



Estimate

2310-0310-2966

2023-10-03

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

Darlene French
19989 Meadow Bend Rd.
Waller TX 77484
sassydar2283@yahoo.com
(281) 935-2108

Pressed Pilings - Lifetime Warranty

Description	Unit Price	Quantity	Total
<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.	\$400.00	25.00	\$10,000.00

Concrete Work

Description	Unit Price	Quantity	Total
<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	15.00	\$1,500.00

Total \$ 11500.00
including applicable tax

PRESSED PILING TERMS & CONDITIONS

PLEASE READ COMPLETE TERMS AND CONDITIONS ON DOCUMENT BEFORE SIGNING

AGREEMENT

Level-Check (Contractor) proposes to perform the following in accordance with our engineered specifications and drawing attached hereto:

Install total number of ram driven precast concrete pilings reflected within quote spaced no further than 6-8 ft. on centers, at recommended locations shown on attached piling diagram.

Pilings will be driven hydraulically to the depth necessary to lift the foundation. When raising a slab, it is possible that more stress fractures will develop in the slab and damage will result above the level of the slab such as, but not limited to sheet rock, wall plaster, tile, plumbing, wooden members, windows, brick/mortar, roofing or other rigid materials for which the

Contractor is not responsible. Additionally, it is understood that existing cracks in slab, brick and walls may not close. Doors may not function properly after lift due to bowed/warped framing and how the framing reacts. Customer understands this is outside of contractors control and contractor is not responsible for door/framing adjustments or cosmetic finishes. Contractor is not responsible for plumbing lines that may have been broken due to foundation problems. It is not anticipated that there will be any problems with the plumbing; however, if any leaks occur in the water, sewer or gas lines due to the raising, Contractor is not responsible to repair any leaks that may be caused, and Owner waives any rights of claim for such. There may remain certain voids under the slab after raising the slab. It is recommended that these voids be filled with dirt or polyurethane to properly support the slab and is not included in the quote unless itemized.

Where holes are broken through slab, walkways 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. Contractor is not responsible for repairing concrete patches after 10 days of completion. Surface materials such as brick, tile, wood flooring, carpeting, flagstone 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, cleaning, 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. Excavated holes that are backfilled after pier installation can be washed out by water and/or rain since it can't be compacted back to prior condition. We are not responsible for refilling holes after leaving the jobsite.

Although the Contractor has examined the building/structure heretofore described, it is not totally familiar with conditions below ground level, the design of the foundation or the construction. As a result of the uncertainty between such standards and assumption and the actual conditions as they exist, there is no assurance that the desired results will be totally achieved and that the same or similar problems may not occur in the future. Actual results may vary due to slab and/or construction imperfections, flooring issues and the home's reaction to the lifting process. It may be necessary to relocate or add piers after commencement of job to meet unanticipated problems. If after work has begun, it is discovered that the foundation has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work. Substandard construction is usually not discovered until work has begun and possibly not until a lift is attempted.

Certain slab foundations can have builder's piers in place that are installed prior to pouring a slab. Any existing builder's piers that must be chipped and/or cut away will be charged to the owner at a cost of \$250 each. Unless disclosed at the time of the inspection, we will not know if a home has builder's piers until work has begun.

Although it is not required, Level Check Foundation Repair recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the scope of work listed in this contract. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner.

Contractor agrees to start and pursue work through completion in a timely manner but shall not be responsible for delays caused by any of the following: funding of loans, acts of God, acts of neglect or omission by Owner, stormy or inclement weather, strikes, or anything not under control of the Contractor.

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 the 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. 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 the contractor or contractor's attorney 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.

NOTICE TO OWNER: You have received a completed copy of this agreement and oral advice from Contractor of your right to cancel. You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the day of this transaction.

IMPORTANCE NOTICE: You and your Contractor are responsible for meeting the terms and conditions of this agreement. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal rights to your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

* No oral representation made by anyone can change or modify this agreement.

TOTAL CONTRACT PRICE IS AS LISTED

All credit & debit card payments will be charged a processing fee (3.5% of contract price)

PAYABLE AS FOLLOWS:

- 1. PAID TO FOREMAN AT COMPLETION BEFORE HE LEAVES JOBSITE.** Late fees can apply if not paid upon completion.

(ALL JOBS UNLESS APPROVED BY LEVEL CHECK)

2. FINANCING OPTION. Must be applied for and approved prior to scheduling the repairs. Level Check must be made aware of paying by financing. Final PAF form must be signed upon completion of the job.

