.**

**TOTAL: \$ 3,300.00    Down Payment: \$ 1,650.00    Due upon Completion of Above Work: \$ 1,650.00**

*Pricing above does not include cosmetic repairs, plumbing repairs, plant reimbursement, door adjustments, framing adjustments, or tile/flooring/decking replacement unless specified in writing elsewhere in this agreement.*

**CANCELLATIONS:** In the event work is cancelled for any reason, any 3rd party fee(s) already paid on the Customer's behalf (Engineering report, City permit, Fees, Texas 811, etc.,) or plumbing tests already performed, plus a \$150 processing/administrative fee are not refundable.

**REPORTS INCLUDED:**

<u>3rd PARTY ENGINEERING REPORT</u> <i>(Rush service - add \$50)</i>	<u>PLUMBING REPORT</u> <i>(Does NOT Include Location or Installation of Dual-directional Cleanout, Leak Locate, or Repairs)</i>
Slab / Pier & Beam: Initial + Final Documentation Review (\$500 - included in project cost) *** No Site Visit Included *** [Non-refundable]	Fresh Water Pressure and Sanitary Systems Hydrostatic test - Post Test Only \$300 (Included in the project cost.) Does NOT Include Locating or Installation of Dual-Directional Cleanout(s) or plumbing repairs (if needed)
<b>YOUR PROOF OF WARRANTY IS: THIS ENTIRE SIGNED AGREEMENT, A PASSING PLUMBING TEST, AND A FULLY PAID INVOICE</b>	<b>NOTE:</b> A Passing Post-Repair Plumbing Test is required on ALL foundation repair jobs to establish the warranty. Testing to be completed after invoice is paid in full. To perform plumbing tests at slab level, a dual-directional cleanout must exist. If one does not exist, Black Tie Plumbing, or any plumbing company of your choice with a State of Texas board-approved Master Plumber, may be hired for any additional plumbing work not included in this contract such as locating and/or installing a dual-directional cleanout, performing a leak locate, plumbing leak repair, etc.

**Alternate Repair Plan Was Declined** (check one):  Yes  No  N/A (If left unchecked, N/A will be the default)

**This agreement provides our reasonable professional foundation recommendations as of: 10/8/2019 and does not take into consideration any changes in the condition of the foundation or supporting soils after that date.**

**NOTE: This bid may be amended or withdrawn by Perma-Pier Foundation Repair if not accepted by: 10/24/2019**

**CHANGE ORDER:** Any alteration or deviation from the described scope of work involving extra costs will be executed only upon a written Change Order and will become an extra charge over and above the contracted amount, and must be signed and approved by both Contractor and Customer.

- ✓ All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for the work.
- ✓ All work shall be completed in a manner consistent with commonly accepted industry standards.

**Any amendments or modifications to this agreement must be in writing and must be approved by signatures from both parties to be valid.**

*The Customer's / Responsible Party's Signature Below Authorizes the Work listed above and Acknowledges the Understanding, Awareness, and Acceptance of All Payment Requirements, Terms, Conditions, and Provisions Found in this Contract.*

X

Signature - Customer(s) - (Responsible Party)	Date	Lonnie Parker 281-435-6065 lonnie.parker@permapier.com Perma-Pier Foundation Repair of Texas Representative	10/8/2019 Date
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## WARRANTY INFORMATION

Lifetime Transferable Warranty on Newly Installed Pressed Concrete Piling System (Covers settlement only on existing work.) The future performance of this foundation including future movement and/or the need for additional pilings cannot be predicted due to variables out of the control of the contractor. Upward movement (heave) is not warranted.

Concrete warranted for one (1) year from installation. Contractor will correct cracks exceeding 1/4" wide. Minor shrinkage is common and should be expected. Disintegration caused by salts, chemicals, etc. not warranted. Perma-Pier not responsible for pulling up flooring materials and is not responsible for any repairing or replacing exterior floor tiles, bricks, flooring, decking, etc. or for broken post-tension cables. Expect a large amount of dust & debris by cutting through concrete: Customer acknowledges that Perma-Pier is not responsible for damages or distress caused by debris/dust or for cleaning when done.

