AFF Honesty Foundation, LLC
Pressure Pile Lifetime Warranty

Certificate # 3051

This certifies that homeowners:

MELISSA COLE

located at:

20703 CASTLE BEND DR

have used the Pressure Pile system of foundation repair.

If any adjustments are required during the life of this home due to settling in excess of one inch, our company or another designated Pressure Pile contractor will re-raise all areas previously underpinned by Honesty Foundation without cost to the owner. This warranty is completely transferrable, provided no major structural changes have been made and no flooding has ocurred in the immediate area. This warranty applies only to Pressure Pile installations. Also provided that current home owner has paid transfer fee and has original signed contract by company owner or warranty is void. All original contract rules and restrictions apply.

Company Officer Signature: _____

Date: 8/19/2017

AFF Honesty Foundation, LLC
Contract

A. Specifications

1. The material used in the installation of the pre-cast piling has been tested to 6000-7500 psi at 28 days.
2. Pilings will be installed at the location and in the manner specified by Contractor (Honesty Foundation) or the Engineer
3. Pilings will be driven hydraulically to the depth and pressure necessary to develop skin friction to lift the foundation/structure.
4. After the pilings have attained the depth and developed the necessary friction to support the structure a pre-cast concrete cap will be installed and the jacking or raising continued until the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.

B. General Conditions

1. Exterior piles through concrete are bid to be installed by breaking and re-patching concrete only. Double thick/layer concrete will be charged double and contractor will not be responsible for color matching patches or matching stone, we will do our best to match but the patches will likely be noticeable.
2. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as practically possible.
3. The stabilization or stopping of foundation movement can and may reverse the damage already done to the foundation and structure can and may cause or create new damage by movement or lack of movement.
4. If after work has begun it is discovered that the foundation has been constructed of substandard materials 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 or validity of warranty. We cannot provide a lifetime warranty if the construction of the structure was substandard.
5. The Contractor has no obligation to repair or replace any damage where it is exposed, concealed or buried to the structure, plumbing, electrical wiring, furniture, fixtures, or personal property without regard to when or where said damage occurs. Pipes which break during the leveling process are the home owners' responsibility. We take extreme care when leveling the home, but it is possible for pipes to break during the leveling process as the structure is lifted. It is suggested that you hire a plumber to perform a hydro-static test on your plumbing after the foundation repair work is complete.
6. If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation an extra charge of 350.00 each will be charged.
7. Contractor will take extreme care in remove and replanting of plants and shrubs, however Contractor does not guarantee longevity and cannot be held responsible for landscaping of yard.
8. No additional charges will be made without written approval signed by all parties to this agreement
9. Owner is responsible for clearly marking existence of sprinkler systems, and plumbing such as septic tanks, plumbing and water wells.
10. Owner is responsible for supplying electricity and water. If utilities are not on contractor will rent generator at 250.00 per day to be added to quoted price.
11. On interior piers where no beam is encountered, and a steel plate is needed, a 35.00 per steel plate fee will be incurred in addition to the cost of the interior piers
12. Quoted pier price is based upon pilings being drilled up to a 20 foot depth; if driving depth exceeds 20' there will be a surcharge of $2.50 per foot to cover the cost of additional required cylinders.
13. If maximum driving depth is 8 feet or less we will not be able to offer a lifetime transferable warranty on the driven piers, we must be able to drive the cylinders to a depth greater than 8 feet in order to offer a lifetime warranty on our work.
14. Beams encountered on job that are at a depth greater than 2' below grade are subject to additional charges.

