

# ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

A Sample Warranty is attached hereto as Addendum B. THE WARRANTY IS SUBJECT TO THE CONDITIONS AND LIMITATIONS CONTAINED THEREIN. 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 shall be null and void under any of the following conditions:

- I. IF THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGES 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.**
- II. IF THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON THE FOUNDATION OR ALTER ACCESS TO LOCATIONS OF ORIGINAL PIER INSTALLATION, WITHOUT PRIOR WRITTEN APPROVAL OF ALLIED.
- III. IF THE FOUNDATION HAS BEEN CONSTRUCTED OF SUBSTANDARD MATERIAL OR IS OF INADEQUATE STRUCTURAL STRENGTH TO PROPERLY TRANSFER THE LOAD IMPOSED BY UNDERPINNING, THERE CAN AND MAY BE AN ADJUSTMENT IN THE CONTRACT PRICE AND/OR WARRANTY, ALLIED WILL NOTIFY OWNER IF THIS CONDITION EXISTS AS SOON AS PRACTICABLE.
- IV. IF THERE IS REPAIR OR WORK DONE TO ANY PIERS ALLIED INSTALLED BY ANYONE OTHER THAN ALLIED.
- V. THERE IS NO WARRANTY FOR ANY PART OF THE FOUNDATION WHERE PIERS HAVE NOT BEEN INSTALLED BY ALLIED.

B. ALLIED DOES NOT WARRANT ANY PART OF THE FOUNDATION NOT ADDRESSED BY ALLIED OR PRESENTS AS NORMAL (LEVEL), OWNER ACCEPTS THOSE PARTS OF THE FOUNDATION AS IS AND ALLIED DOES NOT WARRANT ITS FUTURE VIABILITY. **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. There is no warranty on mud pumping/void filling. There is no warranty on tunneling.

C. MOLD, LEAD OR OTHER CONTAMINANTS

Allied and Owner expressly agree that Allied and its employees, officers, directors, shareholders, affiliates, and agents shall not be liable for damages or costs of any type and Owner shall hold harmless and indemnify Allied from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic containment including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any ways as a result of the services provided and work performed.

Allied is not responsible for water intrusion from patched concrete or any portion of the slab. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Allied does not seal such patches.

D. CHANGES AND CHANGE ORDERS

Allied may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the scope of work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require Owner and Allied to first sign a written Change Order that will become part of this agreement. Any Change Order must be clear in Scope and specify any additional payment that may be required. Following discovery of previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Allied may immediately ask for a Change Order or discontinue installations and terminate this Agreement without further obligations to you. If Owner does not agree to the changes and costs outlined in the Change Order, Allied may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and Warranty shall be void. If an Engineer or third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

E. LIMITS OF LIABILITY

Owner agrees, to the fullest extent permitted by law, that Allied's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Allied on this project. Such claims and causes include, but are not limited to negligence, strict liability, and breach of contract or warranty. Allied shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Allied's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in this agreement. If it is determined that damage was caused by Allied's negligence, Allied's liability is limited to making adequate repairs. Allied shall not be liable for the cost of new replacement or new construction. Both Owner and Allied hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Allied or authorized services provider to this agreement. To the extent Owner's state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION

In the event that Allied and the Owner cannot agree that the settlement has been controlled in the portion of the foundation underpinned by Allied Foundation, the Owner may retain a mutually agreed upon registered professional Engineer of Texas, engaged solely in the private practice of his profession, at the sole expense of the owner to act as mediator to attempt to resolve any disagreement. Notwithstanding any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement and warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.

This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this agreement. If you have a complaint concerning a construction defect arising from the performance of this agreement and that defect has not been corrected through existing warranty service, you must provide notice regarding the defect to Allied by certified mail, not later than the 60<sup>th</sup> day before the date you file suit in a court of law. If requested by Allied, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004 of the Texas Property Code.

CANCELLATION

OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO ALLIED BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT.

This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to Harris County as jurisdiction.

Owner also promises to pay court costs and other costs and attorney's fees if this contract is placed in the hands of an attorney to collect or enforce the terms of the contract. Owner will pay Allied these expenses on demand at the place for payment or such a place designated. These expenses will become part of this contract and enforceable as such.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THAT YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN, THAT THEY ARE SATISFACTORY, AND THAT YOU AUTHORIZE ALLIED TO PERFORM WORK AS SPECIFIED IN THIS AGREEMENT. This agreement contains all the terms and conditions agreed upon by the parties and no other representations, warranties, or agreements expressed or implied, shall vary the terms of this agreement and may not be changed expect by an instrument in writing and signed by both parties.

IT IS SO AGREED,

Owner (Printed name): Jesus Pacheco

Signature: [Signature]

Date Signed: 06/09/2017

Agent for Allied Foundation Specialists, Inc.

