

1-800-745-4647  
1800pilings.com

### AGREEMENT

Date: ~~8/2/16~~ 10/28/16

Tom McLean

1-800-Pilings Foundation Repair, called the contractor, and Tom McLean  
Called the Owner, agrees that Contractor will furnish labor, equipment and materials to perform the following described work to the hereinafter described building or structure located at:

Street 10534 Keithgreen Ct, Houston, Tx, 77089  
Telephone 940-391-6665 Alternate Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Recommended Repair Method & Associated Warranty:  
21 Pilings 19 Exterior 2 Interior  Lifetime Warranty (Transferable No Service Charge)

Other: \_\_\_\_\_

Total Cost to the owner for the heretofore described work is \$ 5,900<sup>00</sup> of which \$ 900 due upon acceptance of contract, \$ 2500 when work begins, and \$ 2500 upon completion.

Work permitted to meet local government requirements.

CH# 1227 \$2950.00

Contractor will temporarily remove plants and shrubs, which obstruct support installation. All plants and shrubs will be replaced, but contractor does not guarantee nor are we responsible for continued longevity.

CH# 1228 \$2950.00

Contractor will repair any damage to water and sewage lines directly caused by Contractor while excavating. Pre-existing plumbing problems, deteriorated pipes and broken plumbing caused by lifting and leveling will not be repaired by contractor.

When inside supports is called for the contractor will replace with plywood and screeds any hardwood that has to be cut. When inside supports is called for the contractor will not re-stretch any carpet that has to be removed for installation of work. When supports are called for the contractor will replace with concrete any tile or other floor coverings that has to be broken through.

Contractor is liability insured for customer's protection.

It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper or other rigid materials may crack. Therefore, the above work estimate does not include any redecorating, repairing, electrical work, waterproofing or the replacement of any materials not specified in this agreement.

It is understood and agreed that the contractor will furnish all of the labor, equipment and material and will perform all necessary work in connection with this job in a good and workmanlike manner.

The owner may order extra work to be done, not contemplated by this Agreement, in which a separate Agreement for such work shall be entered into between the Owner and the Contractor. NO oral representation made by anyone can change or modify this Agreement.

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, shall be resolved by mandatory binding arbitration administered by the American Arbitration Association "AAA" pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such states by any court having jurisdiction and in accordance with the practice of such court.

MOLD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type-and owner will hold harmless and indemnify Contractor 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 contaminant including, but not limited to, mold, mildew, yeast, allergens, fungus, infectious agents, dry rot or wet, lead or rust occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to the Agreement and the "cost to the Owner" for the heretofore-described "work" is determined in part of the agreement of the Owner to these provisions.

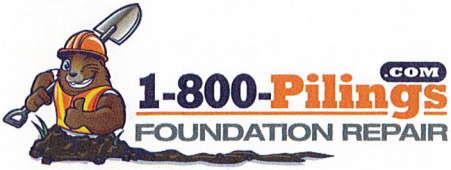
IN FOUNDATION LEVELING CONDITIONS MIGHT APPEAR WHEN WORK HAS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CIRCUMSTANCES THE WARRANTY BECOME INVALID.

This Agreement, in order to be binding upon Contractor, must be signed in the space provided below and one copy returned in this office 30 days from the date shown above.

[Signature] 10/28/16  
Owner

1-800-Pilings Foundation Repair  
[Signature]  
BY Contractor

Mark D. [Signature]