15. When interior pilings are included in the repair plan, contactor will break through floors and patch concrete upon completion, but we are not responsible for repairs or replacement of floor coverings (carpet, tile, etc…).
16. If there is no interior beam where an interior pier is needed the interior pier is not covered by the warranty.
17. Customer must understand that as job progresses unforeseen variables can change the scope of work. Scope of work as well as price may need to be adjusted.
18. Interior and Exterior piers require us to create large holes around the perimeter of the home as well as breaking through the concrete floor inside the home for interior pier locations creating large, deep holes in and around the home during the course of the job. These holes will not be covered during or after hours throughout the course of the work; if you choose to continue to stay in the home during the length of the repair you must be very careful to avoid these holes in the work areas. Honesty Foundation will not be responsible for injury caused to any of your family, friends, neighbors, pets, acquaintances, etc… that may fall into a hole and/or have an accident in the work area. It's is suggested for large jobs with many interior piers that you consider staying someplace else during the course of the job to avoid possible accidents and disruptions.
After work is complete we will fill the exterior holes and will compact the dirt to the best of our abilities. We generally will leave dirt mounded above original ground level in order to allow for future settlement. Rain and nature will generally cause these mounds to settle, you may end up with slight sink holes several weeks after our work has been completed as we cannot determine the exact amount of dirt that will settle. We generally do not return to fill these holes after settling occurs. Please discuss with us prior to work if you do not want mounds of dirt left or if you would like additional dirt left. We do our best to estimate the needed amount, but it will either be a noticeable mound right after the work, and/or it is likely that you may have a sunken area several weeks later and you may need to fill dirt into the area where our access holes were located. If you see sunken holes later, please note that this is normal as we are unable to compress the soil the way nature will. We do our best to estimate the needed amount, but this in no way means that there is a faulty issue with your driven piers and this does not pose a safety or structural concern with the previously installed pier. You can simply purchase a bag of top soil at your local box store and fill the sunken areas if needed down the road.

Special Conditions:

_____

_____

C. Warranty

It is the intention of the Contractor to stabilize the differential settlement of that portion of the foundation underpinned by Honesty Foundation per this contract. If future settlement occurs in excess of 1" and can be corrected by adjusting existing piles, adjustments will be performed at no expense 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, water leaks do void warranty.
This warranty shall be null and void if:

1. The structure suffered fire, flood, or storm damage to any major structural degree. The intent of the exclusions to cover only those conditions where the velocity of water has caused significant undercutting and scoring under and around the piling system.
2. The structure is sited on a fault
3. The foundation is undermined by soil slumping, plumbing leaks, or eroding
4. Flooding in area near home voids warranty
5. Warranty does not cover soil expansion or heaving

In the event that the Contractor and the Owner can not agree that the settlement in the foundation has been controlled in that portion of the foundation underpinned by Honesty 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 shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the Texas General Arbitration Act and in accordance with this arbitration agreement and the construction of the arbitration rules of the AAA. All costs shall be divided equally among parties.

D. Assignment
This agreement is assignable by the Owner of this contract if the contractor is notified within 30 days after the sale of the premises by the Owner of this contract and after receipt of 200.00 transfer fee payable to the contractor. Lifetime transferable warranty is limited to one transfer with applicable fee. If home is sold multiple times warranty is no longer applicable. Repossession by a lien holder gives the right to assign this contract if the lien holder complies with the 30 day notice and the $200.00 transfer fee requirements. IF THIS AGREEMENT IS NOT PROPERLY AND TIMELY MADE THIS WARRANTY IS VOID.

E. Payment
Payment of _____, $_____ is required to be paid as follows: One half (1/2) is due at time work begins. Balance is due on the day of completion.

Owner has chosen to modify recommended repair plan, suggested plan and modifications are to be stated here_____

_____

_____

Owner initials: _____

This written agreement is the total agreement by and between Honesty Foundation and Owner
No oral representation made by anyone can change or modify this agreement.

AFF Honesty Foundation, LLC, called the Contractor, and _____
Called the Owner, agrees that the Contractor will furnish labor, equipment, and materials to perform the following described work to the hereinafter described building or structure located at:

Street 20703 CASTLE BEND, City KATY, State TX, Zip 77450

Telephone _____, Alternate _____, Email _____

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as stated above.

Estimated scope of work to include:

Interior Piers: ~~_____~~ Exterior Piers: 8 Concrete Breakouts: ~~_____~~

Notes: + 3 ADJUSMENTS

+

2805 @ PD IN FULL

Contractor: Honesty Foundation, Joe Winter
Signature: Joe W
Dates: 8/19/2017

Owner:(Print Name) MELISSA COLE
Signature:_____
Date: _____

CERT # 3051