



Estimate

2305-0913-4428
2023-05-25

Level Check Foundation Repair
6315-B FM 1488 #232
Magnolia TX 77354
repair@levelcheckfoundation.com
713-681-2600

DeWitt Wichmann
79 Summers Wind St,
Montgomery TX 77356
mike@mdberger.com
(936) 522-7790

Pressed Pilings - Lifetime Warranty

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Exterior Piers</u> Total # of piers installed on the exterior of a foundation. Piers are ram driven precast concrete pilings (6x12" cylinders pressed hydraulically to refusal) spaced no further than 5-7 ft centers at recommended locations.	\$350.00	18.00	\$6,300.00
<u>Interior Piers</u> Total # of piers installed on the inside of a foundation. Must jack hammer through slab to install interior piers. Piers are ram driven precast concrete pilings (6x12" cylinders pressed hydraulically to refusal) spaced no further than 5-7 ft centers at recommended locations.	\$500.00	9.00	\$4,500.00

Concrete Work

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Concrete Breakouts</u> Total # of locations where concrete is jack hammered out in necessary locations to install piers. Includes haul off and repair of concrete. This includes patching not full replacement.	\$100.00	9.00	\$900.00

Polyurethane Foam

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Polyurethane Injection - Garage</u>	\$18.00	277.78	\$5,000.00
		277.78	\$5,000.00

Contract Terms

Description

Poly Terms 10 Year Warranty

Permit/Engineer Fee

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>City Permit/Engineer Fee</u> Engineer approval & City permitting fees	\$750.00	1.00	\$750.00

Total \$17,450.00

POLYURETHANE TERMS & CONDITIONS

I have read and agree to all prices, specifications, terms and conditions and hereby accept this proposal. All discounts and guarantees are void if bill is not paid within 3 days. I understand that payment is due upon completion unless other arrangements have been agreed to by contractor. Failure to pay as and when required by this contract will void all guarantees contained herein, 12% interest after 5 days of completion will be assessed on any unpaid balance, and lien and or collection proceedings may begin.

****CUSTOMER UNDERSTANDS ELECTRONIC ACCEPTANCE IS THE SAME AS A SIGNATURE AND AGREES TO ALL TERMS OF THIS CONTRACT****

Make sure you stated a scheduling preference.

PLEASE READ COMPLETE TERMS AND CONDITIONS ON DOCUMENT BEFORE SIGNING

SCHEDULING

Scheduling will depend on work load. We will provide you the planned repair date, but unforeseen circumstances may delay this time frame. **THERE IS NO NEED TO BE HOME AT TIME OF SERVICE UNLESS YOU PREFER OR NOTED OTHERWISE. ONLY VOID FILLING UNDER HOUSE SLAB WILL REQUIRE SOMEONE TO BE HOME AND/OR INSIDE ACCESS OF HOME.** Please Circle or email us a Scheduling Preference (if not filled out No Notification will be applied)

Call First: This option requires you to be home at the time of service and/or a deadline has to be met. Must be available between the hours of 8 am and 6 pm. Sorry we are unable to give a specific time in the day for this kind of service. A phone call will be made 2-3 days before the projected scheduled date to schedule and a confirmation with home owner is needed, if no confirmation is made your project will be rescheduled

Leave a Message: This option requires an email message or voice message. Work will be completed depending on time and material. This date might have to be rescheduled if time and material is exhausted for the day. No notification will be made until your project has been rescheduled. Crew hours are between 8 am and 6 pm. No confirmation will be made with home owner so if you wish to be home at the time of service please choose Call 1st option.

No Notification Will Be Given: This Option says you are giving Level Check Foundation Repair permission to come at any time/any date. This may get your work completed sooner by being flexible and is preferred.