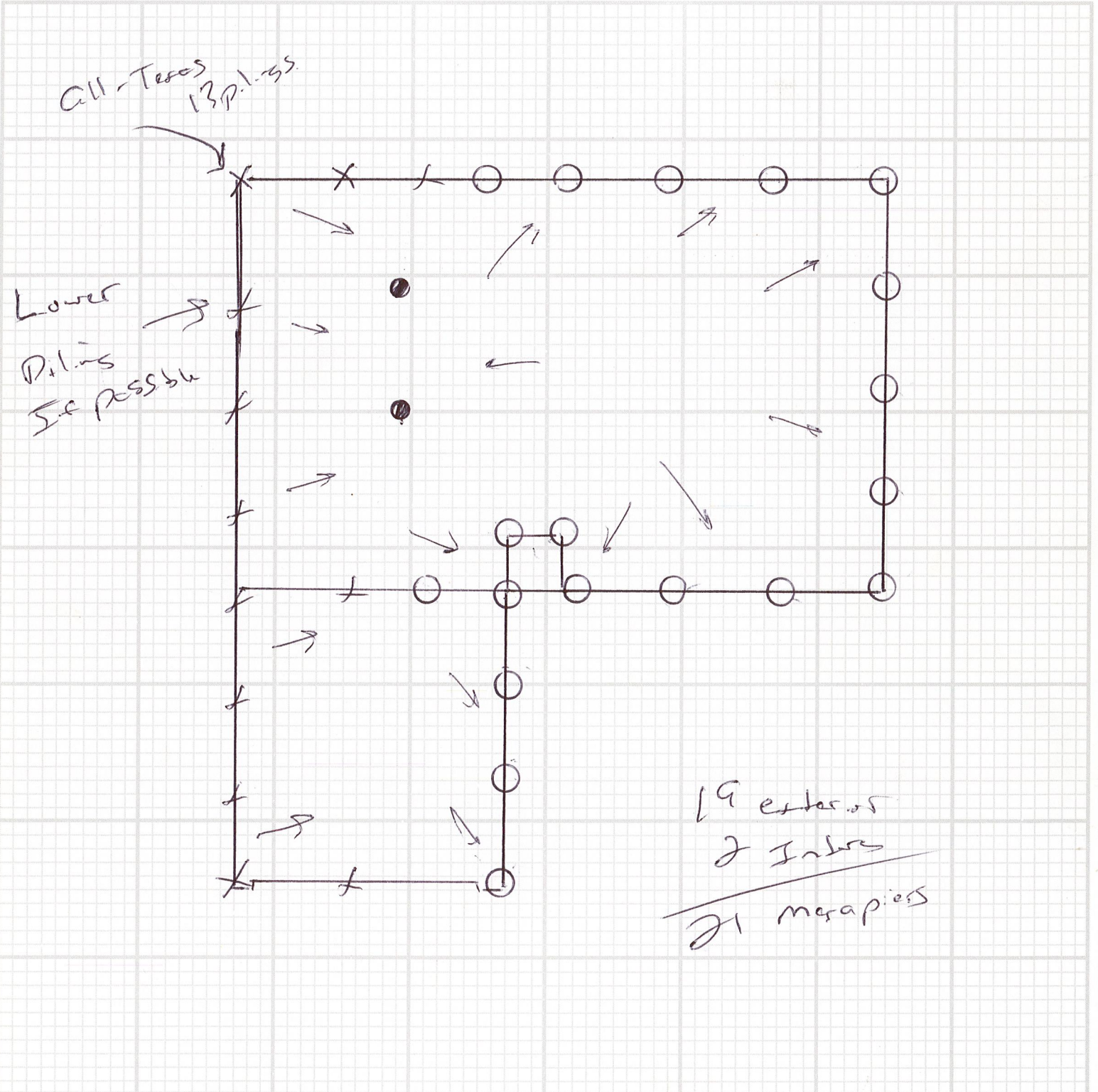


1-800-745-4647  
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Name James McLean Address 10539 K. L. Green  
TEL: 940-391-6665 WK TEL: \_\_\_\_\_ DATE: 8-12-10 MAP# \_\_\_\_\_

BUILDING DESCRIPTION: STORY \_\_\_\_\_ BREAK-OUTS \_\_\_\_\_ BRICK \_\_\_\_\_ POST TENSION \_\_\_\_\_ FOOTER DEPTH \_\_\_\_\_ CRAWL/CONV \_\_\_\_\_

LEGEND: ○ EXTERIOR PILINGS ● INTERIOR PILINGS ~ WALL CRACKS × PREVIOUS WORK (AC) A/C UNIT ☐ GAS LINE





1-800-745-4647  
1800pilings.com

### AGREEMENT

Date: 10-17-16

1-800-Pilings Foundation Repair, called the contractor, and John McClain  
Called the Owner, agrees that Contractor will furnish labor, equipment and materials to perform the following described work to the hereinafter described building or structure located at:

