



# Estimate

2206-2015-5089  
2022-06-20

Level Check Foundation Repair  
6315-B FM 1488 #232  
Magnolia TX 77354  
repair@levelcheckfoundation.com  
713-681-2600

Chad Hojnowski  
3806 Knollcrest Dr  
Montgomery TX 77356  
chadhojnowski@gmail.com

## Pressed Pilings - Lifetime Warranty

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Exterior Piers (Shared Wall)</u> Total # of piers installed on the exterior of a foundation. Piers are ram driven precast concrete pilings (6x12" cylinders pressed hydraulically to refusal) spaced no further than 5-7 ft centers at recommended locations.	\$162.50	10.00	\$1,625.00
<u>Exterior Piers</u> Total # of piers installed on the exterior of a foundation. Piers are ram driven precast concrete pilings (6x12" cylinders pressed hydraulically to refusal) spaced no further than 5-7 ft centers at recommended locations.	\$325.00	7.00	\$2,275.00
<u>Interior Piers</u> Total # of piers installed on the inside of a foundation. Must jack hammer through slab to install interior piers. Piers are ram driven precast concrete pilings (6x12" cylinders pressed hydraulically to refusal) spaced no further than 5-7 ft centers at recommended locations.	\$500.00	7.00	\$3,500.00
<u>Exterior Piers (Shared Wall)</u> Total # of piers installed on the exterior of a foundation. Piers are ram driven precast concrete pilings (6x12" cylinders pressed hydraulically to refusal) spaced no further than 5-7 ft centers at recommended locations.	\$162.50	10.00	\$1,625.00

## Concrete Work

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Additional Labor</u> Total # of locations where concrete is jack hammered out in necessary locations to install piers. Includes haul off and repair of concrete. This includes patching not full replacement.	\$100.00	5.00	\$500.00

## Polyurethane - 10 Year Warranty

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Polyurethane - 10 Year Warranty.</u>	\$15.00	166.67	\$2,500.00
		166.67	\$2,500.00

## Contract Terms

### *Description*

Piering and Poly Terms 10 Years

*Total* \$12,025.00

## **PRESSED PILING TERMS & CONDITIONS**

### **PLEASE READ COMPLETE TERMS AND CONDITIONS ON DOCUMENT BEFORE SIGNING**

#### **AGREEMENT**

Level-Check (Contractor proposes to perform the following in accordance with our engineered specifications and drawing attached hereto:

Install total number of ram driven precast concrete pilings reflected within quote spaced no further than 6-8 ft. on centers, at recommended locations shown on attached piling diagram.

Pilings will be driven hydraulically to the depth necessary to lift the foundation. When raising a slab, it is possible that more stress fractures will develop in the slab and damage will result above the level of the slab such as, but not limited to sheet rock, wall plaster, tile, plumbing, wooden members, windows, brick/mortar, roofing or other rigid materials for which the Contractor is not responsible. Additionally, it is understood that existing cracks in slab, brick and walls may not close. Doors may not function properly after lift due to bowed/warped framing and how the framing reacts. Customer understands this is outside of contractors control and contractor is not responsible for door/framing adjustments or cosmetic finishes. Contractor is not responsible for plumbing lines that may have been broken due to foundation problems. It is not anticipated that there will be any problems with the plumbing; however, if any leaks occur in the water, sewer or gas lines due to the raising, Contractor is not responsible to repair any leaks that may be caused, and Owner waives any rights of claim for such. There may remain certain voids under the slab after raising the slab. It is recommended that these voids be filled with dirt or polyurethane to properly support the slab and is not included in the quote unless itemized.

Where holes are broken through slab, walkways or driveway in order to install piers, Contractor will patch the concrete, however, the patches may not match the color or texture of the original concrete. Contractor is not responsible for repairing concrete patches after 10 days of completion. Surface materials such as brick, tile, wood flooring, carpeting, flagstone or sheet goods are not included in this agreement, but can be restored at an additional cost to the Owner. This agreement includes only those items specified and does not include any redecorating, cleaning, repairing or replacing of any materials or items not specifically called for hereto. Contractor will remove all job-related trash and debris from the area. Contractor will temporarily remove plants and shrubs which obstruct installation of piers. All plants and shrubs will be replanted, but

Contractor does not guarantee nor are we responsible for continued longevity. Excavated holes that are backfilled after pier installation can be washed out by water and/or rain since it can't be compacted back to prior condition. We are not responsible for refilling holes after leaving the jobsite.