## TERMS AND CONDITIONS

### 1. GENERAL CONDITIONS

**A)** The work performed under this contract is designed to improve foundation performance by mitigating future *downward* movement of the foundation to the extent possible. It is not intended to absolutely level the foundation, which is not to be expected. The house will be lifted until, in the sole opinion of the Contractor at the time of the lift, further raising may result in added cosmetic, structural, or plumbing stress and/or damage. Due to new discoveries and/or conditions outside the contractor's control, exact pier and/or tunnel locations may vary from site map and repair method may change at no additional cost. More or less work may be needed once the work has begun or after completion based on better visibility, new discoveries, or on the performance of this repair plan. *NOTES: A responsible party needs to be on site during the repair. | Adverse weather and unforeseen equipment issues are beyond Contractor's control and may delay or extend work dates or disrupt the schedule and will not be considered a contract breach.*

**B)** Contractor has no obligation to repair or replace any damage whether it is exposed, concealed, or buried to the foundation or the structure, including but not limited to: plumbing, roofing, flooring, doors, windows, irrigation, vegetation, landscaping, hardscaping, lighting, unmarked utilities, A/C system, fixtures, interior/exterior furnishings or personal property, caulking or tile separation, mortar cracks, warping floors, fascia board separation, wood or other decks, or to spas without regard to when or where said issue occurs. This includes residual structural or cosmetic damage or costs resulting from foundation lifting, stabilizing, adjusting, and/or mudjacking. *NOTE: Moving the foundation can and may cause building materials above or attached to the foundation to move, stress, crack, wrinkle, separate, misalign, and/or break.*

**C)** Contractor is not responsible for repairing pre-existing plumbing issues, deteriorated pipes, or new plumbing issues caused by foundation movement or repair *before, during, or after lifting*, stabilizing, and/or mudjacking. There is no way to predict if a house will be affected.

**D)** Contractor is not responsible for the adversity caused by, or the removal of, any type of creature(s) occupying holes, tunnels, or crawlspaces.

**E)** Contractor will cut back or remove plants at the point of installation but does not guarantee their replanting, alignment, or survival. *We strongly urge you to have bushes and shrubs moved prior to foundation work.* Contractor does not reimburse for damaged or dead plants.

**F)** Prior To Work Beginning, customer agrees to clear the work areas to avoid damage and to allow the best possible access. This includes interior and exterior items such as soaker hoses, decorative items, shrubs, furniture, trellises, pots, planters, pavers, ground lighting, hanging lighting, plants, etc.

**G)** Customer shall supply Contractor with water and electricity at owner's expense. Contractor must have access to the breaker box at all times and must enter the property prior to lift and at the time lifting is being performed. Job delays or rescheduling may occur without interior access.

**H)** Contractor will submit the request for the underground line/utility check (Texas 811) as needed. Contractor has no control over the Texas Underground Facility Notification Corporation, their personnel, their actions, or their scheduling.

**I)** Any work that is performed by a third party related to the described work will not be reimbursed without prior authorization.

**J)** Customer agrees not to interfere with or permit others to interfere with, hinder, or stop completion of Contractor's work unless specified elsewhere.

**K) ♦** Customer agrees to exercise extreme caution in and around all work areas to prevent injuries. Serious hazards may be present.

### 2. DISCOVERY CLAUSES

*[Conditions below Require A Change Order to continue the foundation work. See "CHANGE ORDER" on first page.]*

**Pier Depth:** Any depth beyond 30 feet on steel piers will incur additional charges in the amount of \$10.00 per foot over 30 feet.

**Existing Piers:** Discovery of previous foundation repair piers or builder piers will incur additional charges per pier to disable: \$250 ea.-up to 12" diameter; \$500 ea.-12" to 24" diameter; \$750 ea.-24" to 36" diameter. Steel piers w/bracket bolted onto the foundation, \$250 ea.