Name: Wig Casillo

Title: Sales

Signature: [Signature]

# ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

Date: 6-9-2017

**Recommended Repair Plan: (SEE ADDENDUM A)**

- o Driven Concrete Pier  

<u>41</u> Exterior	<u>22</u> Interior	<u>63</u> Total Piers
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- o Pile Guard Pier  

___ Exterior	___ Interior	___ Total Piers
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- o Concrete Breakouts: \_\_\_\_\_
- o Tunneling: \_\_\_\_\_ Linear Feet
- o Mud Pumping: \_\_\_\_\_ Cubic Yards
- o Hydrostatic Pressure Test: \_\_\_\_\_
- o Previous Work Adjustments: \_\_\_\_\_

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

Street: Broadmead.  
City, St., Zip: Swth 028  
Work Tel: \_\_\_\_\_  
Home Tel: \_\_\_\_\_  
Cell Phone: 932-387-3941  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Special Provisions: \_\_\_\_\_

Allied Foundation Specialist, Inc. ("Allied") enters into this agreement on this 9 day of June, 2017 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: \_\_\_\_\_ (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 \$ 13245. Owner agrees to pay the agreed price as follows:

\$ 6622 at the time work begins and \$ 6623 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.

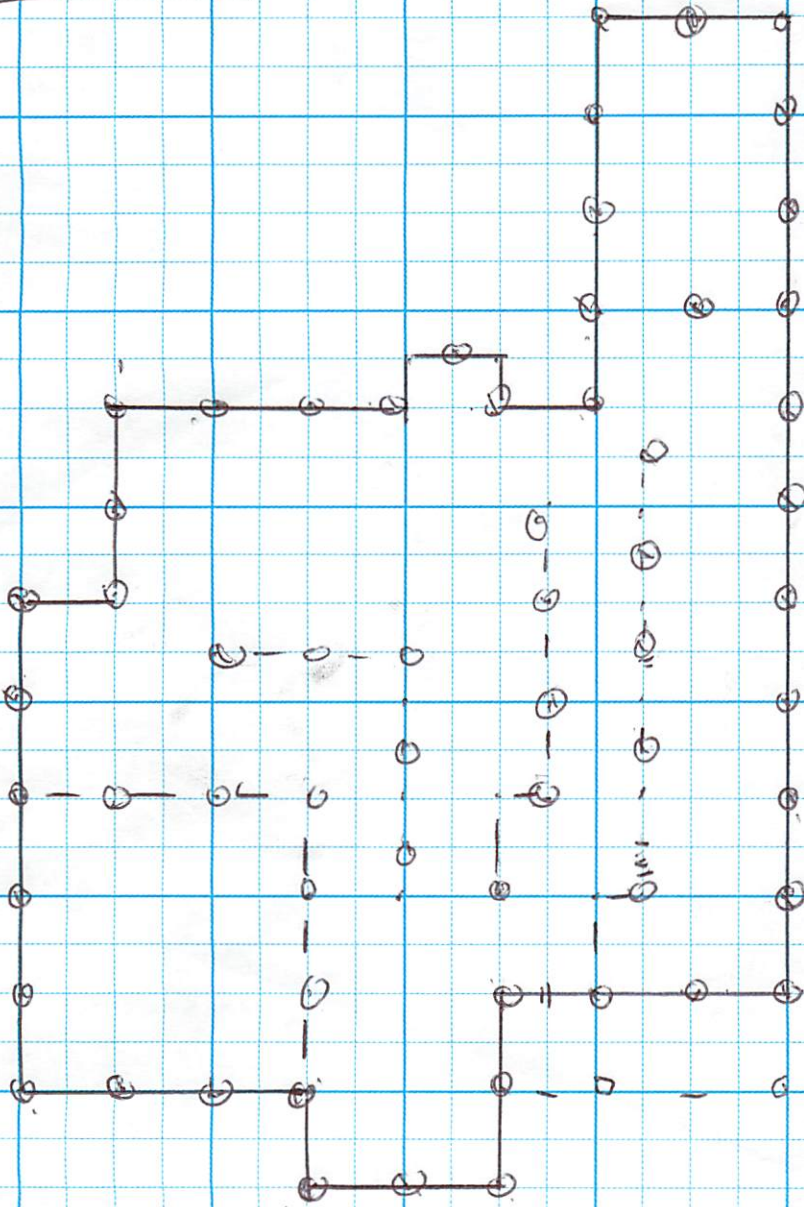
**LIMITED LIFETIME WARRANTY**

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.

6-9-2017

6-9-2017

Luis C.  
8322761622



Regular: 18,625<sup>00</sup>

Disc: Monday:  
Tuesday:

~~13,275<sup>00</sup>~~



NAME Jesus Pacheco  
 ADDRESS 3006 Broad Mead.  
 CITY ZIP Sw. 025  
 HOME # \_\_\_\_\_  
 WORK # \_\_\_\_\_  
 CELL # (832) - 387-3241  
 EMAIL \_\_\_\_\_

NO. OF PIERS 41 Ext / 21 Int  
 BREAKOUTS \_\_\_\_\_  
 KEY MAP \_\_\_\_\_  
 COST OF JOB ~~13,275<sup>00</sup>~~  
 CHECK  13,275<sup>00</sup>  
 CREDIT CARD