Although the Contractor has examined the building/structure heretofore described, it is not totally familiar with conditions below ground level, the design of the foundation or the construction. As a result of the uncertainty between such standards and assumption and the actual conditions as they exist, there is no assurance that the desired results will be totally achieved and that the same or similar problems may not occur in the future. Actual results may vary due to slab and/or construction imperfections, flooring issues and the home's reaction to the lifting process. It may be necessary to relocate or add piers after commencement of job to meet unanticipated problems. If after work has begun, it is discovered that the foundation has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work. Substandard construction is usually not discovered until work has begun and possibly not until a lift is attempted

Certain slab foundations can have builder's piers in place that are installed prior to pouring a slab. Any existing builder's piers that must be chipped and/or cut away will be charged to the owner at a cost of \$250 each. Unless disclosed at the time of the inspection, we will not know if a home has builder's piers until work has begun.

Although it is not required, Level Check Foundation Repair recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the scope of work listed in this contract. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner.

Contractor agrees to start and pursue work through completion in a timely manner but shall not be responsible for delays caused by any of the following: funding of loans, acts of God, acts of neglect or omission by Owner, stormy or inclement weather, strikes, or anything not under control of the Contractor.

**ARBITRATION AGREEMENT:** Any dispute or claim arising under or with respect to this Agreement will be resolved by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a panel of three arbitrators, one appointed by you, one appointed by us and the third appointed by said Association. The decision or award of the majority of the arbitrators shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order of any court of competent 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 the contractor or contractor's attorney 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.

**NOTICE TO OWNER:** You have received a completed copy of this agreement and oral advice from Contractor of your right to cancel. You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the day of this transaction.

**IMPORTANCE NOTICE:** You and your Contractor are responsible for meeting the terms and conditions of this agreement. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

\* No oral representation made by anyone can change or modify this agreement.

**TOTAL CONTRACT PRICE IS AS LISTED**

\*All credit & debit card payments will be charged a processing fee (3% of contract price)\*

**PAYABLE AS FOLLOWS:**

**1. PAID TO FOREMAN AT COMPLETION BEFORE HE LEAVES JOBSITE.** Late fees can apply if not paid upon completion. (ALL JOBS UNLESS APPROVED BY LEVEL CHECK)

**2. FINANCING OPTION.** Must be applied for and approved prior to scheduling the repairs. Level Check must be made aware of paying by financing. Final PAF form must be signed upon completion of the job.

**3. PAID AT CLOSING WITH BUYER APPROVED BY LENDER AT TIME OF SIGNING THIS AGREEMENT.** We can complete repairs up to 2 weeks before closing date. We must verify closing date with title company. Upon closing title company must release funds for repairs completed. If the transaction falls through and/or is delayed by more than 2 weeks from original closing date, seller will be held responsible for payment. We have a right to enforce payment for completion of repairs if we cannot collect from the title company. Failure to pay as and when required by this contract will void all guarantees contained herein.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days

The undersigned has read all the terms of the contract, is familiar with its provisions, is aware of soil conditions in the local area and resulting possibility of settling therefrom and accepts this contract subject to the terms and condition therein contained. **I HAVE READ THE AGREEMENT AND WARRANTY AND AGREE TO ALL OF THE TERMS AND CONDITIONS.**

**\*\*CUSTOMER UNDERSTANDS ELECTRONIC ACCEPTANCE IS THE SAME AS A SIGNATURE AND AGREES TO ALL TERMS OF THIS CONTRACT\*\***

**MUST BE OWNER OR AUTHORIZED TO CONTRACT ON BEHALF OF OWNERS**

By: Level Check Foundation Repair, Inc.

**\*NOTE: It is the owners responsibility to provide access, water, and electricity to the job, and pay the foreman at completion before he leaves.**

**\* 12 % interest charged on unpaid accounts**

If job is scheduled then rescheduled by customer within 48 hours of scheduled start date a \$500 reschedule fee will apply.

**POLYURETHANE TERMS & CONDITIONS**

I have read and agree to all prices, specifications, terms and conditions and hereby accept this proposal. All discounts and guarantees are void if bill is not paid within 3 days. I understand that payment is due upon completion unless other arrangements have been agreed to by contractor. Failure to pay as and when required by this contract will void all guarantees contained herein, 12% interest after 5 days of completion will be assessed on any unpaid balance, and lien and or collection proceedings may begin.

**\*\*CUSTOMER UNDERSTANDS ELECTRONIC ACCEPTANCE IS THE SAME AS A SIGNATURE AND AGREES TO ALL TERMS OF THIS CONTRACT\*\***

Make sure you stated a scheduling preference.

