



Perma Pier Foundation Repair of Texas  
Commercial Division  
1121 Fountain Parkway  
Grand Prairie, TX 75050  
214-637-1444  
www.Permapier.com

**BILL TO**

Lost Herd Inc  
1300 West Lynn Street #103  
Austin, TX 78703 USA

ESTIMATE	ESTIMATE DATE
62097330	Oct 18, 2022

**JOB ADDRESS**

Lost Herd: 806 W 11th  
806 West 11th Street  
Austin, TX 78701 USA

**Job:** 61232293

TASK	DESCRIPTION	QTY	PRICE	TOTAL
RR	Reset/Reshim	1800.00	\$3.30	\$5,940.00
ENGR	Engineering Report	1.00	\$650.00	\$650.00
PER	Permit	1.00	\$250.00	\$250.00
IST	Sonotube up to 4 ft. 12 inch sonotube with 16x16x12 inch footing with Rebar-reinforced concrete cut to the appropriate height Supports the wooden understructure.	39.00	\$750.00	\$29,250.00
PP	Post Plumbing Test Perma Pier Jobs	1.00	\$400.00	\$400.00
Plumbing Test				
IST	Sonotube up to 6 ft. 12 inch sonotube with 16x16x12 inch footing with Rebar-reinforced concrete cut to the appropriate height Supports the wooden understructure.	2.00	\$950.00	\$1,900.00
6X10B	6X10 Beam	16.00	\$80.00	\$1,280.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$39,670.00
TAX	\$3,272.78
<b>TOTAL</b>	<b>\$42,942.78</b>

**CUSTOMER AUTHORIZATION**

Lost Herd: 806 W 11th

806 West 11th Street, Austin, TX 78701 USA

The above prices, specifications and conditions are satisfactory and are hereby accept all Terms and Conditions.

50% of \$42,942.78 is due at the time of scheduling, and the remainder due the day of completion.

Any alteration or deviation from above specifications involving extra costs will be executed only upon a change order and will become an extra charge over and above the contract. This estimate shall confirm that Perma Pier Foundation Repair Of Texas agrees to perform the above stated work upon execution of the contract by Lost Herd: 806 W 11th at 806 West 11th Street, Austin, TX 78701 USA.

Check or ACH are preferred, however credit card payments for Perma Pier Foundation Repair Of Texas services are accepted with a 3.5% (Visa and MasterCard) or 4.5% (American Express) processing fee. All returned/NSF checks (physical or electronic) will result in a \$35 processing fee. All past due customer balances are subject to a 3% late fee.

Jobs cancelled within seven days prior to start date will be charged \$250, plus the cost of permit and Engineering.

The estimate is valid for 90 days from the date issued. The estimate price is good for 30 days from date issued. Perma Pier Foundation Repair Of Texas is aware that they consider the Local Governmental Construction Permit process in preparation of their estimate proposal.

Nothing else due.

Thank you,

Cris Esquivel

Sign here

Date

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## 1. GENERAL CONDITIONS

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. The house will be lifted until, in the sole opinion of the Contractor, further raising will result in excessive damage to cosmetic finishes or to the structure. Complete leveling is not to be expected. Pier locations may vary from site map due to conditions not under control by the Company.
3. The Contractor is not responsible for subsequent damage or costs caused by foundation lifting, stabilization, or driving pilings. Seasonal variations in the soil moisture contents may result in the formation of new cracks, or in varying length and width of existing interior and exterior cracks. Complete leveling of this property should not be anticipated. Lifting and/or stabilizing the foundation may cause sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials to stress and crack, wrinkle, separate, or break. The Contractor has no obligation to repair or to replace any damage whether it is exposed or concealed or buried, to the foundation, to the structure (including but not limited to cosmetic damage,) plumbing, flooring, electrical wiring, ducting, gas pipes, other portions of the structure and its system, furniture, fixtures, furnishings (including but not limited to artwork, photographs, sculptures, interior light fixtures and/or chandeliers), landscaping, irrigation, vegetation, shrubs, pavers, flagstone, wood or other decks, to spas or to personal property without regard to when or where said damage occurs except as otherwise set out herein. Contractor will not be responsible for repairing pre-existing plumbing problems, deteriorated pipes, new plumbing problems or leaks caused by foundation movement before, during, or after lift.
4. Prior to work beginning, please remove all outside items from the work areas (including anything that is special to you,) and ground or hanging lighting. We will transplant shrubbery at the point of installation, but we cannot guarantee their survival after transplant. You may wish to consult a landscaper or greenhouse to remove established plantings or shrubs prior to foundation work.
5. Customer shall supply Contractor with water and electricity at owner's expense. Contractor must have access to the breaker box at all times and must enter the property at the time it is leveled. Contractor will arrange for underground line/utility checks (Texas 811) as needed. Contractor has no control over the line check personnel or their scheduling."