Street 10539 Kirkgreen Dr. City Houston State TX Zip 77089  
Telephone \_\_\_\_\_ Alternate Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Recommended Repair Method & Associated Warranty:

21 Pilings 19 Exterior 2 Interior  Lifetime Warranty (Transferable No Service Charge)

Other: \_\_\_\_\_

Total Cost to the owner for the heretofore described work is \$ 5900 of which \$ 900 due upon acceptance of contract, \$ 2500 when work begins, and \$ 2500 upon completion.

Work permitted to meet local government requirements.

Contractor will temporarily remove plants and shrubs, which obstruct support installation. All plants and shrubs will be replaced, but contractor does not guarantee nor are we responsible for continued longevity.

Contractor will repair any damage to water and sewage lines directly caused by Contractor while excavating. Pre-existing plumbing problems, deteriorated pipes and broken plumbing caused by lifting and leveling will not be repaired by contractor.

When inside supports is called for the contractor will replace with plywood and screeds any hardwood that has to be cut. When inside supports is called for the contractor will not re-stretch any carpet that has to be removed for installation of work. When supports are called for the contractor will replace with concrete any tile or other floor coverings that has to be broken through.

Contractor is liability insured for customer's protection.

It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper or other rigid materials may crack. Therefore, the above work estimate does not include any redecorating, repairing, electrical work, waterproofing or the replacement of any materials not specified in this agreement.

It is understood and agreed that the contractor will furnish all of the labor, equipment and material and will perform all necessary work in connection with this job in a good and workmanlike manner.

The owner may order extra work to be done, not contemplated by this Agreement, in which a separate Agreement for such work shall be entered into between the Owner and the Contractor. NO oral representation made by anyone can change or modify this Agreement.

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, shall be resolved by mandatory binding arbitration administered by the American Arbitration Association "AAA" pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such states by any court having jurisdiction and in accordance with the practice of such court.

**MOLD AND OTHER CONTAMINANTS:** Contractor and Owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type-and owner will hold harmless and indemnify Contractor 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 contaminant including, but not limited to, mold, mildew, yeast, allergens, fungus, infectious agents, dry rot or wet, lead or rust occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to the Agreement and the "cost to the Owner" for the heretofore-described "work" is determined in part of the agreement of the Owner to these provisions.

IN FOUNDATION LEVELING CONDITIONS MIGHT APPEAR WHEN WORK HAS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CIRCUMSTANCES THE WARRANTY BECOME INVALID.

This Agreement, in order to be binding upon Contractor, must be signed in the space provided below and one copy returned in this office 20 days from the date shown above.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

