

10/24/2023

Karen Houston Stopnicki

Re: 532 E Castle Harbor

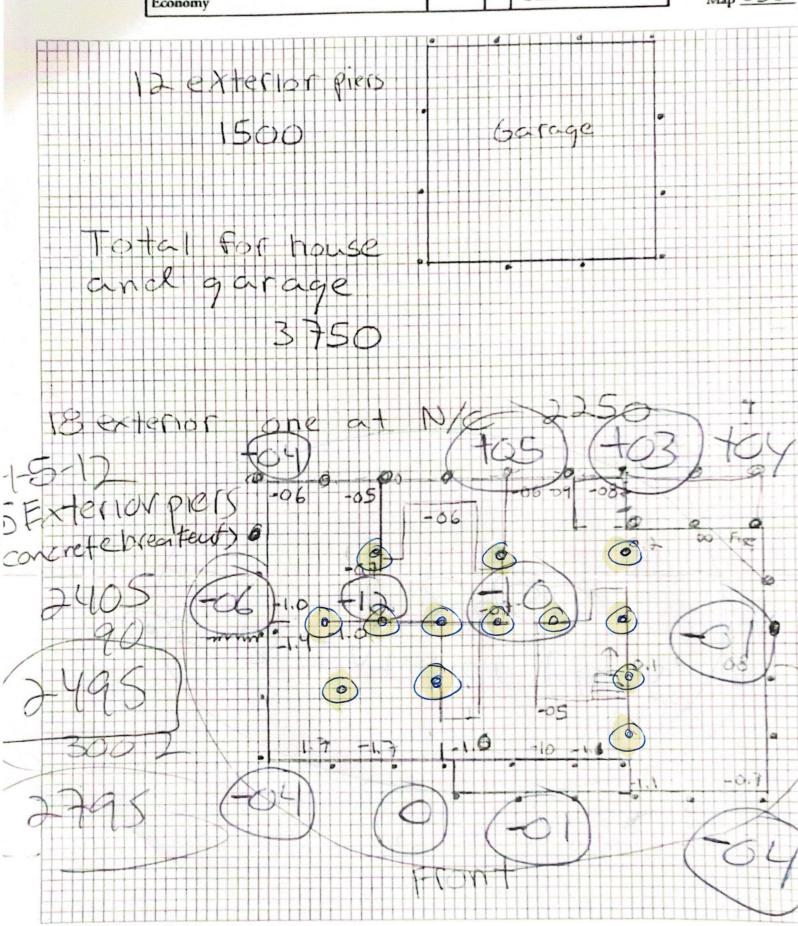
Scope of Work Completed: Install 13 Interior Piers

**Amount Due: 8450.00** 

Price Reflects 3% Cash Discount

HFC Pile	6" 8" 10" 12"	Stories 1 (1.5 2	
Commercial Pile	65 8" 10" 12"	WF BY BV/WF	
Economy		Other	

Мар 656



## #843

### AFF Honesty Foundation, LLC Contract

### A. Specifications

- 1. The material used in the installation of the pre-cast piling shall be 4000 psi at 28 days.
- 2. Pilings will be installed at the location and in the manner specified by Contractor (Honesty Foundation) or the Engineer
- 3. Pilings will be driven hydraulically to the depth necessary to develop skin friction to lift the foundation
- 4. After the pilings have attained the depth and developed the necessary friction to support the structure a pre-cast concrete cap will be installed and the jacking or raising continued until the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.