## 2. DISCOVERY CLAUSES (requiring a Change Order to continue the foundation work)

- Steel Pier Depth: Any depth beyond 30 feet will incur additional charges through a change order in the amount of \$20.00 per 30 feet.
- Existing Piers: Discovery of existing builder piers, or previous foundation repair piers will incur additional charges per pier to disable: \$250 - up to 12" diameter; \$500 - 12" to 24" diameter; \$750 - 24" to 36" diameter. For disabling existing Bullivant-style steel piers (bolted onto the foundation,) the charge will be \$250 per pier.
- Soil Conditions: Any unexpected rock formations or high density clay that keeps us from performing our standard duties will incur additional charges per a change order at \$150/ft. .
- Non-Steel Reinforced Grade Beams: If we are performing repairs on a home without reinforced grade beams, work will cease until a change order is agreed upon. • Excessive Roots: When digging tunnels and excessive roots are discovered, a charge of \$150 per foot of tunnel will be charged on a change order.
- Added Angle Iron/I Beam: If added materials are required, this will incur an additional charge of \$150 per pier on a change order.
- Post-Tension Cable Repairs: If broken cables are discovered, we can repair them at approximately \$900 per cable on a change order.
- Tunnel: If tunnels are not safe unless shored due to loose soils, or are deeper than 36" from slab, this will incur an additional charge of \$50/ft. of tunnel on a change order.
- Shoring: Beams deeper than 36" from grade will incur a charge \$50/ft. on a change order, and each pier location will incur an additional charge of \$250 for shoring material and labor.
- Shallow Water Table: If we discover that there is an unusually shallow water table which prohibits our work or changes our work scope, work will cease until a change order is agreed upon • Grade beams exceeding 36 inches shall require a change order for access in the amount of \$150 per foot for each access hole.

## WARRANTIES

**- LIFETIME WARRANTY** The LIFETIME WARRANTY WORK applies to concrete pilings, steel pressed pilings, and composite pilings. It is the intention of the Contractor to permanently stabilize the settlement of that portion of the foundation covered by this contract to within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span.) This warranty applies ONLY to the work performed by Contractor described as LIFETIME WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. If your foundation work is warranted, a passing plumbing test (current within the last year) is required for Perma-Pier to perform future warranty work or to transfer the warranty. Warranty evaluation will be performed and evaluated as per document number FPA-SC13-1. A copy of this document can be provided upon request.

### - THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.
- Post-Repair Plumbing Test is not performed, or if Test fails and repairs are not made. (Applies to all pier related jobs - does not apply to drainage or injections.)
- Locating and/or installation of cleanout(s) may be required to perform plumbing test. Installation of cleanout(s) will be at the customer's expense if not included in this contract.
- Additional story is added to the structure, or changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.) The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.
- Any party other than Perma Pier Foundation Repair of Texas adjust or modifies the piers/pilings installed

## PAD AND BLOCK SUPPORTS WARRANTY

**This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met.** The PAD AND BLOCK WARRANTY WORK applies to

services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation. This warranty applies ONLY to the work performed by Contractor described as PAD AND BLOCK WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- . Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.

- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)
- The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### **RESET / RESHIM ADJUSTMENTS WARRANTY**

**This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met.** The RESET / RESHIM ADJUSTMENTS WARRANTY

WORK applies to pier and beam, pad and block, and sonotube installations performed by the

Contractor. The Contractor warrants workmanship for one year from the date of installation. Providing the requirements for initial warranty has been met, the Contractor will perform adjustments to the property at no charge to the Owner. This warranty applies ONLY to the work performed by Contractor described as RESET / RESHIM ADJUSTMENTS WARRANTY WORK

under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.
- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)
- The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### **OPENDOOR/ZILLOW WARRANTY LIMITED LIFETIME WARRANTY**

It is the intention of the Company to permanently stabilize the settlement of that portion of the foundation covered by the contract within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1"settlement in 20'horizontal span.)

The LIMITED LIFETIME WARRANTY WORK applies to concrete pilings, steel pressed pilings, and hybrid pilings. This warranty applies ONLY to the work performed by the COMPANY described as LIMITED LIFETIME WARRANTY WORK under the terms, provisions, and conditions of the contract.

There is no charge within the first year for a warranty visit or pier adjustment. \$100/ per visit charge, due at scheduling. Any pier needing adjustment at said time will be an additional cost of \$100 per pier.

#### **MUDJACKING & POLYURATHANE WARRANTY**

1 Year warranty for settlement within the specified area as noted on sitemap.

#### **- MANUFACTURER WARRANTY**

The MANUFACTURER WARRANTY WORK applies to warranties offered by Manufacturer on chemical injections installed by the Contractor for the life of the warranty offered Manufacturer. It is the intention of the Contractor to permanently stabilize the movement of that portion of the foundation covered by this contract. This warranty applies ONLY to the work performed by Contractor described as MANUFACTURER WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.
- Additional story is added to the structure, or changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing, leaks pools, creek beds, excavations, etc.)
- The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### **- WORKMANSHIP WARRANTY**

**This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met.**

The WORKMANSHIP WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation. This warranty applies ONLY to the work performed by Contractor described as WORKMANSHIP WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.
- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)
- The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### **- PIER & BEAM WARRANTY**

**This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met.**

The PIER AND BEAM WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation and substructure wood replacement for 2 years from the date of installation. This warranty applies ONLY to the work performed by Contractor described as PIER AND BEAM WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.
- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- Presence of WDI (Wood Destroying Insects)
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)
- The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

## **SONOTUBE WARRANTY**

**This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met.**

The SONOTUBE WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship & materials for five years from the date of This warranty applies ONLY to the work performed by Contractor described SONOTUBE WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. **THIS WARRANTY SHALL BE NULL AND VOID IF:**

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.
- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)
- The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature

### **TRANSFER OF SONOTUBE WARRANTY**

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee) must be sent to the address stated in Section 8 below.

### **TRANSFER OF OPENDOOR LIMITED LIFETIME WARRANTY**

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

**UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN NINETY (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.**

To transfer the warranty, a Warranty Claim Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee in effect at the time of transfer) must be sent to the address on the front of this warranty certificate.

**THIS WARRANTY SHALL BE NULL AND VOID IF:**

- 1) Full payment is not made within 30 days of completion of work as specified.
- 2) An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of Company, when such changes would affect loads on the foundation.
- 3) The structure is sited on a fault, or is affected by an earthquake or flood.
- 4) The foundation is undermined (i.e., unaddressed plumbing leaks, soil slumping, eroding, creek beds, excavations, etc.)
- 5) Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the underground facility or swimming pool depth.
- 6) The natural eroding of existing structure.
- 7) Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature occur.
- 8) Any party other than Perma-Pier Foundation Repair of Texas adjusts or modifies the piers/pilings installed by Perma-Pier.
- 9) The structure is partially or completely dismantled, razed, or demolished.