**PLEASE READ COMPLETE TERMS AND CONDITIONS ON DOCUMENT BEFORE SIGNING**

**SCHEDULING**

Scheduling will depend on work load. We will provide you the planned repair date, but unforeseen circumstances may delay this time frame. **THERE IS NO NEED TO BE HOME AT TIME OF SERVICE UNLESS YOU PREFER OR NOTED OTHERWISE. ONLY VOID FILLING UNDER HOUSE SLAB WILL REQUIRE SOMEONE TO BE HOME AND/OR INSIDE ACCESS OF HOME.** Please Circle or email us a Scheduling Preference (if not filled out No Notification will be applied)

**Call First:** This option requires you to be home at the time of service and/or a deadline has to be met. Must be available between the hours of 8 am and 6 pm. Sorry we are unable to give a specific time in the day for this kind of service. A phone call will be made 2-3 days before the projected scheduled date to schedule and a confirmation with home owner is needed, if no confirmation is made your project will be rescheduled

**Leave a Message:** This option requires an email message or voice message. Work will be completed depending on time and material. This date might have to be rescheduled if time and material is exhausted for the day. No notification will be made until your project has been rescheduled. Crew hours are between 8 am and 6 pm. No confirmation will be made with home owner so if you wish to be home at the time of service please choose Call 1st option.

**No Notification Will Be Given:** This Option says you are giving Level Check Foundation Repair permission to come at any time/any date. This may get your work completed sooner by being flexible and is preferred.

**ACCEPTANCE OF PROPOSAL SUBJECT TO ALL TERMS AND CONDITIONS**

**1. COMPENSATION**

Client shall pay as set forth above. Polyurethane quantities priced per Pound. Estimate Total is up to quantity of material. Price is subject to change, with customers approval, if the void under the slab is greater than anticipated. If additional material is needed cost will be priced per unit, at a discounted rate, of material used. Customer understands if a lesser amount of material is used, price remains as agreed upon in contract. If the crew is turned away from the jobsite or less than 48-hour prior cancelation notification is given, the customer will be responsible payment of \$500.

**2. INVOICING & PAYMENT**

Level Check Foundation Repair shall invoice Client upon completion of the Work. Client shall pay invoice upon completion of job. Client shall pay to Level Check Foundation Repair a late charge of 12% on all balances unpaid 5 days after the completion date. If client fails to pay on time and Level Check Foundation Repair refers your account(s) to a third party for collection, Level Check Foundation Repair will charge all costs associated with the non-payment, including but not limited to, accumulated late fees, return check fees (\$30.00), insufficient funds fees, collection agency fees, and court and attorney costs. Level Check Foundation Repair will try in every attempt to collect in house, but if all attempts are failed Level Check

Foundation Repair will refer account to a third-party collection, in this event all correspondents and/or payments must be made through the collection agency.

**3. LIMITED GUARANTEE**

Level Check Foundation Repair will re-pump at no cost to the customer if necessary. Warranty only applies to areas of the slab that we injected in and does not cover the entire slab. A 5-year warranty period applies for exterior slabs such as driveways, sidewalks, patios etc & 10 year warranty period for interior of homes. A re-pump constitutes using the same holes. There will be a \$250.00 service fee for the truck to return for any other reason not covered under this guarantee. This guarantee can be voided under the following conditions: (1) If the customer does not seal all cracks and joints on the slabs (2) Customer does not maintain BACKFILL along the slabs involved (3) Resettling occurs as a result of flooding, or plumbing leaks or other acts of God. (4) Customer does not maintain tree roots or improper drainage from affecting the slab. (5) Proper warranty transfer procedure is followed (see transfer procedure below). Customer understands Level Check Foundation Repair is not responsible for any repair related expenses to settlement or lifting/re-pumping under the warranty.

**4. ALLOCATION OF RISK**

IN NO EVENT SHALL LEVEL CHECK FOUNDATION REPAIR BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS OF BUSINESS OR LOST PROFITS) RESULTING FROM OR ARISING OUT OF THE WORK.

LEVEL CHECK FOUNDATION REPAIR IS NOT RESPONSIBLE FOR LANDSCAPING, DAMAGE TO PLUMBING OR ELECTRICAL, CRACKS IN SLABS, FLOOR OR WALLS OR ANY DAMAGE WHICH HAS OCCURRED OR MIGHT OCCUR AS A RESULT OF THE SETTLING OR THE CONCRETE LIFTING PROCESS. IF THE CONCRETE CANNOT BE RAISED AND MUST BE REPLACED, IT IS THE HOMEOWNER'S RESPONSIBILITY TO REPLACE IT AT CURRENT REPLACEMENT COST.