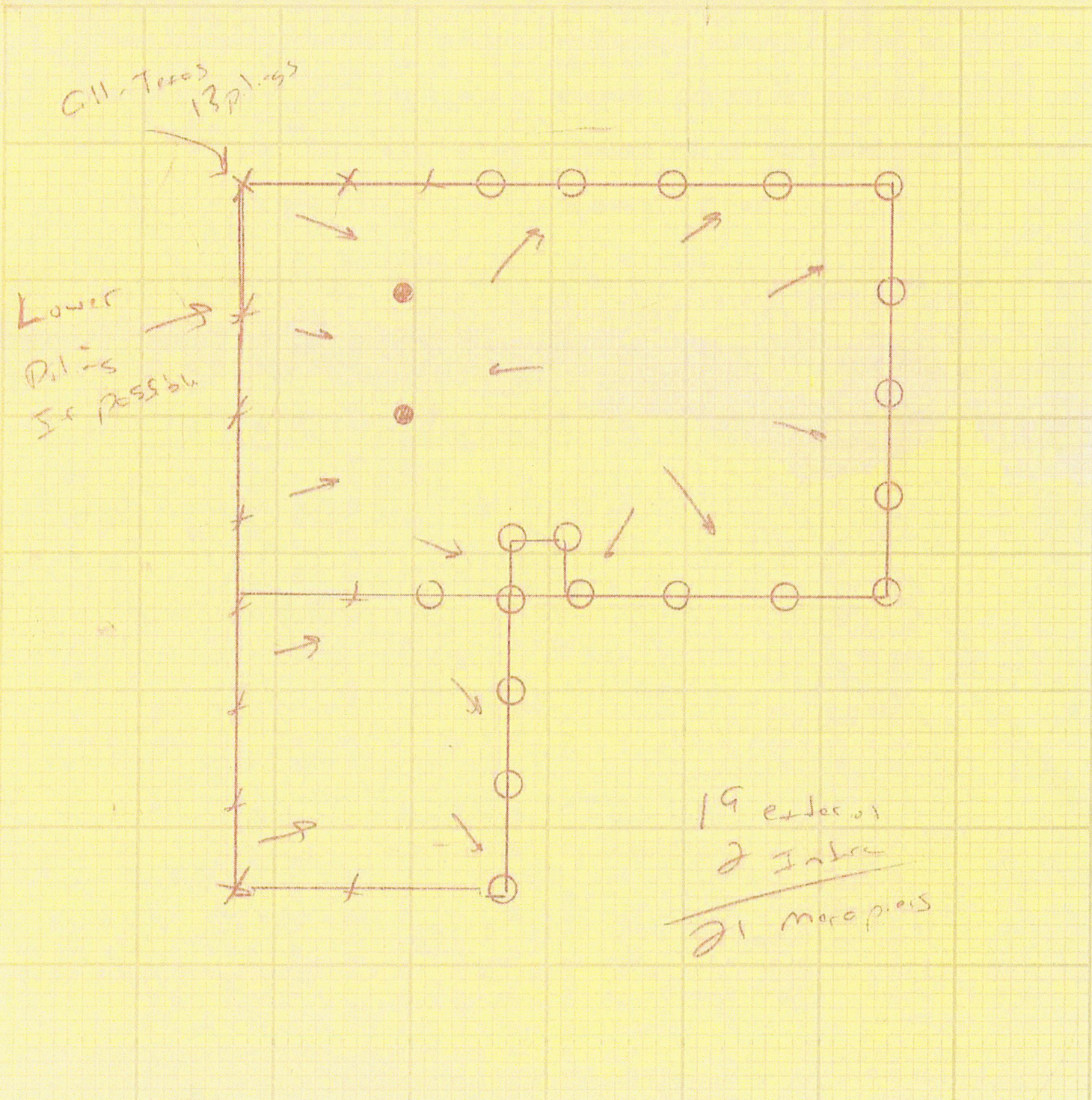
1-800-Pilings Foundation Repair  
BY [Signature]  
Contractor

Name James McLean Address 10534 K. L. Green

TEL: 940 391-6666 WK TEL: \_\_\_\_\_ DATE: 8-12-10 MAP# \_\_\_\_\_

BUILDING DESCRIPTION: STORY \_\_\_\_\_ BREAK-OUTS \_\_\_\_\_ BRICK \_\_\_\_\_ POST TENSION \_\_\_\_\_ FOOTER DEPTH \_\_\_\_\_ CRAWL/CONV \_\_\_\_\_

LEGEND: ○ EXTERIOR PILINGS ● INTERIOR PILINGS ~ WALL CRACKS × PREVIOUS WORK (AC) A/C UNIT □ GAS LINE



# Invoice

Date: 11/07/2016  
Invoice No.: 655431  
Check No.(if applicable)

**Bill To:**  
JAMES McCLAIN  
10534 KIRKGREEN DRIVE  
HOUSTON, TEXAS 77089  
940-391-6665

**Ship To:**  
10534 KIRKGREEN DRIVE  
HOUSTON, TEXAS 77089  
940-391-6665

Hrs	Rate Code	Description	Unit Price	Total
1		INSTALL 19 EXTERIOR AND 2 INTERIOR PILINGS	\$5,900.00	\$5,900.00
0				
1		PAYMENT	-\$2,950.00	-\$2,950.00
1		PAYMENT	-\$2,950.00	-\$2,950.00

Total \$0.00

1 800 PILINGS

Please contact us for more information about payment options. For payment, please detach the below remittance form and send with payment, if applicable.