ACCEPTANCE OF PROPOSAL SUBJECT TO ALL TERMS AND CONDITIONS
TERMS AND CONDITIONS

1. COMPENSATION

Client shall pay as set forth above. Polyurethane quantities priced per Pound. Estimate Total is up to quantity of material. Price is subject to change, with customers approval, if the void under the slab is greater than anticipated. If additional material is needed cost will be priced per unit, at a discounted rate, of material used. Customer understands if a lesser amount of material is used, price remains as agreed upon in contract. If the crew is turned away from the jobsite or less than 48-hour prior cancelation notification is given, the customer will be responsible payment of \$500.

2. INVOICING & PAYMENT

Level Check Foundation Repair shall invoice Client upon completion of the Work. Client shall pay invoice upon completion of job. Client shall pay to Level Check Foundation Repair a late charge of 12% on all balances unpaid 5 days after the completion date. If client fails to pay on time and Level Check Foundation Repair refers your account(s) to a third party for collection, Level Check Foundation Repair will charge all costs associated with the non-payment, including but not limited to, accumulated late fees, return check fees (\$30.00), insufficient funds fees, collection agency fees, and court and attorney costs. Level Check Foundation Repair will try in every attempt to collect in house, but if all attempts are failed Level Check Foundation Repair will refer account to a third-party collection, in this event all correspondents and/or payments must be made through the collection agency.

3. LIMITED GUARANTEE

Level Check Foundation Repair will re-pump at no cost to the customer if necessary. Warranty only applies to areas of the slab that we injected in and does not cover the entire slab. A 5-year warranty period applies for exterior slabs such as driveways, sidewalks, patios etc & 10 year warranty period for interior of homes. A re-pump constitutes using the same holes. There will be a \$250.00 service fee for the truck to return for any other reason not covered under this guarantee. This guarantee can be voided under the following conditions: (1) If the customer does not seal all cracks and joints on the slabs (2) Customer does not maintain BACKFILL along the slabs involved (3) Resettling occurs as a result of flooding, or plumbing leaks or other acts of God. (4) Customer does not maintain tree roots or improper drainage from affecting the slab. (5) Proper warranty transfer procedure is followed (see transfer procedure below). Customer understands Level Check Foundation Repair is not responsible for any repair related expenses to settlement or lifting/re-pumping under the warranty.

4. ALLOCATION OF RISK

IN NO EVENT SHALL LEVEL CHECK FOUNDATION REPAIR BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS OF BUSINESS OR LOST PROFITS) RESULTING FROM OR ARISING OUT OF THE WORK.

LEVEL CHECK FOUNDATION REPAIR IS NOT RESPONSIBLE FOR LANDSCAPING, DAMAGE TO PLUMBING OR ELECTRICAL, CRACKS IN SLABS, FLOOR OR WALLS OR ANY DAMAGE WHICH HAS OCCURRED OR MIGHT OCCUR AS A RESULT OF THE SETTLING OR THE CONCRETE LIFTING PROCESS. IF THE CONCRETE CANNOT BE RAISED AND MUST BE REPLACED, IT IS THE HOMEOWNER'S RESPONSIBILITY TO REPLACE IT AT CURRENT REPLACEMENT COST.

LEVEL CHECK FOUNDATION REPAIR'S MAXIMUM LIABILITY TO CLIENT FOR THE WORK, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS \$500.00 OR THE AMOUNT PAID TO LEVEL CHECK FOUNDATION REPAIR FOR THE WORK, WHICHEVER IS GREATER. IT IS EXPRESSLY AGREED THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST LEVEL CHECK FOUNDATION REPAIR FOR THE WORK PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE STIPULATED \$500.00 FIGURE, OR THE AMOUNT PAID TO LEVEL CHECK FOUNDATION REPAIR FOR THE WORK, WHICHEVER IS GREATER.

5. LIEN WAIVERS

Client is entitled to written lien waivers upon receipt by Level Check Foundation Repair of full payments as called for in this Proposal.