LEVEL CHECK FOUNDATION REPAIR'S MAXIMUM LIABILITY TO CLIENT FOR THE WORK, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS \$500.00 OR THE AMOUNT PAID TO LEVEL CHECK FOUNDATION REPAIR FOR THE WORK, WHICHEVER IS GREATER. IT IS EXPRESSLY AGREED THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST LEVEL CHECK FOUNDATION REPAIR FOR THE WORK PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE STIPULATED \$500.00 FIGURE, OR THE AMOUNT PAID TO LEVEL CHECK FOUNDATION REPAIR FOR THE WORK, WHICHEVER IS GREATER.

**5. LIEN WAIVERS**

Client is entitled to written lien waivers upon receipt by Level Check Foundation Repair of full payments as called for in this Proposal.

**6. TEXAS CONSTRUCTION LIENS**

AS REQUIRED BY THE TEXAS CONSTRUCTION LIEN LAW, LEVEL CHECK FOUNDATION REPAIR HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE WORK ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS. CLIENT MAY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE WORK AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. LEVEL CHECK FOUNDATION REPAIR AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**7. INSURANCE**

Owner to carry fire, tornado and other necessary insurance on above work. Level Check Foundation Repair to carry and maintain General Liability Insurance.

**8. GOVERNING LAW; VENUE**

This Agreement shall be construed and governed under the laws of the State of Texas, without application of conflict of law principles. All actions or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the state court sitting in, or the federal court having jurisdiction over, the county in which the Work was performed. Level Check Foundation Repair and Client both consent to the jurisdiction and venue of such courts and expressly waive objections based on the doctrines of personal jurisdiction and forum non convenes.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**LIFE-TIME TRANSFERABLE WARRANTY TERMS**

**(APPLIES TO PRESSED PILINGS ONLY)**

Owner recognizes that soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. If a building is partially not underpinned such as the remainder of the perimeter and/or interior of the building, adjustments required due to movement in these areas not underpinned can not be covered under warranty if the necessary additional underpinning is not done. If any re-raising of the area on which Contractor performed the work set forth herein is necessary due to such settling during the life of the structure after completion of project, Contractor will re-raise settled area where Contractor's piers have been installed, without cost to Owner. This agreement, and the provisions of this paragraph do not extend to any portion of the building other than the portion upon which Contractor actually performed work. All binding terms and conditions of the original agreement also apply to any warranty adjustments made.

For a warranty claim the owner must provide evidence of settling in the area which the Contractor performed work. Evidence must follow the Foundation Performance Association FPA-SC-13 Guidelines. Owner understands that suitable evidence must be in the form of a licensed engineer report accompanied by a foundation repair plan from said engineer provided at cost of the owner. Owner agrees that a warranty claim must be submitted to Contractor for a claim to be processed. Before any adjustments are made under warranty Level Check Foundation Repair reserves the right for the owner to provide a passing plumbing test report within 60 days of the inspection at the cost of the home owner.

This warranty may be transferred to subsequent Owners of the property if the following provisions are met. In order for the transfer to be effective, written notice must be furnished, a fee of \$250.00 paid and top copy of the settlement statement provided to the Contractor within sixty (60) days of closing of sale by Owner, by mail. Level Check Foundation Repair reserves the right to inspect property before a transfer is finalized. This warranty remains in effect so long as the following provisions are satisfied: (1) Structure has not been altered or additions made to it without prior written approval of the Contractor, (2) The structure has not suffered fire, flood, storm damage or other acts of God 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, (3) The structure is not located on an active fault, (4) There is no repair work done to/or near any of our piers by any other company. (5) Homeowner maintains drainage issues and tree roots from affecting foundation performance, (6) The payment conditions of the agreement are met, (7) Proper warranty transfer procedure is followed.

Contractor agrees, upon receipt of final payment, to release said work and property from any and all claims. Should Owner fail to promptly release final payment to Contractor upon completion, then Owner agrees to all reasonable cost incurred by Contractor as a result of any collection attempts.

This agreement shall become binding only upon the execution of same by Owner and an Officer or duly appointed representative of Contractor, and same shall constitute the entire contract between the parties. Any subsequent amendment, modification, or agreement which operates to alter this contract, and which is signed or initialed by Owner and Contractor or representative of Contractor, shall be deemed a part of this contract and shall be controlling in case of conflict to the extent that it alters this contract, no oral representative thereof can change or modify this agreement.

Payment of the contract sum may be secured by Mechanics and Materialman's lien under the Hardenman Act, and other relevant statues should payment be in default.

**For transfer to be effective must follow transfer procedure as described within this warranty. Failure to follow ALL transfer procedures will VOID the warranty with no reinstatement.**