Thank you for your business.

## REMITTANCE

Invoice No.: 655431  
Customer Name: JAMES McCLAIN  
Date: 11/07/2016  
Amount Enclosed: \$0.00



# FOUNDATION REPAIR, INC.

5714 DARLING  
HOUSTON, TX. 77007

713-529-7901

## JOB PROPOSAL

FAX 713-861-0874

OWNER Mark & Penny Gonzalez PHONE (Cell: 713-907-8072) (281-734-4823)

JOB ADDRESS 10534 Kirkgreen CITY Houston ZIP 77089

### WE PROPOSE TO DO THE FOLLOWING:

- 1.) Install 5 Unipile Piers, 5 Exterior 0 Interior (Pilings to be placed as per attached drawing)  
Adjust 0 Existing piers, 0 Exterior 0 Interior (Field verify locations of existing piers / pilings)
- 2.) Use precast concrete pilings hydraulically pressed to a point of refusal and steel shims to raise and level as close to original as structure will allow. Back fill holes when finished and resurface concrete areas where necessary. Clean up job site when completed, and haul off excess debris and dirt not wanted by owner.
- 3.) Contractor is not responsible for any damage to sheetrock, brick, exterior siding material, flooring, doorframes, carpet re-stretching, mirrors, glass windows, landscaping, slab, structure electrical or plumbing that breaks during the leveling process.
- 4.) If job has begun and it is discovered that the foundation has been constructed of sub-standard materials, if builders piers are discovered after work has begun and if it is necessary to cut them loose from the foundation, if extra deep grade beams are discovered or if extra thick concrete breakouts are required, etc., there can and may be an adjustment in the price. Cost for any additional work will be approved by customer at agreed price.
- 5.) Customer or Representative to be on site upon completion of work to pay Forman and sign completion certificate.
- 6.) If Engineers report is required, fee to be paid directly to Engineer by customer.
- 7.) Lifetime transferable service policy to be issued at closing of job. (No transfer charge)

### SPECIAL INSTRUCTIONS & COMMENTS:

- 1.) Fax is as original.

OWNER <u><i>Penny Gonzalez</i></u>	DATE: <u>8-20-09</u>	SELLING PRICE.....\$ <u>1500.00</u>
AGENT _____	DATE: _____	DOWN PAYMENT.....\$ <u>0</u>
ALL TEXAS REP. _____	DATE: <u>06-15-09</u>	DUE ON COMPLETION...\$ <u>1500.00</u>

Anthony Vento (CFRS #0036)

5714 DARLING  
HOUSTON, TX 77007

713/529-7901

# JOB PROPOSAL

Fax: 713/861-7809

(Same Phone No.  
Since 1966)

DATE 4-17-01

OWNER OTIS McALISTAR PHONE: (HM) 281-922-7944 (WK)

JOB ADDRESS 10534 KIRKGREEN CITY HOUSTON ZIP 77089

### WE PROPOSE TO DO THE FOLLOWING:

Install 3 Unipile piers, 2 Exterior 1 Interior, using precast solid concrete blocks, as per plans.

Piers to be placed on 7' foot centers as per plans.

Use hydraulic pressure to press pilings to point of refusal.

Raise & level as close as possible to original as structure will allow.

Use solid blocks and steel shims to stabilize.

Back fill holes when finished and resurface concrete areas where necessary.

Clean up job site when completed, and haul off excess debris and dirt not wanted by owner.

Contractor is not responsible for any damage to sheetrock, brick, floors/floor covering, carpet re-stretching, door frames, shrubbery, landscaping, slab structure, plumbing leaks that may occur during raising or leveling, or repairs of said items. Contractor will repair plumbing lines if damaged while digging to install piers.

Customer or Representative to be on job site upon completion of work to pay foreman and sign completion certificate.

### SPECIAL INSTRUCTIONS:

1.) FAX IS ORIGINAL.