**Soil Conditions:** Any unexpected rock formations, high density clay, or excessive roots that keep us from performing our standard duties will incur additional charges at \$150/linear ft. of tunnel.

**Non-Standard Foundation:** Discovery that there are no reinforced grade beams, or the slab is constructed of substandard thickness or materials that lacks the structural strength necessary to properly transfer the load imposed by the underpinning.

**Post-Tension Cable Repairs:** If cut or are found broken, the Contractor can arrange to have repaired at approximately \$900 per cable *payable in advance*.

**Added Angle Iron / I Beam:** If added materials are required, this will incur an additional charge of \$150 per pier.

**Tunnel:** If tunnels are not safe unless shored due to loose soils, or are deeper than 36" from slab, this will incur an additional charge of \$50/ft. of tunnel.

**Shoring:** Beams deeper than 36" from grade incur a charge of \$50/ft., and an additional charge of \$250 each location for shoring material and labor.

**Shallow Water Table:** Contractor discovers that there is an unusually shallow water table which prohibits work or changes our work scope.

**X**

Signature - Customer(s) - (Responsible Party)

Date

Lonnie Parker 281-435-6065 lonnie.parker@permapier.com

10/8/2019

Perma-Pier Foundation Repair of Texas Representative

Date

### 3. WARRANTIES

The LIFETIME WARRANTY applies to all installed pressed pilings and is activated upon receipt of payment in full and a passing plumbing test. It is Perma-Pier's intention to stabilize the DOWNWARD MOVEMENT (settling) only of the foundation in the area(s) covered by this contract to acceptable criteria set by the Texas Section American Society of Civil Engineers and by the Foundation Performance Association, which is one (1) part in two hundred forty (240) parts for the life of the structure that it supports (or approximately 1" per 20' span.) The warranty applies ONLY to the work performed by the Contractor as specifically noted in the "WARRANTY INFORMATION" section. Areas where no work was performed are *not* covered under warranty. The Company also provides a separate one (1) year warranty for pier and beam understructure shimming unless specified otherwise.

NOTE: This signed contract, a passing plumbing test no more than a year old, and a paid invoice is your PROOF OF WARRANTY.

#### A) WARRANTY BECOMES NULL AND VOID UNDER THE FOLLOWING CONDITIONS:

- Full payment is not made within 30 days of completion of work described in "DESCRIPTION OF WORK" unless otherwise specified in the contract.
- Post-Repair Plumbing Tests are not performed, or if Tests Fail and repairs are not made within 90 days. (Applies to all pier related jobs)  
*Locating and/or installation of dual-directional cleanout(s) by a licensed plumber at customer's expense may be required to test plumbing.*
- The foundation is undermined (e.g., unaddressed plumbing leaks, structure is sited on a fault, soil slumping, soil erosion, excavations, etc.)
- Additional story is added to the structure, or changes of a similar scope are made when such changes would affect loads on the foundation, without the prior written approval of Contractor.
- The structure or parts of the structure is/are fully or partially dismantled, razed, or demolished, and/or if installed foundation repair components are altered, removed, demolished, modified, damaged, or adjusted by any party other than Perma-Pier Foundation Repair.
- Any accidental or intentional damage, fire, earthquake, flood (including plumbing leaks), windstorm, tornado, hurricane, or other acts of nature.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their maximum depth.
- Contractor is not allowed the first opportunity to inspect and adjust foundation work installed by Perma-Pier.

#### B) TRANSFER OF WARRANTY

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners shall be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and *with the procedures in effect at the time of transfer* upon receipt of payment of the transfer fee *current at the time of transfer*, and documentation of a passing plumbing test by a state licensed plumber current within the past year. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

NOTE: To reinstate a lapsed warranty, a passing plumbing test no more than a year old and an additional warranty reinstatement fee is required.