#### **4. TRANSFER OF WARRANTY TRANSFER OF LIFETIME WARRANTY**

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** NOTE: To transfer the warranty, a Warranty Claim Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee) must be sent to the address stated in Section 8 below.

#### **TRANSFER OF MANUFACTURER WARRANTY**

This warranty is non-transferable unless otherwise specified by the Manufacturer.

#### **TRANSFER OF WORKMANSHIP WARRANTY**

This warranty is non-transferable unless otherwise specified by the Contractor.

#### **TRANSFER OF PAD BLOCK WARRANTY**

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee) must be sent to the address stated in Section 8 below.

#### **TRANSFER OF PIER AND BEAM**

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee) must be sent to the address stated in Section 8 below.

#### **5. TERMINATION OF WARRANTY**

The Contractor may terminate this warranty at any time by paying the current owner an amount equal to the total payments made under the original contract.

#### **6. DISCLAIMER OF ADDITIONAL WARRANTIES**

OTHER THAN THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, CONTRACTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTEE, REPRESENTATION, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING ANY OF THE FOLLOWING: (A) THE HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY AND IMPROVEMENTS WHERE THE PROJECT SITE IS LOCATED AS NOW EXISTING OR AFTER COMPLETION OF THE WORK; (B) THE MANNER OR QUALITY OF THE WORK AND THE CONSTRUCTION OF ANY IMPROVEMENTS TO THE PROPERTY BEING IN A GOOD AND WORKMANLIKE MANNER OR OTHERWISE.

#### **7. DISPUTE RESOLUTION**

**A. Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration. The parties shall share the mediator's fee equally. The mediation shall be held in Dallas, Texas.

**B. Arbitration:** In the event mediation is not successful, all claims or disputes or other matters in question that are not resolved within ten (10) days following mediation of such claim, dispute or other matter in question shall be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association; provided, however, that the arbitration hearing shall take place on a fast-track basis, not more than ninety (90) days following delivery by either party of written demand for arbitration to the American Arbitration Association. The arbitration shall be heard and determined by a single neutral arbitrator to be mutually selected and appointed by the disputing parties within 14 days of the date any party makes a written demand for arbitration. If the parties cannot mutually select and agree on an arbitrator a neutral third party such as the local office of the AAA or a local court shall be utilized to select and appoint an arbitrator. The seat of the arbitration and the place of issuance of the final award shall be Dallas, Dallas County, Texas.

WAIVER OF JURY TRIAL-TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OWNER AND CONTRACTOR EACH IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY DOCUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER NOW EXISTING OR ARISING HERAFTER. THE OWNER AND CONTRACTOR EACH AGREES AND CONSENTS THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

#### **8. NOTICES**

Direct notices and/or payments to: Perma-Pier Foundation Repair of Texas, 2821 E. Randal Mill Rd, Arlington, TX 76011. All returned/NSF checks (physical or electronic) will result in a \$35 processing fee. All past due customer balances are subject to a 3% late fee. Jobs cancelled within seven days prior to the start date will be charged \$250 plus the cost of permit and engineering.

In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize Perma Pier Foundation Repair, herein called Perma Pier Foundation Repair, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by Perma Pier Foundation Repair and as applicable.

I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying Perma Pier Foundation Repair as provided below.

**9.** This authorization is to remain in full force and effect for the payment on this invoice, until Permapier Foundation Repair has received written notification from me of its termination in such time and in such manner as to afford Permapier Foundation Repair a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact the Permapier Foundation Repair for information on revoking this authorization, please contact us at 214-637-1444.