2.) LIFETIME TRANSFERABLE SERVICE POLICY TO BE ISSUED AT CLOSING OF JOB. (NO TRANSFER CHARGE)

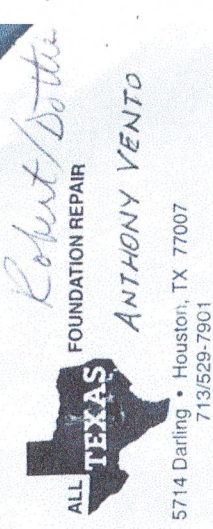
3.) IF ENGINEERS REPORT IS REQUIRED, FEE TO BE PAID BY CUSTOMER.

OWNER:  OTIS McALISTAR 4/17/01

SELLING PRICE..... \$ 1000.<sup>00</sup>

OWNER: 1 1

DOWN PAYMENT..... \$ 100.<sup>00</sup>



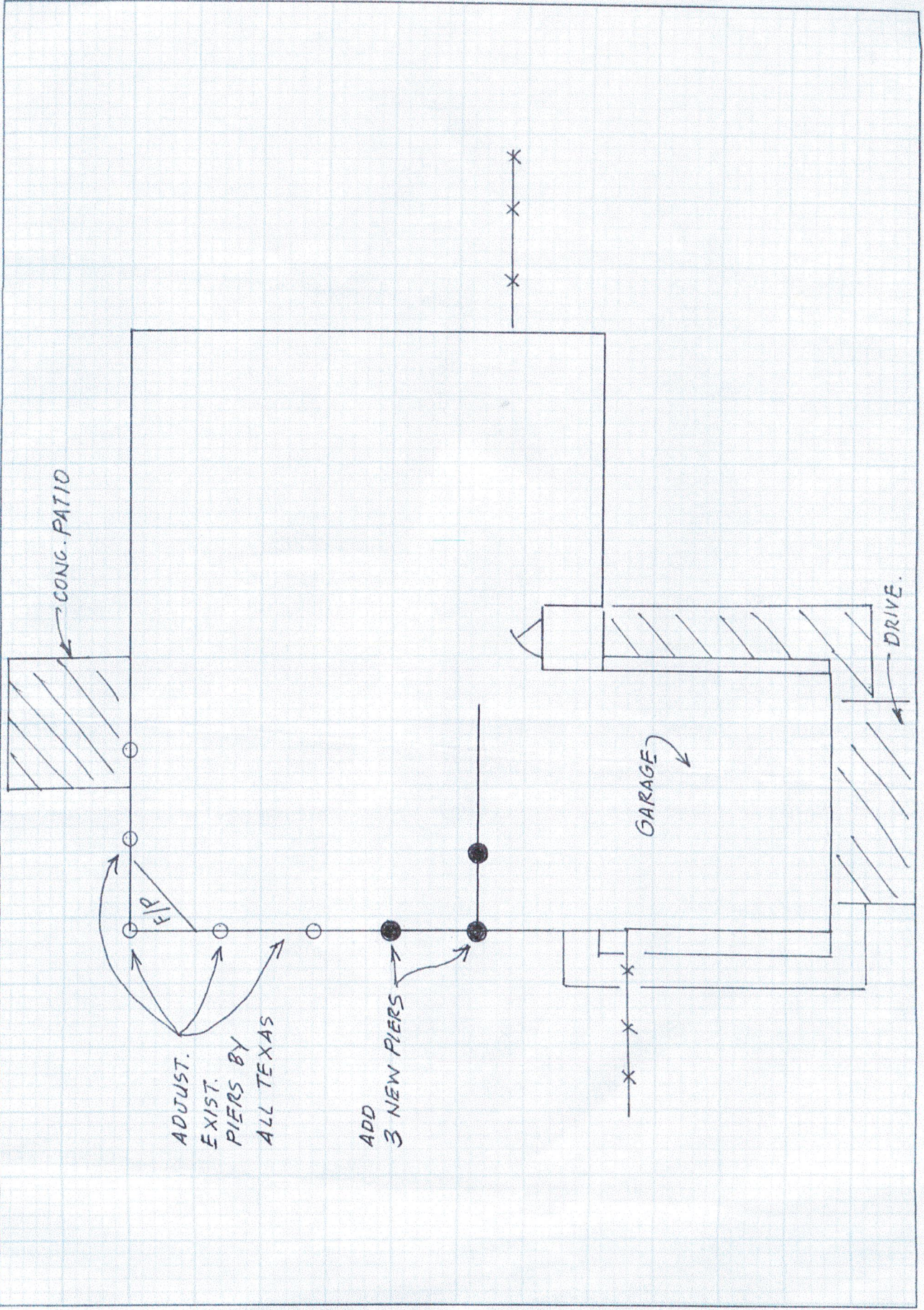
Name: OTIS McALISTER  
 Address: 10534 KIRKGREEN (77089)  
Houston  
 Home # 281-922-7944  
 Work # 713-567-2224