#### C) TERMINATION OF WARRANTY

The Contractor may terminate this warranty at any time by paying the current owner an amount equal to the total payments made under the original contract (less 3rd party fees and/or processing fees already paid,) or another mutually agreed amount.

### 4. DISCLAIMER OF ADDITIONAL WARRANTIES

Except for the express limited warranties set forth herein, contractor SPECIFICALLY DISCLAIMS any warranty, guarantee, representation, oral or written, expressed or implied, past, present or future, of, as to, or concerning any of the following: (A) the habitability, merchantability, quality, and fitness for a particular purpose of the property and improvements where the project site is located as now existing or after completion of the work; (B) the manner or quality of the work and the construction of any improvements to the property being in a good and workmanlike manner or otherwise.

### 5. DISPUTE RESOLUTION

A) Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If dispute is not resolved through mediation, the method of binding dispute resolution shall be arbitration. Parties shall share the mediator's fee equally. B) Arbitration: In the event mediation is not successful, all claims, disputes or other matters in question that are not resolved within 10 days following mediation of such claim, dispute or other matter in question shall be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association (AAA); provided, however, that the arbitration hearing shall take place on a fast-track basis, not more than 90 days following delivery by either party of written demand for arbitration to the AAA. Arbitration shall be heard and determined by a single neutral arbitrator to be mutually selected and appointed by the disputing parties within 14 days of the date any party makes a written demand for arbitration. If the parties cannot mutually select and agree on an arbitrator, a neutral third party such as the local office of the AAA, a local court shall be utilized to select and appoint an arbitrator. The seat of the arbitration and the place of issuance of the final award shall be either Dallas County or Tarrant County, Texas.

WAIVER OF JURY TRIAL - to the maximum extent permitted by law, the owner and contractor each irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to any of the provisions of this agreement or any document delivered in connection with this agreement or the transactions contemplated thereby, whether now existing or arising hereafter. The owner and contractor each agrees and consents that either party may file an original counterpart or copy of this agreement with any court as written evidence of the consent of the parties to the waiver of their right to trial by jury.

### 6. NOTICES

Direct notices and/or payments to: Perma-Pier Foundation Repair of Texas, P.O. Box 202383, Arlington, Texas 76006-6635

### 7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party to this Agreement shall be liable to the other party for any consequential, indirect, special or incidental damages, under any provisions of this Agreement. This mutual waiver is applicable, without limitation, to all consequential, indirect, penal, punitive, special or incidental damages arising out of or related to this agreement, including but not limited to the termination of this Agreement by either the Owner or Contractor.

**This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right 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 that defect has not been corrected through normal warranty service, you must provide notice to the contractor required by Chapter 27 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 or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect in reasonable detail. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.**

**X**

Signature - Customer(s) - (Responsible Party)

Date

Lonnie Parker 281-435-6065 lonnie.parker@permapier.com  
Perma-Pier Foundation Repair of Texas Representative

10/8/2019

Date



Foundation Repair of Texas

HOUSTON SERVICE CENTER

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Toll-Free: 877-840-9993 Fax: 214-637-0440

# PLUMBING TEST ADDENDUM

10/8/2019

Date

Job Number

Anna Laurel Staskus

Customer Name(s)

1930 Shadowdale Dr

Street Address

Houston

City

77043

ZIP Code



Black Tie Plumbing  
Toll Free: 888-973-3981  
Phone: 682-218-5777  
Fax: 682-218-5716  
1205 W. Carrier Pkwy, Ste 205  
Grand Prairie, TX 75050

Texas State Board of Plumbing Examiners: PO Box 4200 Austin, TX 78765-4200  
Physical Address: 929 East 41<sup>st</sup> Street Austin, TX 78751 Phone: (512) 936-5200  
Richard Tenpenny M-36100

A Post-Repair Plumbing Test on both the fresh water and sewer systems is Required on ALL Pier/Piling Related Jobs. When a plumbing test is included in the contract, we will arrange for Black Tie Plumbing to perform a post-foundation repair plumbing test for the property once all completed job paperwork is received in the main office. This testing consists of a **Domestic Water Pressure Test** along with a **Sewer Hydrostatic Test** at slab level. A passing plumbing test assures both you and Perma-Pier Foundation Repair that there is no leaking water under the foundation that could add moisture to the soils supporting the foundation which can compromise your foundation.

