

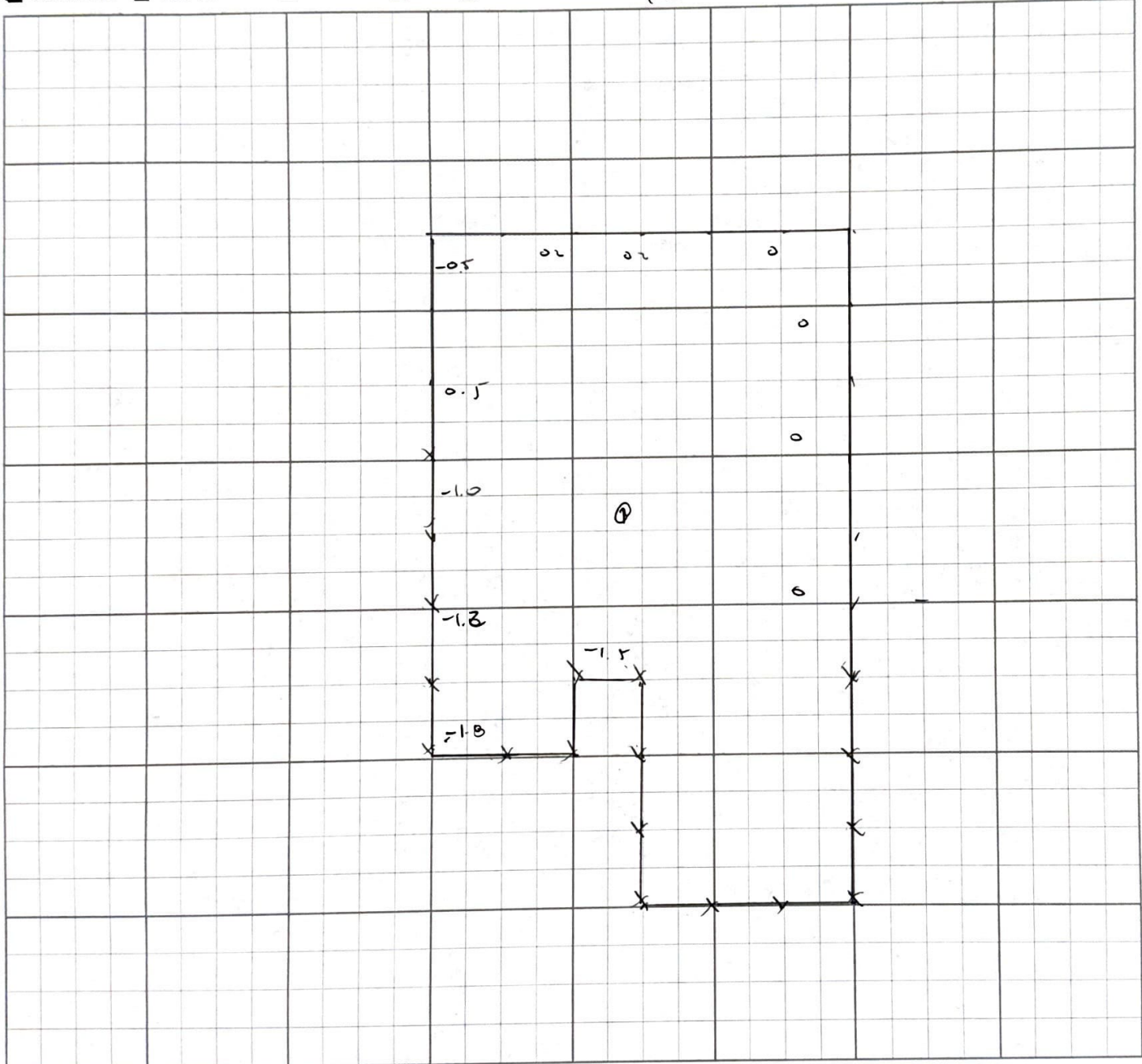


Ph. 281-479-5247
crackedslab.com

DATE 6-4-24 REP Luis CASTILLO
 NAME Saad Amin
 ADDRESS 405 - Sun River Lane
 CITY Dickinson TX ZIP 75769
 CELL 216-972-6800 WRK _____
 EMAIL Saad_amin@hotmail.com
 JOB COST \$ 5400 PAYMENT CHECK
 CREDIT CARD FINANCING OTHER
 Tech # 8322761622

STRUCTURE DETAIL ADDENDUM A

- BRICK WOODFRAME SIDING
- SLAB BLOCK/BASE PIER/BEAM
- 1 STORY 2 STORY DUPLEX OTHER
- OCCUPIED VACANT UTILITIES YES NO



- NEW WORK WARRANTY
- PILINGS EXTERIOR 10 INTERIOR _____
- INTERIOR PILES THRU SLAB _____ BREAKOUTS 6-10
- INTERIOR PILES TUNNELING _____ ACCESS HOLES _____ TUNNELING _____
- PLUMBING FULL REROUTE PARTIAL REROUTE ROOT BARRIER
- DETAILS OR DESCRIPTION _____

