

**TWO BROTHERS FOUNDATION REPAIR, LLC
AGREEMENT**
2929 Allen Parkway #200 • Houston, TX 77019

STATE OF TEXAS; COUNTY OF HARRIS

WITNESSETH


This agreement is made and entered into by and between Two Brothers Foundation Repair, LLC, of the City of Houston, County of Harris and the State of Texas, "Company" and "Owner," the parties listed below:

Please print ALEXANDRA WEST MONTGOMERY (owner #1) and

Please print MILTON WEST (owner #2)

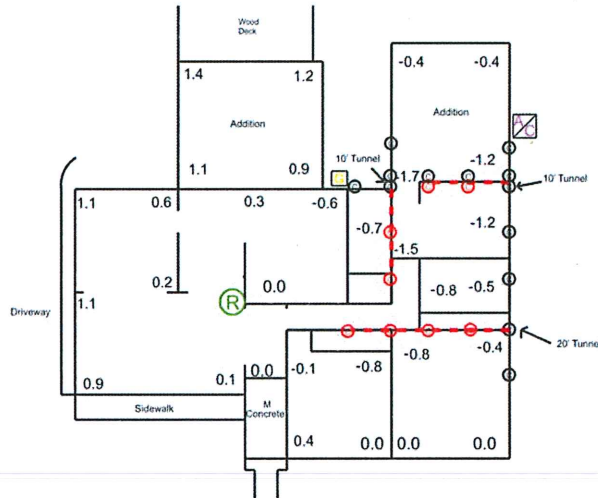
In exchange for the Owner's promises and agreements described below and in accordance with the General and Miscellaneous Conditions and Warranties attached and made part of this agreement, Company agrees to do the following on the foundation of the structure known as:

Street 4614 Ingersoll St
City Houston State TX Zip 77027

Drawing NOT to scale and for the purpose of showing the general location of work only!  = pilings with a concrete breakout



21 Total Pilings
40FT of Tunneling
or
8 Interior Breakouts



John.durfey@sir.com

LIFETIME WARRANTY WORK

Underpin and raise sections of the structure to as near the original grade as practically possible as shown on the drawing made part of this agreement using 21 concrete pilings.

Install N/A support pads
Tunnel 40 ft. or 8 Interior Breakouts
Perform a pre plumbing test = Yes / (No)
Cut through N/A existing piers
Other work N/A

Company Provide Engineer's report & sign-off letter = (Yes) / No
Homeowner Perform a post plumbing test = (Yes) / No
Drainage work N/A
Other work Backfill, Clean and Haul Debris

BID TOTAL IS FOR \$ 17,995.00 or 10,995.00 ** and is good for 90 days from this Date 03/28/2024
Payment terms are ½ due on the day work starts and ½ is due on the day work is done.

WHITE - FILE YELLOW - CUSTOMER

LIFETIME WARRANTY

It is the intention of the Company to permanently stabilize the settlement of that portion of the foundation covered by this contract within one (1) part in two hundred forty (240) parts for the life of the structure that it supports. (1st settlement in 20' horizontal span or 1/4 inch in a 5 foot horizontal span). This warranty applies to ONLY the work performed by COMPANY described as LIFETIME WARRANTY WORK under the terms, provisions and conditions of this contract.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Full payment is not made within 30 days of completion of the work as specified on the front of this agreement.
2. An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of Company, when such changes would affect loads on the foundation.
3. The structure is sited on a fault, or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (e.g. soil slumping, eroding, plumbing leaks, creek beds, excavations, etc...).

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as close to original horizontal position as possible. The house will be lifted until, in the sole opinion of the Company, further raising will produce or create unacceptable damage to the foundation or structure.
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 cause or create new damage by movement or lack of movement.
3. The Company has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood, or other decks, spas or personal property without regard to when or where said damage occurs. If damage occurs due to negligence of the Company, Company is obligated to make repairs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work starts. We will transplant shrubbery at the point of installation but we cannot guarantee that it survives.
4. If spread footings, builders and/or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of \$75.00 will be due for each builder's or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation has been constructed of substandard materials or lacks the structural strength necessary to properly transfer the load imposed by underpinning, there can be an adjustment in the contract price.
6. Owner shall supply Company with water and electricity at owner's expense. Company must have access to the breaker box at all times and must enter the property at the time it is leveled and/or pressure grouted.

ARBITRATION OF DISPUTES

In the event that the Owner and Company cannot agree that the movement in the foundation has been controlled and settlement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration. Each party shall select one (1) arbitrator who shall be a Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession. If the 2 selected engineers cannot reach agreement, then an Arbitrator of like qualification shall be selected by the American Arbitration Association, or any successor thereto, on application of either party. Arbitration shall be conducted in accordance with the rules prevailing of the American Arbitration Association, or any successor thereto.

TRANSFER OF WARRANTY

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than thirty (30) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **ASSIGNMENT MUST BE PROPERLY MADE WITHIN THIRTY (30) DAYS AFTER TRANSFER OF TITLE OTHERWISE THIS WARRANTY IS NULL AND VOID.**

To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for \$200.00 (or the current transfer fee) to the address stated below.

TERMINATION

The COMPANY may terminate this warranty at any time by paying to the current owner an amount equal to the total payments made under the original contract.

NOTICES

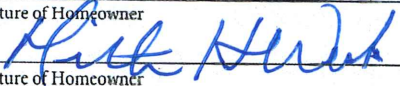
Direct notices to Two Brothers Foundation Repair, LLC, located at 2929 Allen Parkway, #200 Houston, TX 77019, Phone: (832) 710-6957, E-mail: Aaron@twobrothersfoundationrepair.com.

MISCELLANEOUS

In the event it is necessary to file suit for the enforcement of this contract, suit shall be brought in Harris County, Texas. If it is necessary to take action or collect the monies due under this contract or to file suit, the non prevailing party agrees to pay all of the prevailing party's reasonable costs of collecting or securing the monies due pursuant to this contract, including costs actually incurred for filing and releasing mechanics and material men's liens and reasonable attorney's fee. All amounts due under this contract that are not paid when due will bear interest at the lower of the maximum rate permitted by law or 18% per annum from the time at which such amounts become due. Past due amounts will be applied first to accrued interest, then to costs and expenses and then to the contract price.

No changes to this document will be valid unless approved in writing by both parties.

This written agreement is the total agreement by and between Owner and Two Brothers Foundation Repair, LLC. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment terms are 1/3 due on the date work starts and 2/3 is due on the day work is completed.

Signature of Homeowner _____ and _____ Date _____
 _____ and 4/08/24 _____
 Signature of Homeowner _____ Date _____

All Titled Owners must sign this contract. Kindly scan and e-mail or mail the Yellow copy to address listed in "NOTICES." When you are ready for Two Brothers Foundation Repair to commence with repairs, call us to schedule a starting date - (832) 710-6957.