In our experience of over 25,000 successful jobs, only about one third of structures that need or have foundation repair also have an existing, or may develop, a plumbing leak. A pre-existing plumbing leak can actually be the reason foundation problems occurred in the first place. Plumbing pipes run under and through the foundation. Movement of the supporting soils makes foundation repairs necessary and may cause pipes to become compromised. These leaks typically lead to unequal moisture in the soils supporting the structure and can undermine your foundation. Swelling of the soil caused by too much moisture due to unaddressed plumbing leaks could potentially void any company's warranty.

**Please note that your foundation work is warranted, and a recent (within the past year) passing plumbing test is required for future work done under warranty or to transfer the warranty in case the property is sold.**

In order to perform the post-repair domestic water pressure test, **we will need access to a hose faucet utilizing the supplied city pressure.** The sewer hydrostatic test is performed by using the **cleanout**. If a cleanout is not easily found, you may have one but it may be hidden by mulch, groundcover, dirt, gravel, etc. and Black Tie Plumbing can try to locate it, if you wish, for \$150.00. **If a cleanout does not exist, or if the cleanout is not directed toward the house, installation of a dual-directional (two-way) cleanout is recommended** and can be installed by Black Tie Plumbing for approximately \$750 - \$950, depending on the depth of the main line. If there are any obstructions, (roots, trees, concrete, gravel, etc.) or if the main sewer pipe is unusually deep, additional charges may apply.

In the event that the plumbing test fails, Black Tie Plumbing may be hired to perform a leak locate and subsequent repair(s). Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. It is the customer's financial responsibility to repair plumbing leaks.

Should the dual-directional cleanout require locating and/or installing, or if plumbing repairs are needed, we recommend you use our partner company, Black Tie Plumbing, for this because foundation plumbing is their specialty. You may also use any State of Texas board-approved Master Plumber to either locate and/or install a dual-directional cleanout, perform repairs, or to perform post-repair plumbing tests. If you elect to use a licensed plumber other than Black Tie Plumbing for any repairs, please have them also perform the appropriate test(s) after repairs. Black Tie Plumbing will not certify another plumber's repairs. Perma-Pier will need a copy of the passing plumbing test once it's completed to maintain your warranty. Please note that if additional plumbing repairs are made, all inspections, permits, and codes are to be followed in accordance with state and local statutes.

*The Customer(s)/Responsible Party's Signature Below Acknowledges their Awareness of and Acceptance of All Perma-Pier post-repair plumbing requirements.*

X

Signature - Customer(s) - (Responsible Party)

Date



## **IMPORTANT DISCLOSURES**

**Perma-Pier has successfully completed over 25,000 jobs and it is our commitment to be transparent and ensure customer satisfaction on every foundation repair project. Here are a few notable points:**

### **WHAT TO EXPECT AFTER YOUR FOUNDATION REPAIR**

Absolute leveling of your structure is not to be anticipated. Perfection is not attainable by remedial measures. When a foundation is lifted, stabilized or moved, it is impossible to say exactly where additional issues may occur. This may result in the formation of new cosmetic cracks or in varying length and width of existing interior/exterior cracks, etc. Proper soil moisture should be maintained. Future changes in the soil moisture beneath this structure either from natural or manmade events, soil movement, site drainage, plumbing leaks, or other items may cause foundation movements, thus affecting the performance of the foundation. Because the structure has endured foundation movement and framing distress, residual differential elevation and perceptible floor slope or some leaning door frames/windows or other re-occurring damages and noticeable issues may remain following the foundation repairs. Most cracks are normal for a structure in Texas as are interior doors moving slightly and sticking as a result of humidity changes or minor movement in the framing system. Periodic repair of this type should be considered a normal item (cosmetic) and not a structural failure.

