

**FOR
INFORMATION
ONLY :
COMPANY NO
LONGER IN
BUSINESS**

BELLAIRE FOUNDATION REPAIR CO. OF TEXAS, INC.

911 Bunker Hill, Suite 280, Houston, TX 77024
713 728-0866 • Fax 713 973-9644

*Carolyn
Plz send me
a copy.*

FOUNDATION REPAIR CONTRACT

STATE OF TEXAS
COUNTY OF HARRIS

This agreement is made and entered into this 29th day of April A. D. 19 98 by and between MR GARY LEVIN of the County of HARRIS and the State of Texas, hereinafter termed Owner, and Bellaire Foundation Repair Co. of the City of Houston, County of Harris, and the State of Texas, hereinafter termed Contractor.

WITNESSETH:

In exchange for the Owner's promises and agreements described below, the Contractor agrees to do the following:

Underpin and raise sections of the structure as shown in the attached drawing to as near the original grade as practically possible using ELEVEN EXTERIOR pilings on the foundation of the structure known locally as 5821 WILLOWBEND in the City of HOUSTON State of Texas, Zip Code 77096, more fully described as **Lot Number** _____, **Block Number** _____ in the **Subdivision**.

In accordance with the Specifications, General and Special Conditions and Guarantees attached and made part of this agreement.

A. SPECIFICATIONS

1. The material used in the installation of the precast piling shall be a minimum of 3000 psi at 28 day test concrete.
2. Pilings will be installed at the location and in the manner specified by the Contractor.
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 precast concrete cap will be installed. The jacking or raising will be continued until the foundation is as near level as practically possible, or in the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.

B. GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original elevation as possible.
2. The stabilization or stopping of foundation movement 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 Contractor 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, furniture, fixtures, furnishings, or personal property without regard to when or where said damage occurs. If damage occurs due to negligence of the contractor, he is obligated to make proper repairs.
4. If builders piers are discovered after work has begun and it is necessary to cut them loose from the foundation, an extra fee of \$75.00 per pier will be charged.
5. 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.

C. SPECIAL CONDITIONS

None.

D. GUARANTEE

It is the intention of the Contractor to permanently stabilize the settlement of that part of the foundation covered by this contract within one (1) part in three hundred sixty (360) parts for structure that it supports (1 inch settlement in 30 foot horizontal span).

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT THE LOADS ON THE FOUNDATION WITHOUT THE PRIOR WRITTEN APPROVAL OF BELLAIRE FOUNDATION REPAIR CO. OF TEXAS, INC.
2. THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGE 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 SITED ON A FAULT.
4. UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE FROM THE FOUNDATION WHICH IS EQUAL TO OR LESS THAN THEIR DEPTH.
5. THE FOUNDATION IS UNDERMINED (i.e. soil slumping, erosion, creek beds, excavations, etc.)

If settlement in excess of the above tolerance is found, the work will be adjusted at no expense to the Owner of the structure so long as all provisions of this contract are met.

If the Owner has not received the written warranty within 90 days after completion of the repairs, he should immediately contact Bellaire Foundation Repair Co. of Texas, Inc., 911 Bunker Hill, Suite 280, Houston, TX 77024 Telephone 713 728-0866, FAX 713 973-9644.

IN THE EVENT THAT THE CONTRACTOR AND THE OWNER CANNOT AGREE THAT THE SETTLEMENT IN THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN THE TOLERANCES SPECIFIED ABOVE, THE OWNER MAY RETAIN A REGISTERED PROFESSIONAL CIVIL ENGINEER OF TEXAS, ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS PROFESSION, AND KNOWLEDGEABLE IN SOILS AND FOUNDATIONS IN THE AREA, WHO IS ACCEPTABLE TO THE CONTRACTOR, AT THE SOLE EXPENSE OF THE OWNER, TO ACT AS AN ARBITRATOR TO EFFECT A BINDING AGREEMENT BETWEEN THE PARTIES.

