

ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

Date: 9/18/18
Syed S. Uddin
Owner or agent authorized to contract on behalf of owner ("Owner")
Address of Owner:

Recommended Repair Plan: (SEE ADDENDUM A)			
<input type="radio"/> Driven Concrete Pier	<u>17</u> Exterior <u>5</u> Interior	<u>22</u> Total Piers	
<input type="radio"/>	_____ Exterior _____ Interior	_____ Total Piers	
<input type="radio"/> Concrete Breakouts:			
<input type="radio"/> Tunneling:		<u>25</u> Linear Feet	
<input type="radio"/> Mud Pumping:		<u>x</u> Cubic Yards	
<input type="radio"/> Hydrostatic Pressure Test:		_____	
<input type="radio"/> Previous Work Adjustments:		_____	

Street: 16639 Village View Trl
City, St., Zip: Sugarland, TX 77498
Work Tel: _____
Home Tel: _____
Cell Phone: 713-480-5991
Fax: _____
Email: _____

Special Provisions: _____

Allied Foundation Specialist, Inc. ("Allied") enters into this agreement on this 18 day of Sept, 2018 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: same as above (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 \$ 10,450. Owner agrees to pay the agreed price as follows:
\$ 5,225 at the time work begins and \$ 5,225 upon completion.

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

1. 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.

2. 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, 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.

3. The material used in the installation of the driven concrete piers shall be 6,500 psi concrete at 28 days. Access holes in the slab, walks, porches or driveways created by Allied will be patched with concrete, concrete patches will not match in color. When interior piers are included in the repair plan, contractor will break through floors and patch concrete slab upon completion, Home owner is responsible for repairs or replacement of floor coverings (carpet, tile, etc...). Owner is responsible for all flooring, interior and exterior. Access by tunneling is an additional charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.

4. **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 preexisting 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.

5. 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.

6. **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.

7. **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. 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. It is also understood and agreed that Allied will temporarily remove plants and shrubs that obstruct the installation area, to the extent reasonably possible, all plants and shrubs will be replanted; however, Allied does not guarantee longevity and cannot be held responsible for landscaping of yard.

8. **Insurance:** Allied Foundation maintains liability insurance and worker's compensation for customer's protection.

LIMITED LIFETIME WARRANTY

A. ALLIED ISSUES A LIMITED LIFETIME TRANSFERRABLE WARRANTY FOR WORK PERFORMED. IF FUTURE SETTLEMENT OCCURS AND CAN BE CORRECTED BY ADJUSTING ALLIED'S EXISTING PIERS, 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 highly recommended that all plumbing be tested after foundation repair is completed, sewer leaks do void warranty.