Due to the mechanical nature of a foundation repair, unpredictable damage may happen to peripheral items, which are the homeowner's sole responsibility. For instance, exterior or interior brick may show new stress and crack; doors, windows, or attached exterior gates may fit differently; ductwork and stiffer flooring materials may not flex when the foundation moves and may crack or separate; interior cosmetic cracks may or may not be remedied and new cracks may occur. You may hear creaking as the foundation settles into its new position.

If doors and windows were square to the foundation when it was not level, they may not fit the same after we adjust the foundation. We do not reset doors or guarantee that they will be aligned after a lift. Also, the natural expansion and contraction of wood can periodically cause doors to stick. You may wish to hire a carpenter to re-hang or shave the doors if you would like them to be square. Also, when we dig to install piers, it will loosen the dirt. We will pack it back down after the lift, but sink holes may still develop. This doesn't harm the foundation, but please call our warranty department and we will have a crew fill those in for you.

*Please keep in mind that your house has been slowly settling over a period of years, and we adjust it in a matter of hours.* Concrete can bend if pressure is applied slowly over a long time period. Concrete will often develop a "stress memory" over the years that won't allow a slab to return to its original shape. It's possible all the components of your home will move equally and no damage will occur. It's also possible that sheetrock, brick, and other finishes and fixtures may show some new stress during and after a foundation repair as they adjust to their new levels.

After your foundation is lifted or stabilized, we encourage you to patch all exterior surfaces right away to prevent insect, water, and air penetrations (Perma-Pier does not repair grout work.) For other repairs, we typically recommend you wait 60-180 days (depends on the amount of work done) after we complete the foundation work before beginning any repairs on your home (including sheet rock repair, cracks in walls, interior brickwork, windows, doors, room additions, remodeling, paint, flooring, etc.) It will take at least this long for interior materials to relax into the new positions created by foundation movement. If interior pier work was done, we recommend you wait 72 hours before replacing any type of flooring (carpet, tile, wood, laminate, etc.) on top of the concrete patch. To assure a smooth surface, please keep people and pets from walking on the affected area; we do not cover post-installation damage.

### **PLANTS AND SHRUBS**

We will remove or cut back plants if they are in the way but do not expect them to live because of the strain that is put on them. We do not specialize in landscaping. **WE DO NOT GUARANTEE PLANT REPLACEMENT, ALIGNMENT, OR SURVIVAL AFTER REMOVAL.** Before foundation work starts, plan on removing the plants and shrubs that are in the work area. ► If your plants are well established or are significant to you, **we strongly recommend you have them removed and replanted by a lawn & garden professional to help them survive.** Grass and smaller plants are not moved and may not survive the traffic associated with the remedial construction activity of a foundation repair.

### **UNDERGROUND PLUMBING**

If your foundation has heaved or settled, your plumbing may already have been affected. The normal process of stabilizing your foundation can place additional stress on your plumbing. As the foundation is raised, the plumbing remains firmly embedded in the ground and pipes can be compromised when your house is lifted back towards its original position. This means your plumbing system may require repairs as well. While the majority of foundation repairs result in no plumbing issues, approximately 33% of all foundation repairs will need additional plumbing repair. Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. Perma-Pier has partnered with Black Tie Plumbing with a Responsible Master Plumber who specializes in foundation repair plumbing issues. You may also use any other State of Texas board-approved plumber in the event that repairs are needed.