3. PAID AT CLOSING WITH BUYER APPROVED BY LENDER AT TIME OF SIGNING THIS AGREEMENT. We can complete repairs up to 2 weeks before closing date. We must verify closing date with title company. Upon closing title company must release funds for repairs completed. If the transaction falls through and/or is delayed by more than 2 weeks from original closing date, seller will be held responsible for payment. We have a right to enforce payment for completion of repairs if we cannot collect from the title company. Failure to pay as and when required by this contract will void all guarantees contained herein.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days

The undersigned has read all the terms of the contract, is familiar with its provisions, is aware of soil conditions in the local area and resulting possibility of settling therefrom and accepts this contract subject to the terms and condition therein contained. **I HAVE READ THE AGREEMENT AND WARRANTY AND AGREE TO ALL OF THE TERMS AND CONDITIONS.**

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

MUST BE OWNER OR AUTHORIZED TO CONTRACT ON BEHALF OF OWNERS

By: Level Check Foundation Repair, Inc.

***NOTE: It is the owners 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**

If job is scheduled then rescheduled by customer within 48 hours of scheduled start date a \$500 reschedule fee will apply.

Signature Darlene French

October 03,

Date 2023

LIFE-TIME TRANSFERABLE WARRANTY TERMS

(APPLIES TO PRESSED PILINGS ONLY)

Owner recognizes that soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. If a building is partially not underpinned such as the remainder of the perimeter and/or interior of the building, adjustments required due to movement in these areas not underpinned can not be covered under warranty if the necessary additional underpinning is not done. If any re-raising of the area on which Contractor performed the work set forth herein is necessary due to such settling during the life of the structure after completion of project, Contractor will re-raise settled area where Contractor's piers have been installed, without cost to Owner. This agreement, and the provisions of this paragraph do not extend to any portion of the building other than the portion upon which Contractor actually performed work. All binding terms and conditions of the original agreement also apply to any warranty adjustments made.

For a warranty claim the owner must provide evidence of settling in the area which the Contractor performed work. Evidence must follow the Foundation Performance Association FPA-SC-13 Guidelines. Owner understands that suitable evidence must be in the form of a licensed engineer report accompanied by a foundation repair plan from said engineer provided at cost of the owner. Owner agrees that a warranty claim must be submitted to Contractor for a claim to be processed. Before any adjustments are made under warranty Level Check Foundation Repair reserves the right for the owner to provide a passing plumbing test report within 60 days of the inspection at the cost of the home owner.

This warranty may be transferred to subsequent Owners of the property if the following provisions are met. In order for the transfer to be effective, written notice must be furnished, a fee of \$250.00 paid and top copy of the settlement statement provided to the Contractor within sixty (60) days of closing of sale by Owner, by mail. Level Check Foundation Repair reserves the right to inspect property before a transfer is finalized. This warranty remains in effect so long as the following provisions are satisfied: (1) Structure has not been altered or additions made to it without prior written approval of the Contractor, (2) The structure has not suffered fire, flood, storm damage or other acts of God 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 not located on an active fault, (4) There is no repair work done to/or near any of our piers by any other company, (5) Homeowner maintains drainage issues and tree roots from affecting foundation performance, (6) The payment conditions of the agreement are met, (7) Proper warranty transfer procedure is followed.

Contractor agrees, upon receipt of final payment, to release said work and property from any and all claims. Should Owner fail to promptly release final payment to Contractor upon completion, then Owner agrees to all reasonable cost incurred by Contractor as a result of any collection attempts.

This agreement shall become binding only upon the execution of same by Owner and an Officer or duly appointed representative of Contractor, and same shall constitute the entire contract between the parties. Any subsequent amendment, modification, or agreement which operates to alter this contract, and which is signed or initialed by Owner and Contractor or representative of Contractor, shall be deemed a part of this contract and shall be controlling in case of conflict to the extent that it alters this contract, no oral representative thereof can change or modify this agreement.

Payment of the contract sum may be secured by Mechanics and Materialman's lien under the Hardeman Act, and other relevant statutes should payment be in default.

For transfer to be effective must follow transfer procedure as described within this warranty. Failure to follow ALL transfer procedures will VOID the warranty with no reinstatement.

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 Darlene French

October 03,

Date 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 Darlene French

Date October 03,

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 Darlene French

October 03,

2023

Date

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 Darlene French

October 03,

2023

Date

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 Darlene French

October 03,

2023

Date

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 Darlene French

October 03,

2023

Date

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 **Darlene French**

Date **October 03,
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 **Darlene French**

October 03,

2023

Date

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 **Darlene French**

October 03,

2023

Date

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

Signature **Darlene French**

October 03,

2023

Date

Electronic Document Acceptance Summary

Status: Approved

Signer Name: Darlene French

Accepted Amount: \$11,500.00

Date: October 03, 2023

Time: 01:07PM CDT

IP Address: 209.44.134.26