E. ASSIGNMENT

This agreement is assignable by the Owner of this contract if Bellaire Foundation Repair Co. of Texas, Inc. is notified within thirty (30) days after the sale of the premises by the Owner of this contract and a transfer fee of \$100.00, or such other amount as Bellaire Foundation Repair Co. of Texas, Inc. may reasonably require, is paid with the said notification. A repossession by a lien holder gives the right to assign this contract if the lien holder complies with the thirty (30) day notice and transfer fee requirements. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THIS GUARANTEE IS VOID.

F. PAYMENT

Payment of TWENTY FIVE HUNDRED EIGHTY FIVE — \$ 2585⁰⁰ is required to be paid as follows: **One-half (1/2) is due at the time work begins. Balance is due upon completion.**

In the event it is necessary to file suit for the enforcement of this contract, suit shall be brought in Harris County, Texas and Owner agrees to pay all costs of collecting or securing, or attempting to collect or secure the monies due pursuant to this contract, including a reasonable attorney's fee and court costs.

This written agreement is the total agreement by and between Owner and Contractor.

BELLAIRE FOUNDATION REPAIR CO. OF TEXAS, INC.

By: Carol Price Date: 4-29-98

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be as stated above.

Owner: [Signature]
Date: 4-30-98

Owner _____
Date _____

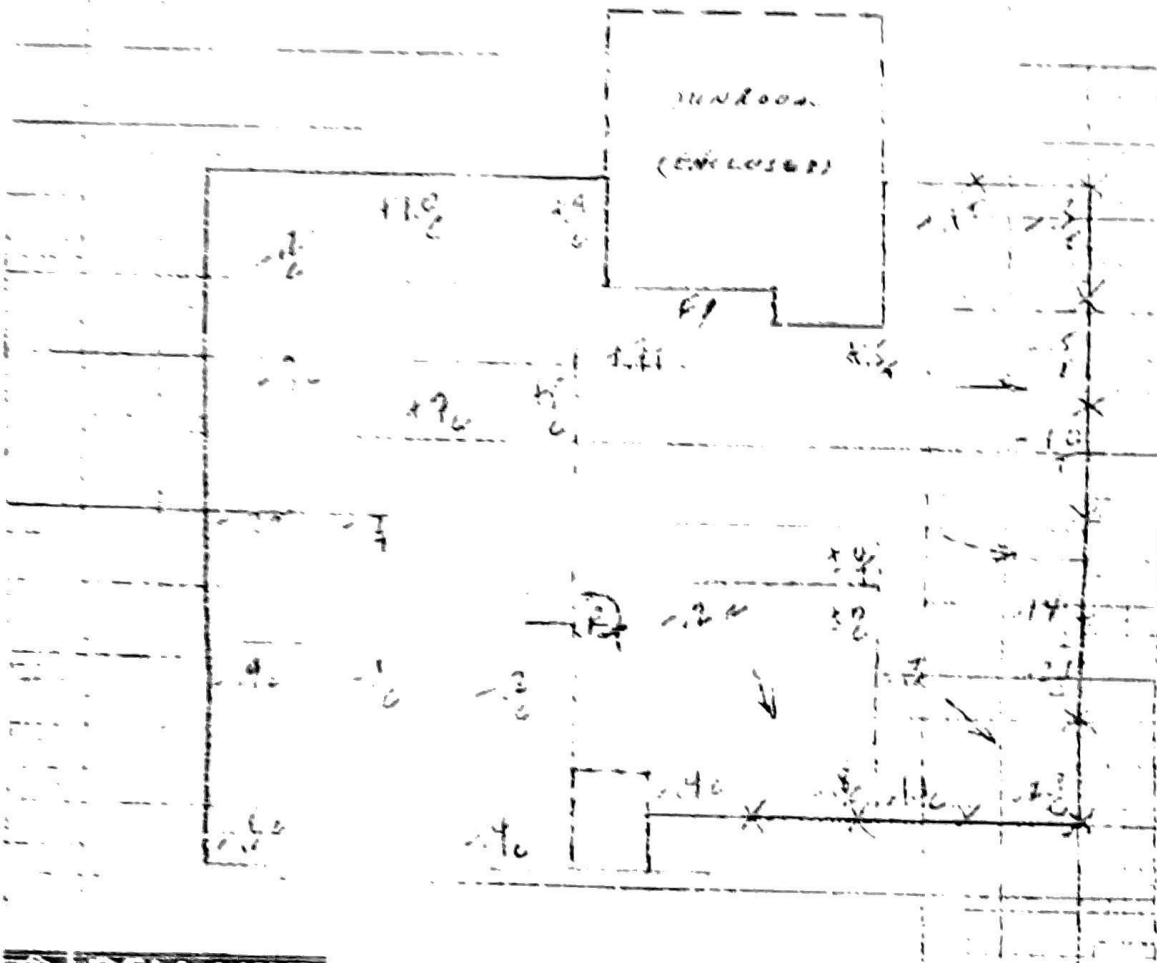
IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. Special Attn: SEE LIST OF SUBCONTRACTORS, VENDORS, SUPPLIERS ATTACHED. v.101597**