6. TEXAS CONSTRUCTION LIENS

AS REQUIRED BY THE TEXAS CONSTRUCTION LIEN LAW, LEVEL CHECK FOUNDATION REPAIR HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE WORK ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS. CLIENT MAY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE WORK AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. LEVEL CHECK FOUNDATION REPAIR AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

7. INSURANCE

Owner to carry fire, tornado and other necessary insurance on above work. Level Check Foundation Repair to carry and maintain General Liability Insurance.

8. GOVERNING LAW; VENUE

This Agreement shall be construed and governed under the laws of the State of Texas, without application of conflict of law

principles. All actions or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the state court sitting in, or the federal court having jurisdiction over, the county in which the Work was performed. Level Check Foundation Repair and Client both consent to the jurisdiction and venue of such courts and expressly waive objections based on the doctrines of personal jurisdiction and forum non convenes.

Signature Wendell Thomas Date June 26, 2023

CUSTOMER RESPONSIBILITY PROVISIONS

1. The foreman will need access inside the house during the entire job to consistently take readings and monitor the lift. Be sure arrangements are made for access.

Signature Wendell Thomas Date June 26, 2023

2. We will need electricity and water on during the repairs. Failure to provide this will result in additional fees outside of the contract to rent a generator and get water needed to complete job.

Signature Wendell Thomas Date June 26, 2023

3. Payment is expected IN FULL immediately upon job completion, before leaving the jobsite, unless financing has been arranged. Since we do not require any money up front we expect to be paid timely. Failure to pay the day of repairs can result in 12% interest charged to the account and voided warranty. ANY other payment arrangements must be mentioned and approved by Level Check, in writing, prior to arriving at the jobsite.

Signature Wendell Thomas Date June 26, 2023

4. If you are financing the job, this MUST be done prior to coming out. You must get approved by the third party financing company and have it in place. We will not allow for you to wait to apply the day repairs are started. Failure to have this in place can result in 12% interest applied if arrangements are not approved prior.

Signature Wendell Thomas Date June 26, 2023

5. Please notify us if you plan to finance so we can confirm everything is in place on our end with the financing company. This will ensure we are paid in a timely manner.

Signature **Wendell Thomas**

Date **June 26, 2023**

6. When we complete the repair work there can be left over dirt. The amount will vary depending on the job size. Please note we do not remove any of the remaining dirt. This is not included in our scope of work. It is your dirt that we leave on the jobsite. If you want it removed, you will need to hire someone separately to do so as we do not have the means to remove it.

Signature **Wendell Thomas**

Date **June 26, 2023**

7. We do compact the dirt back as best as possible. However it is not possible to compact back to prior conditions. Therefore washouts can occur to the dirt. This happens commonly after : heavy rains, not having gutters in place, improper grading/drainage. As also mentioned in our contract, we are not responsible for backfilling the holes once we leave the jobsite. We leave it in good condition once job is completed but we do not warranty your dirt/yard, only the pier work that has been done.

Signature **Wendell Thomas**

Date **June 26, 2023**

8. The contractor shall determine the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress. Because the structure has endured foundation movement and framing distress, residual differential elevation and perceptible floor slope or some leaning door frames/windows or other re-occurring damages and noticeable issues may remain following the repairs. We are not responsible for fixing non-functioning doors and windows or worsening/new cracks that may occur.

Signature **Wendell Thomas**

Date **June 26, 2023**

9. We cannot guarantee that all cracks will close, doors will function and that all sloping will be resolved. Natural sloping can exist in concrete slabs from as-built conditions, and we cannot correct these unforeseen defects.

Signature **Wendell Thomas**

Date **June 26, 2023**

I/We have read and understand all of the information provided above:

Signature **Wendell Thomas**

Date **June 26, 2023**

Electronic Document Acceptance Summary

Status: **Approved**

Signer Name: **Wendell Thomas**

Accepted Amount: **\$17,450.00**

Date: **June 26, 2023**

Time: **04:29PM EDT**

IP Address: **76.229.144.90**

Client Notes: **Start date July 20th.**