#### **10. WAIVER OF CONSEQUENTIAL DAMAGES**

The Owner and Contractor waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages arising out of or related to this agreement, including but not limited to the termination of this Agreement by either the Owner or Contractor

# Perma Pier

## Foundation Repair of Texas

### IMPORTANT DISCLOSURES

Perma-Pier has successfully completed over 25,000 jobs and it is our commitment to be transparent and ensure customer satisfaction on every foundation repair project. Here are a few notable points:

#### WHAT TO EXPECT AFTER YOUR FOUNDATION REPAIR

Absolute leveling of your structure is not to be anticipated. Perfection is not attainable by remedial measures. When a foundation is lifted, stabilized, or moved, it is impossible to say exactly where additional issues may occur. This may result in the formation of new cosmetic cracks or in varying length and width of existing interior/exterior cracks, etc. Proper soil moisture should be maintained. Future changes in the soil moisture beneath this structure either from natural or manmade events, soil movement, site drainage, plumbing leaks, or other items may cause foundation movements, thus affecting the performance of the foundation. 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 foundation repairs. Most cracks are normal for a structure in Texas as are interior doors moving slightly and sticking because of humidity changes or minor movement in the framing system. Periodic repair of this type should be considered a normal item (cosmetic) and not a structural failure.

Due to the mechanical nature of a foundation repair, unpredictable damage may happen to peripheral items, which are the homeowner's sole responsibility. For instance, exterior or interior brick may show new stress and crack; doors, windows, or attached exterior gates may fit differently; ductwork and stiffer flooring materials may not flex when the foundation moves and may crack or separate; interior cosmetic cracks may or may not be remedied and new cracks may occur. You may hear creaking as the foundation settles into its new position. If doors and windows were square to the foundation when it was not level, they may not fit the same after we adjust the foundation. We do not reset doors or guarantee that they will be aligned after a lift. Also, the natural expansion and contraction of wood can periodically cause doors to stick. You may wish to hire a carpenter to re-hang or shave the doors if you would like them to be square. Also, when we dig to install piers, it will loosen the dirt. We will pack it back down after the lift but sink holes may still develop. This doesn't harm the foundation, but please call our warranty department and we will have a crew fill those in for you.

*Please keep in mind that your house has been slowly settling over a period of years, and we adjust it in a matter of hours. Concrete can bend if pressure is applied slowly over a long time period. Concrete will often develop a "stress memory" over the years that won't allow a slab to return to its original shape. It's possible all the components of your home will move equally, and no damage will occur. It's also possible that sheetrock, brick, and other finishes and fixtures may show some new stress during and after a foundation repair as they adjust to their new levels.*

After your foundation is lifted or stabilized, we encourage you to patch all exterior surfaces right away to prevent insect, water, and air penetrations (Perma-Pier does not repair grout work.) For other repairs, we typically recommend you wait 60-180 days (depends on the amount of work done) after we complete the foundation work before beginning any repairs on your home (including sheet rock repair, cracks in walls, interior brickwork, windows, doors, room additions, remodeling, paint, flooring, etc.) It will take at least this long for interior materials to relax into the new positions created by foundation movement. If interior pier work was done, we recommend you wait 72 hours before replacing any type of flooring (carpet, tile, wood, laminate, etc.) on top of the concrete patch. To assure a smooth surface, please keep people and pets from walking on the affected area; we do not cover post-installation damage.

#### PLANTS AND SHRUBS

We will remove or cut back plants if they are in the way but do not expect them to live because of the strain that is put on them. We do not specialize in landscaping. WE DO NOT GUARANTEE PLANT REPLACEMENT, ALIGNMENT, OR SURVIVAL AFTER REMOVAL. Before foundation work starts, plan on removing the plants and shrubs that are in the work area. If your plants are well established or are significant to you, **we strongly recommend you have them removed and replanted by a lawn & garden professional to help them survive.** Grass and smaller plants are not moved and may not survive the traffic associated with the remedial construction activity of a foundation repair.