Client: 2000 LEPIN
 Address: 2000 LEPIN
 City: LAGUNA
 State: CA
 Project: 2000 LEPIN
 Date: 4-27-78
 Legend:
 □ Slab ○ Piling
 ○ (with dot) Existing Pier
 W/W Crack
 ⊕ Reference Point
 Downslope
 Slope



David Griffin, P.E., M.D.
 May 1978

x-11 exterior piling 25ft



Gary Levin
5821 Willowbend
Houston, TX 77096

Certificate No: 000599-052698

Date: May 26, 1998


Foundation Repair Warranty

Bellaire Foundation Repair Co. of Texas, Inc. warrants to the above named that should settlement in excess of One (1) inch in Thirty (30) horizontal feet (1" in 30') occur where PermaPile® pilings are installed as shown on the repair contract for the property above, re-leveling and/or piling adjustment(s) will be done at no additional cost to the owner, so long as all of the provisions of the contract are met.

In the event change of ownership of this property occurs, assignment and transfer of this warranty to a new owner must be accomplished within thirty (30) days of the transfer of title. Mail this certificate with a copy of your warranty deed and/or closing statement along with a check or money order for \$100.00 transfer fee to the address shown below. **SHOULD ASSIGNMENT NOT BE PROPERLY MADE, THIS WARRANTY IS NULL AND VOID.**

Bellaire Foundation Repair Co. of Texas, Inc.

911 Bunker Hill, Suite 280, Houston, TX 77024
713 728-0866 • Fax 713 973-9644

By: 