NEW PIER  
 EXTERIOR 52 INTERIOR 1  
 TOTAL REQUIRED 53


EXISTING PIER  
 EXTERIOR \_\_\_\_\_ INTERIOR \_\_\_\_\_  
 TOTAL RE-WORKS \_\_\_\_\_

MINI PIER  
 EXTERIOR \_\_\_\_\_ INTERIOR \_\_\_\_\_  
 TOTAL REQUIRED \_\_\_\_\_

CONCRETE BREAKOUTS 1





**ALL  TEXAS FOUNDATION REPAIR, INC.**

**5714 Darling  
Houston, TX 77007 FAX: 713/861-0874**  
**713/529-7901**  
(Same Phone No. Since 1966)

**LIFETIME TRANSFERABLE SERVICE POLICY**

If any adjusting is necessary under normal conditions, due to settling, contractor will re-adjust the settled area for \$ 49.50 per Pier, plus \$25.00 per concrete breakout, ± Consumer Index. As per contract, not responsible for any damage to or repair of brick, sheetrock, plumbing, shrubbery, siding, floors/floor covering, slab or structure.

This agreement applies only to the piers installed by **ALL TEXAS FOUNDATION REPAIR, INC.**

**CONTRACTOR CANNOT AND DOES NOT GUARANTEE ANY PART OF THE BUILDING ON WHICH THE CONTRACTOR DOES NOT WORK!**

EXAMPLE: If contractor installs piers around perimeter of building but does not install piers in the center of the building, contractor cannot be responsible for the settling of the center of the building

Homeowners maintenance responsibilities:

Concrete Slab Foundation

Pier and Beam/Block Foundation

- |   |   |
|---|---|
| 1. Keep moisture level constant, year round.          | 1. Keep area under house dry.                   |
| 2. Keep proper drainage around perimeter.             | 2. Keep proper drainage around and under house. |
| 3. Keep tree roots clear around and under foundation. |   |
| 4. Keep proper soil level around grade beam.          |   |

EXCLUSIONS: Settling due to flooding, improper drainage or plumbing leaks, fault line shifting or earthquake tremors or seasonal shrinking or swelling of soil. (up to 1/2 inch.), Does not include mud pumping or additional piers. New owner must notify the company in writing within 30 days of transfer.

HOMEOWNER Mark + Penny Gonzalez  
ADDRESS 10534 Kirkgreen  
CITY/STATE/ZIP Houston, Tx 77089

Juan Ayala  
COMPANY REPRESENTATIVE

1/2/2003  
DATE



**ALL TEXAS FOUNDATION REPAIR, INC.**

**713/529-7901**

(Same Phone No. Since 1966)

**5714 Darling  
Houston, TX 77007**

**FAX: 713/861-7809**

**TRANSFERABLE SERVICE POLICY**

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3. Keep tree roots clear around and under foundation.
4. Keep proper soil level around grade beam.

Pier and Beam/Block Foundation

1. Keep area under house dry.
2. Keep proper drainage around and under house.

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HOMEOWNER Otis McAlistar  
ADDRESS 10534 Kirkgreen  
CITY/STATE/ZIP Houston, Texas 77089

C. Kahlstrom  
COMPANY REPRESENTATIVE

5/2/01  
DATE