

320 Hwy 35 Bypass N



**BAY AREA FOUNDATION REPAIR, INC.**  
2119 CR 129 (FM 2351) • P.O. Box 901 • Friendswood, TX 77549  
(281) 992-9000 • Fax (281) 482-2144

This agreement is made and entered into this 15<sup>th</sup> day of April A.D. 20 01 by and between

Van Mollen of the County of Groesbeek; and the State of Texas, Party of the First Part, hereinafter termed Owner, and Bay Area Foundation Repair, Inc., Party of the Second Part, hereinafter termed Contractor. The owner represents that Owner has the legal authority to enter into this agreement and warrants and represents the Owner is the legal owner of the property described in this agreement. In exchange for the Owner's promises and agreements described below, The Contractor agrees to the following:

Inspect and raise to grade or to highest feasible point any area where needed and reinforce beam of home for additional strength; **INSTALL DRIVEN CONCRETE PIERS TO POINT OF REFUSAL; STABILIZE AND SECURE THE FOUNDATION AT A FEASIBLE LEVEL USING THE FOLLOWING NUMBER OF EXTERIOR PIERS** 16; this work to be done at the following location:

Street 603 Forest Bend, City Friendswood, State TX, Zip 77546  
Telephone \_\_\_\_\_, Work \_\_\_\_\_, Cell 713/785-3272

Any work to be performed beyond the scope of the above statement must be in writing and signed by both parties.

The agreed estimated price for Contractor services is \$ 7221.<sup>00</sup>, pursuant to the proposal provided to Owner when company inspected the property. Owner agrees to pay the agreed price in the following manner: \$100 Deposit Rec'd. 4/15/01  
\$ 3590.<sup>00</sup> at the time work begins and \$ 3590.<sup>00</sup> upon completion. 4/15/01 # 3287

**CONDITIONS AND TERMS OF THE AGREEMENT**

1. Pilings will be installed at the approximate location specified by the Contractor or Engineer.
2. Pilings will be driven hydraulically to the depth necessary to lift the foundation.
3. After the pilings have been driven, a steel reinforcement will be installed through the center of the piling. Then, a precast concrete cap will be installed and the jacking or raising continued until, at the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.
4. Leveling and or tunneling can create voids under the slab. Contractor does not fill the void as to allow the soil room to expand and contract, leaving the support for the foundation on the underpinning rather than the active moving soils. It is the homeowner's responsibility to maintain proper drainage away from the foundation to avoid moisture collecting under the slab.
5. Stabilizing the foundation may reverse the damage already done to the foundation and structure and may cause or create new damage by movement or lack of movement.
6. If after work has begun, it is determined in the sole discretion of the Contractor, that the foundation has been constructed of substandard materials, or is of inadequate structural strength to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price. Should the Owner be unwilling to pay additional cost, Contractor will refund monies paid less cost of material (s) and work performed and this Contract shall be of no further force and effect.
7. The Contractor has no obligation to repair or to replace any damage to the structure, plumbing, electrical wiring, furniture, fixtures, real or personal property without regard to when or where said damage occurs or whether it is exposed, concealed, or buried. As an example pipes which break during the leveling process are the owner's responsibility. If any leaks occur in the water or gas lines due to the raising, Contractor is not responsible to cause such leaks to be repaired at Contractors expense, and Owner waives any rights of claim for such. It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, tile, brick, and mortar or other rigid materials may very likely crack. Therefore, Contractor 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.
8. If builders and / or drilled piers are discovered after work has begun and it is necessary to cut them from the foundation, an extra fee will be charged.
9. Where holes are broken through slab, walls or driveway in order to install piers, Contractor will patch the concrete, however, the patches may not match the color or texture of the original concrete. Surface materials such as brick, concrete tile, wood flooring, flagstone, carpeting, or sheet goods are not included in this agreement, but can be restored at an additional cost to the Owner. This agreement includes only those items specified and does not include any redecorating, repairing or replacing of any materials or items not specifically called for hereto. Contractor will remove all job related trash and debris from the area. Contractor will temporarily remove plants and shrubs which obstruct installation of piers. All plants and shrubs will be replanted, but Contractor does not guarantee nor are we responsible for continued longevity.

**ARBITRATION AGREEMENT:** Any dispute or claim arising under or with respect to this Agreement will be resolved by arbitration in Houston, Harris County, Texas in accordance with Commercial Arbitration Rules of the American Arbitration Association before a panel of three arbitrators, one appointed by you, one appointed by us and the third appointed by said Association. The decision or award of the majority of the arbitrators shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order of any court of competent jurisdiction.

**SPECIAL COMMENTS / ADDITIONAL WORK:** includes 9 interior piers  
All dirt left on site. Hotel Home dirt = ~~10~~

**IN FOUNDATION LEVELING CONDITIONS MIGHT APPEAR WHEN WORK HAS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT STEEL IN CONCRETE SLAB AND/OR OTHER FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CIRCUMSTANCES THE WARRANTY BECOMES INVALID.**

**NOTE:** This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

BY SIGNING BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT, THAT YOU HAVE READ THIS AGREEMENT AND WARRANTY ON THE REVERSE SIDE, THAT PAYMENT WILL BE AS STATED ABOVE, AND THAT YOU AUTHORIZE CONTRACTOR TO PERFORM WORK SPECIFIED.

Owner Van Mollen Date 4/15/01 By: Kawyer  
Owner: \_\_\_\_\_ Date \_\_\_\_\_ BAY AREA FOUNDATION REPAIR, INC.

\*NOTE: It is the owner's responsibility to provide access, water, and electricity to the job, and pay the foreman at completion before he leaves.  
\*12% interest charged on unpaid accounts.