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*I/We have read and understand all the information provided above:*

**X**

**Signature - Customer(s) - (Responsible Party)**

**Date**

Lonnie Parker 281-435-6065 lonnie.parker@permapier.com  
Perma-Pier Foundation Repair of Texas Representative

10/8/2019  
Date

## **CUSTOMER RESPONSIBILITY PROVISIONS**

- \_\_\_ Please clear the areas where work is to be performed to allow good access and to avoid damage to personal items.
- \_\_\_ Someone needs to be home at the time of the lift as we need inside access to verify readings and for final walk-through.
- \_\_\_ Be aware that foundation work may lead to other items needing repair which are the customer's sole responsibility.
- \_\_\_ This bid does not include any cosmetic repairs, painting, caulking, mortar repair, door or window adjustments, etc.
- \_\_\_ Doors and windows may fit differently after the repair than they did before the foundation was repositioned.
- \_\_\_ Lifting <sup>and</sup>/<sub>or</sub> Stabilizing may cause stress to sheetrock and new cosmetic cracks will likely occur during & after work.
- \_\_\_ Wallpaper, plaster, sheetrock, flooring, roofing, wiring, or other items may warp, separate, wrinkle, crack, or break.
- \_\_\_ Countertops, cabinets, doors & windows that were level before the foundation repair may need to be releveled.
- \_\_\_ Stiffer flooring material and tiles are vulnerable to cracking or separation during a foundation repair.
- \_\_\_ There is the potential for damage to unmarked underground water pipes, sprinklers, gas pipes, cable, <sup>and</sup>/<sub>or</sub> electrical wiring.
- \_\_\_ Seasonal foundation movement is to be expected in Texas and cosmetic cracks may appear from time to time.
- \_\_\_ Exterior/Interior brick and mortar cracks & expansion joints may or may not completely close and new cracks may appear.
- \_\_\_ If subflooring is to be removed or replaced, the customer is responsible for removing all items sitting on the floor.
- \_\_\_ Underground plumbing may be affected and require repair after foundation lifting, mudjacking, <sup>and</sup>/<sub>or</sub> stabilization.
- \_\_\_ Plumbing leaks that occur before, during, or after any foundation work are *not covered* under this contract.
- \_\_\_ Customer is to remove furniture, carpet, flooring, and/or decking if we have to go through it to make repairs.
- \_\_\_ Carpet, flooring, or decking may have to be pulled back or removed, but we do not replace, repair, or reinstall it.
- \_\_\_ There will be a large amount of dust when making concrete breakouts and customer is responsible for house cleaning.
- \_\_\_ With Pier & Beam work, we cannot guarantee that all issues are discovered due to the lack of visibility <sup>and</sup>/<sub>or</sub> access.
- \_\_\_ There is the potential for some damage to ducting in crawlspaces.

**\_\_\_ Plants, bushes, trees, vegetation, etc. that we have to cut back and/or move out of the way will be distressed and will probably not survive. Please contact a landscaper or gardener to have them professionally moved before foundation work begins. Perma-Pier does not reimburse or replace plants that wither, shrivel, die, or are destroyed as a result of foundation repair and associated activities such as moving plants, digging, equipment traffic, foot traffic, etc.**

*I/We have read and understand all the information provided above:*

**X**

Signature – Owner/s (Responsible party)

**PermaPier**

Date

**HOUSTON SERVICE CENTER**  
3815 Hollister Road, Houston, TX. 77080  
Direct Notices & Payments to: P.O. Box 202383, Arlington, TX 76006-6635  
Toll-Free: 877-840-9993 Fax: 214-637-0440

## SERVICES DUE

This contract sets forth and constitutes the entire agreement and understanding between the parties regarding the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement. Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.

(Any additional promised services are to be entered immediately below. If no further services are due, enter "NONE")

NONE

With the exception of the Description of Work and services listed on the first page, the optional Customer Care Service Plan (if accepted), and any other services written immediately above, the Customer acknowledges that there is:

### Nothing Else Promised / Nothing Else Owed

**X**

Signature – Customer / Responsible Party

Date

**Anna Laurel Staskus**

Contracted Party - printed name

**1930 Shadowdale Dr**

Street Address

**Houston**

City

**77043**

ZIP

**Lonnie Parker 281-435-6065 lonnie.parker@permapier.com**

Perma-Pier Foundation Repair of Texas Representative

**10/8/2019**

Date

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