### **B.** General Conditions

- 1. Exterior piles through concrete are bid to be installed by breaking and re-patching concrete only. Double thick/layer concrete will be charged double and contractor will not be responsible for color matching
- 2. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as practically possible.
- 3. The stabilization or stopping of foundation movement can and may reverse the damage already done to the foundation and structure can and may cause or create new damage by movement or lack of movement.
- 4. If after work has begun it is discovered that the foundation has been constructed of substandard materials 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.
- 5. The Contractor has no obligation to repair or replace any damage where it is exposed, concealed or buried to the structure, plumbing, electrical wiring, furniture, fixtures, or personal property without regard to when or where said damage occurs. Pipes which break during the leveling process are the homeowners responsibility.
- 6. If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation and extra charge of 125.00 each will be charged.
- 7. Contractor will take extreme care in remove and replanting of plants and shrubs, however Contractor does not guarantee longevity and cannot be held responsible for landscaping of yard.
- 8. No additional charges will be made without written approval signed by all parties to this agreement
- 9. Owner is responsible for clearly marking existence of sprinkler systems, and plumbing such as septic tanks, plumbing and water wells.
- 10. Owner is responsible for supplying electricity and water. If utilities are not on contractor will rent generator at 100.00 per day to be added to quoted price.
- 11. If interior piers are needed where no beam is present a steel plate may be required in order to successfully complete the leveling process, a \$30.00 steel plate fee will be incurred in addition to the cost of the interior piers for each steel plate needed. If interior piers are needed in a location where no beam is available we will not be able to drive to the same maximum depth due to possible structural damage, therefore we cannot offer a lifetime warranty on any interior piers in a location with no available beam.

- 12. A minimum driving depth of 8' must be obtained, if driving depth is shallower than 8' then no lifetime warranty applies.
- 13. Quoted pier price is based upon pilings being drilled up to a 20 foot depth, if driving depth exceeds 20' there will be a surcharge of \$2.50 per foot to cover the cost of additional required cylinders.
- 14. When interior pilings are included in the repair plan, contactor will break through and patch concrete, but is not responsible for repairs or replacement of floor coverings
- 15. Customer must understand that as job progresses unforeseen variables can change the scope of work. Scope of work as well as price may need to be adjusted.

Specia	l Conditions:

### D. Warranty

It is the intention of the Contractor to stabilize the differential settlement of that portion of the foundation underpinned by Honesty Foundation per this contract. If future settlement occurs in excess of 1" and can be corrected by adjusting existing piles, adjustments will be performed at no expense 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, water leaks do void warranty.

This warranty shall be null and void if:

- 1. The structure suffered fire, flood, storm damage to any major structural degree. The intent of the exclusions to cover only those conditions where the velocity of water has caused significant undercutting and scoring under and around the piling system.
- 2. The structure is sited on a fault
- 3. The foundation is undermined by soil slumping, plumbing leaks, or eroding
- 4. Flooding voids warranty
- 5. Warranty does not cover soil expansion or heaving

In the event that the Contractor and the Owner can not agree that the settlement in the foundation has been controlled in that portion of the foundation underpinned by Honesty 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 shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the Texas General Arbitration Act and in accordance with this arbitration agreement and the construction of the arbitration rules of the AAA. All costs shall be divided equally among parties.

### E. Assignment

This agreement is assignable by the Owner of this contract if the contractor is notified within 30 days after the sale of the premises by the Owner of this contract and after receipt of 100.00 transfer fee payable to the contractor. Lifetime transferable warranty is limited to one transfer with applicable fee. If house is sold multiple times warranty is no longer applicable. Repossession by a lien holder gives the right to assign this contract if the lien holder complies with the 30 day notice and the 100.00 transfer fee requirements and if all other contract stipulations have been met. IF THIS AGREEMENT IS NOT PROPERLY AND TIMELY MADE THIS WARRANTY IS VOID.