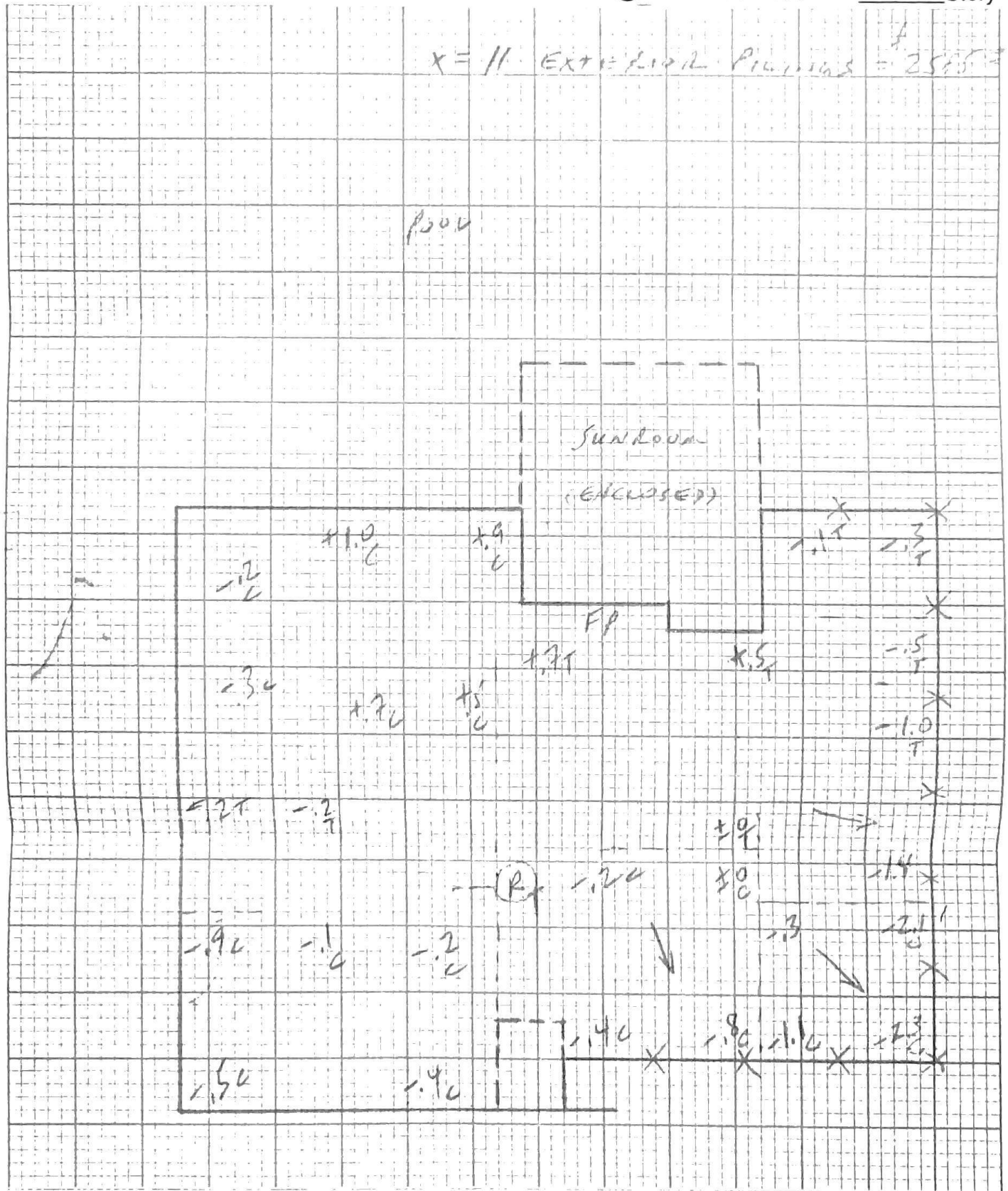
President Date: 7/23/98

Client GARY LEVIN
 Address 5821 WILLOWBEND
HT 77096
 Key Map _____ Xst. E. OF HILL CREST
 Phone (H) 726-1505 (W) _____

LEGEND

- ☐ Slab ⊗ Piling
- ☐ P&B ● Existing Pier
- ⚡ Crack
- Ⓜ Reference Point

Date 4-24-78
 1" approx. = 10'
 Bk Siding
 ↘ Downslope
 / Story



BELLAIRE
 FOUNDATION REPAIR

May 4, 1998

Mr. Gary Levin
5821 Willowbend
Houston, TX 77096

Dear Mr. Levin:

Thank you for choosing Bellaire Foundation Repair for the work required on your home.
Enclosed is a copy of the contract for your files.

As discussed with Chuck Price, we have your job tentatively scheduled for the week of June 1st.
As we move closer to the start date, we will call you with the exact day and time to expect our
crew. In the meantime, if you have any questions, don't hesitate to give us a call.

Thanks again.

Sincerely,

Bellaire Foundation Repair Co. of Texas, Inc.



By: Dave Lucas, President
DL:cga
Enclosure