



Guatex

Foundation & Structural Solutions

Office 281-571-6784 e-mail- pro95guatex@gmail.com

www.guatexfoundationsolutions.com

13425 Peoria St. Houston, Tx. 77015

AGREEMENT

Date: 05/1/2023

GUATEX called the contractor, and Alan Alvarez 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 10014 Old Towne In, Sugar Land TX 77498
City State Zip

Telephone 281-543-8687

Email Address alan@rightwayhomesolutions.com

Recommended Repair Method & Associated Warranty:

Pilings: 0 Exterior: 26 Interior: 14

Lifetime Warranty (Transferable No Service Charge)

Other: _____

Total cost to the owner for the heretofore described work is \$ 5,500 of which \$ 2,750 due upon acceptance of contract, \$ 0 when work begins, and \$ 2,750 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 replaces, but contractor does not guarantee nor are we responsible for continued longevity.
- Contractor will repair any damage to water or 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 support 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.
- 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 redecorating, repairing, electrical work, waterproofing or the replacement of any materials not specified in this agreement.
- 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 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 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 and inconsistency exists between this arbitration agreement and such stated by any court having jurisdiction and in accordance with the practice of such court.
- MOLD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that the 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 and causes of action including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism. Organic and inorganic contaminant including, but not limited to, mold, mildew, yeast, allergens, fungus, infectious agents, dry rot or wet, lead or rust occurring I 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 Owner to these provisions.

- 1) If concrete at necessary breakout locations is discovered to be greater than 5 inches in depth, additional charge, dependent upon thickness will apply.
- 2) Grade beams encountered that are greater than 2 feet in depth, will be subject to additional charge, dependent on actual depth.
- 3) Proposed pier price is based on driven depth limit of 20 feet. If depth exceeds 20 feet to achieve point of refusal, an additional charge of \$ 3. dollars per foot will apply.
- 4) Areas requiring adjustment discovered to not have an existing grade beam, will require a steel reinforcement plate, and will incur additional charge of \$ 25. each.

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 CINRCUMSTANCES DE WARRANTY BECOMES INVALID

GUATEX

Owner