90 DLY \$ 8100
 30 DAY \$ 7200
 ASAP \$ 5400



ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

DATE: 6-4-24

RECOMMENDED REPAIR PLAN (SEE ADDENDUM A)

NEW WORK WARRANTY

PILINGS EXTERIOR 13 INTERIOR _____

INTERIOR PILINGS THRU SLAB _____

INTERIOR PILINGS THRU TUNNELS _____

LENGTH OF TUNNELS _____

ADJUSTMENTS _____

NAME Saad Amin

STREET 405 Sun River Ln

CITY Dickinson Tx ZIP _____

CELL (214) 972 6890 WK _____

EMAIL _____

SPECIAL PROVISIONS _____

Allied Foundation Specialist, Inc. ("Allied") enters into this agreement on this 4 day of June, 2024 with Owner to provide labor, equipment, and/or materials for the work described on the attached Addendum "A" to the foundation of the property located at: _____ (the "Residence").

Any work to be performed beyond the scope of the work must be in writing and signed by Owner and Allied. The agreed estimated price for the work is \$ 5400. Owner agrees to pay the agreed price as follows: \$ _____ at the time work begins and \$ 5400 upon completion.

This proposal is void after 60 days and is subject to re-inspection.

REPRESENTATIONS
Owner represents that he/she is the legal owner of the herein above described residence (the "Residence") Owner represents that Owner has the legal authority to enter into this agreement.

- SCOPE OF THE WORK**
- The Scope of the Work is set forth in the attached Addendum A. All work will be completed in substantial accordance with the Scope of the Work. The Scope of the Work is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas related with the foundation or Residence. A long term plan for providing ideal soil moisture conditions must be maintained, including **maintaining positive drainage away from the foundation with proper grading, controlling large tree root growth, and maintaining a functional sewer system that is not leaking under the foundation. Plumbing leaks under the slab can and will result in foundation repair work to fail.**
 - The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may create new damages by movement or lack of movement. In performing the foundation repair, the foundation will need to be adjusted to return the foundation to a feasible level. **The movement of the foundation frequently causes cracks, separation, and other damages to the structure, both, the interior and the exterior, which cannot be avoided. By signing this agreement, the Owner represents and warrants that they understand that such items could occur and that the Owner will hold Allied harmless and indemnify Allied if any claims are brought against Allied relating to such items, and that these damages are the sole responsibility of the Owner.**
 - When interior pilings are included in the repair plan, the contractor will break through floors and patch concrete. Interior and exterior concrete breakouts through and around the slab including driveways, walks, and porches will be replaced with concrete. The concrete patches will not match in color due to the age of the concrete. The home owner is responsible for sealing the concrete to prevent moisture from seeping in. **Allied is not liable for the repair and replacement of all floor coverings, such as, tile, wood, laminate, carpet, etc. In the future, interior adjustments that can and may be required by tunneling to access the interior pilings will be an extra cost to the home owner. To excavate and backfill tunnels will be determined at \$100 per linear foot.**
 - Owners Responsibilities:** If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed. Owner agrees to give written notice to Allied identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the work to be performed. You agree to facilitate the location of underground/ overhead utility lines, identify your property lines, ensure that construction areas are free of pre-existing hazards, to grant Allied access to construction areas during working hours, and to keep unattended minors and pets out of the construction areas at all times while the work is in progress. **Allied will call the proper agency for the utility lines to be located. Any line not properly located is not the responsibility of Allied. Owner is responsible for clearly marking existence of sprinkler systems, septic, electrical, water wells, phone, or data that is not part of the main service line to the structure.**
 - Owner agrees to furnish** all necessary water and electricity during times work is being performed. **Allied has no obligation to repair or to replace any pre-existing damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings, or personal property absolutely and regardless of when or where said damages occurs.** If damage occurs due to Allied's negligence, Allied is obligated to make adequate repairs that make the Owner whole again, not new replacement, nor new construction.
 - Plumbing:** Owner is responsible for water and gas lines unless damages to same are directly caused by Allied digging into a pipe. **Pre-existing plumbing of any kind, deteriorated pipes, and any broken plumbing caused by lifting and leveling of the foundation are the home owners' responsibility to repair in a timely manner without regard to when or where said damage occurs. Drain lines of any kind PVC, ABS or cast iron under the foundation must be free of cracks and breaks to avoid sewer leaks damaging the foundation and foundation repair work.**
 - Incidentals:** It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, tile, brick and mortar, stucco, roofing, windows, doors, door frames, driveways, sidewalks, attached porches or other rigid materials may very likely crack, bulge, pull apart, tear, break, skew, stick, stretch and wrinkle, loose exterior walls, broken brick ties are an absolute exemption to our foundation repair work. Our company excepts no liability for termite shield barriers disturbance during excavation. Therefore, Allied will not be liable for, and the above estimated work does not include, redecorating, repairing, electrical work, or replacement of any materials not specified in this contract. **Any such damages or repairs are the sole responsibility and liability of Owner. Allied does not guarantee the survivability of any plants or shrubs removed during excavation and cannot be held responsible for landscaping of the yard.**
 - Insurance:** Allied Foundation maintains liability insurance and worker's compensation for customer's protection.