Payment of, \$ is required to be paid as follows: One half (1/2							
	2) is						
due at time work begins. Balance is due on the day of completion.							
Owner has chosen to modify recommended repair plan, suggested plan and modifications are	to						
be stated here 532 caste tarbox							
Owner initials:							
This written agreement is the total agreement by and between Honesty Foundation and Owne	r						
No oral representation made by anyone can change or modify this agreement							
The above prices, specifications, and conditions are satisfactory and are hereby accepted. Yo are authorized to perform the work specified. Payment will be made as stated above.	u						
Contractor: Honesty Foundation, Joe Winter Owner: (Print Name)							
Signature: Signature:							
Dates: Date:							

# PRESSURE PILE LIFETIME FOUNDATION WARRANTY

Certificate # OO DO

This certifies that homeowners

Moneta Howstor

have used the Pressure Pile system of foundation repair.

transferable to any and all future owners of this home, provided no major structural If any adjustments are required during the life of this home due to settling, our previously underpinned without cost to the owner. This warranty is completely company or another designated Pressure Pile contractor will re-raise all areas changes have been made, and applies only to Pressure Pile installations.

# Joe Winter Honesty Foundation Company

Company Officer Signature: 166 July

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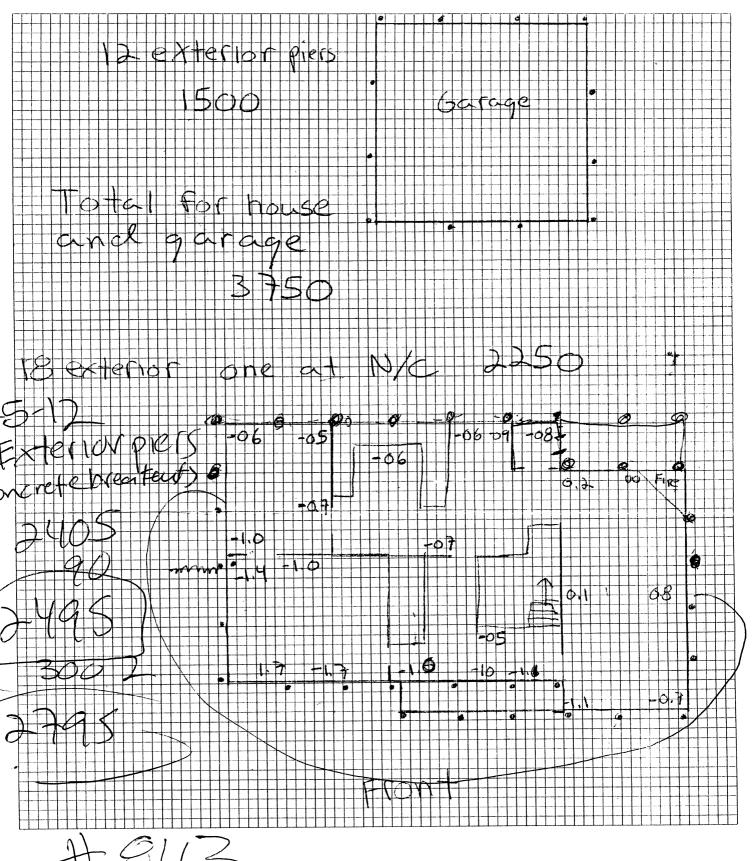
# Joe Winter HONESTY FOUNDATION CO.

1705 Todville Road, Seabrook, TX 77586 • (281) 989-4219												
This agreement is made and entered into this day of, A.D. 20 by and between and State of Texas, Party of the First Part, hereinafter termed Owner, and Honesty Foundation Co, Party of the Second Part, hereinafter termed Contractor.												
In exchange for the Owner's promise and agreements described below, the Contractor agrees to do the following: Under pin and raise sections of the home as shown in the drawing below as near the original grade as practically possible on the foundation of the structure known locally as 532 E castel Harbor in the city of Freinds wood.  State of Texas, Zip Code 77546												
							281 482 8689 Work# Estimator's Name					
									Price Reflects 39	% Cash Disco	ount	
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	Commercial Pile	6 8" 10" 12"		WF BV BV/WF								
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### Price Reflects 3% Cash Discount

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Commercial Pile	<b>6</b> 8" 10" 12"	WF BV BV/WF
Economy		Other

Map <u>656</u> T



#843 IS Exterior Piers #2795