LIMITED LIFETIME TRANSFERABLE WARRANTY
A. ALLIED ISSUES A LIMITED LIFETIME TRANSFERABLE WARRANTY FOR WORK PERFORMED. IF FUTURE SETTLEMENT OCCURS AND CAN BE CORRECTED BY ADJUSTING ALLIED'S EXISTING PILINGS, ADJUSTMENTS WILL BE PERFORMED AT NO COST 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 the home owner's responsibility that all plumbing be tested after foundation repair is completed. Unattended sewer leaks under the foundation void the foundation repair warranty.**



ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

THE WARRANTY IS SUBJECT TO THE CONDITIONS AND LIMITATIONS CONTAINED THEREIN. There is no warranty given unless all amounts are paid in full when due and owing. This includes any amounts that may be due and owing under any supplement, addition, or modification of this contract. The lifetime fully transferable warranty shall be null and void under any of the following conditions:

- I. IF THE STRUCTURE SUFFERS EARTHQUAKE, FIRE, FLOOD OR STORM DAMAGES TO A SUBSTANTIAL DEGREE WHICH WOULD AFFECT LOADS ON THE FOUNDATION.
- II. IF THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON THE FOUNDATION OR ALTER ACCESS TO LOCATIONS OF ORIGINAL PILING INSTALLATION, WITHOUT PRIOR WRITTEN APPROVAL OF ALLIED.
- III. IF THE FOUNDATION HAS BEEN CONSTRUCTED OF SUBSTANDARD MATERIAL 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 WARRANTY. ALLIED WILL NOTIFY OWNER IF THESE CONDITIONS EXIST AS SOON AS PRACTICABLE.
- IV. THERE IS NO WARRANTY FOR ANY PART OF THE FOUNDATION WHERE PILINGS HAVE NOT BEEN INSTALLED BY ALLIED.

B. ALLIED DOES NOT WARRANT ANY PART OF THE FOUNDATION NOT ADDRESSED BY ALLIED OR PRESENTS AS NORMAL (LEVEL), OWNER ACCEPTS THOSE PARTS OF THE FOUNDATION AS IS AND ALLIED DOES NOT WARRANT ITS FUTURE VIABILITY. Any adjustment pursuant to warranty will be made to only the area of the repair outlined by this contract at no expense to the owner of the structure so long as all provisions of the agreement are met. Any interior pilings installed by way of tunneling will be adjusted at a cost of \$100 per linear foot for excavation and backfill only. There is no warranty for voids in tunnels backfilled by hand under the foundation. In the event of dirt settling, mud pumping can and may be required at an additional cost to the home owner.

C. MOLD, LEAD OR OTHER CONTAMINANTS

Allied and Owner expressly agree that Allied and its employees, officers, directors, shareholders, affiliates, and agents shall not be liable for damages or costs of any type and Owner shall hold harmless and indemnify Allied from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic containment including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any ways as a result of the services provided and work performed. Allied is not responsible for water intrusion from patched concrete or any portion of the slab. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before door coverings are replaced. Allied does not seal patched concrete breakouts.

D. CHANGES AND CHANGE ORDERS

Allied may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the scope of work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require Owner and Allied to first sign a written Change Order that will become part of this agreement. Any Change Order must be clear in Scope and specify any additional payment that may be required. Following discover previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Allied may immediately ask for a Change Order or discontinue installations and terminate this Agreement without further obligations to you. If Owner does not agree to the changes and costs outlined in the Change Order, Allied may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and Warranty shall be void. If an Engineer or third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

E. LIMITS OF LIABILITY

Owner agrees, to the fullest extent permitted by law, that Allied's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Allied on this project. Such claims and causes include, but are not limited to negligence, strict liability, and breach of contract or warranty. Allied shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Allied's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in this agreement. If it is determined that damage was caused by Allied's negligence, Allied's liability is limited to making adequate repairs. Allied shall not be liable for the cost of new replacement or new construction. Both Owner and Allied hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Allied or authorized services provider to this agreement. To the extent Owner's state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION

In the event that Allied and the Owner cannot agree that the settlement has been controlled in the portion of the foundation underpinned by Allied 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 and warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties. This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this agreement. If you have a complaint concerning a construction defect arising from the performance of this agreement and that defect has not been corrected through existing warranty service, you must provide notice regarding the defect to Allied by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Allied, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004 of the Texas Property Code.

CANCELLATION

OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO ALLIED BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to Harris County as 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 Allied 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. BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THAT YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN, THAT THEY ARE SATISFACTORY, AND THAT YOU AUTHORIZE ALLIED TO PERFORM WORK AS SPECIFIED IN THIS AGREEMENT. This agreement contains all the terms and conditions agreed upon by the parties and no other representations, warranties, or agreements expressed or implied, shall vary the terms of this agreement and may not be changed except by an instrument in writing and signed by both parties.

IT IS SO AGREED,

Owner (Printed Name) Amber Moosani

Signature

Date Signed 06/06/2024

Agent for Allied Foundation Specialists, Inc.

Name

Title Sales

Signature