#### UNDERGROUND PLUMBING

If your foundation has heaved or settled, your plumbing may already have been affected. The normal process of stabilizing your foundation can place additional stress on your plumbing. As the foundation is raised, the plumbing remains firmly embedded in the ground and pipes can be compromised when your house is lifted back towards its original position. This means your plumbing system may require repairs as well. While the majority of foundation repairs result in no plumbing issues, approximately 33% of all foundation repairs will need additional plumbing repair. Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. Perma-Pier has partnered with Black Tie Plumbing with a Responsible Master Plumber who specializes in foundation repair plumbing issues. You may also use any other State of Texas board-approved plumber in the event that repairs are needed.

# Perma Pier

## Foundation Repair of Texas

### CUSTOMER RESPONSIBILITY PROVISIONS

- Please clear the areas where work is to be performed to allow good access and to avoid damage to personal items.
- Someone needs to be home at the time of the lift as we need inside access to verify readings and for final walk-through.
- Be aware that foundation work may lead to other items needing repair which are the customer's sole responsibility.
- This bid does not include any cosmetic repairs, painting, caulking, mortar repair, door or window adjustments, etc.
- Doors and windows may fit differently after the repair than they did before the foundation was re-positioned.
- Lifting *and/or* Stabilizing may cause stress to sheetrock and new cosmetic cracks will likely occur during & after work.
- Wallpaper, plaster, sheetrock, flooring, roofing, wiring, or other items may warp, separate, wrinkle, crack, or break.
- Countertops, cabinets, doors & windows that were level before the foundation repair may need to be re-leveled.
- Stiffer flooring material and tiles are vulnerable to cracking or separation during a foundation repair.
- There is the potential for damage to unmarked underground water pipes, sprinklers, gas pipes, cable, *and/or* electrical wiring.
- Seasonal foundation movement is to be expected in Texas and cosmetic cracks may appear from time to time.
- Exterior/Interior brick and mortar cracks & expansion joints may or may not completely close and new cracks may appear.
- If subflooring is to be removed or replaced, the customer is responsible for removing all items sitting on the floor.
- Underground plumbing may be affected and require repair after foundation lifting, mudjacking, *and/or* stabilization.
- Plumbing leaks that occur before, during, or after any foundation work are not covered under this contract.
- Customer is to remove furniture, carpet, flooring, and/or decking if we must go through it to make repairs.
- Carpet, flooring, or decking may have to be pulled back or removed, but we do not replace, repair, or reinstall it.
- There will be a large amount of dust when making concrete breakouts and customer is responsible for house cleaning.
- With Pier & Beam work, we cannot guarantee that all issues are discovered due to the lack of visibility *and/or* access.
- There is the potential for some damage to ducting in crawlspaces.
- Jobs cancelled within seven days prior to the start date will be charged \$250, plus the cost of permit and Engineering

**Plants, bushes, trees, vegetation, etc. that we must cut back and/or move out of the way will be distressed and will probably not survive. Please contact a landscaper or gardener to have them professionally moved before foundation work begins. Perma-Pier does not reimburse or replace plants that wither, shrivel, die, or are destroyed because of foundation repair and associated activities such as moving plants, digging, equipment traffic, foot traffic, etc.**



## PLUMBING TEST ADDENDUM

A Post-Repair Plumbing Test on both the fresh water and sewer systems is Required on ALL Pier/Piling Related Jobs. When a plumbing test is included in the contract, we will arrange for Black Tie Plumbing to perform a post-foundation repair plumbing test for the property once all completed job paperwork is received in the main office. This testing consists of a **Domestic Water Pressure Test** along with a **Sewer Hydrostatic Test** at slab level. A passing plumbing test assures both you and Perma-Pier Foundation Repair that there is no leaking water under the foundation that could add moisture to the soils supporting the foundation which can compromise your foundation.

In our experience of over 25,000 successful jobs, only about one third of structures that need or have foundation repair also have an existing, or may develop, a plumbing leak. A pre-existing plumbing leak can actually be the reason foundation problems occurred in the first place. Plumbing pipes run under and through the foundation. Movement of the supporting soils makes foundation repairs necessary and may cause pipes to become compromised. These leaks typically lead to unequal moisture in the soils supporting the structure and can undermine your foundation. Swelling of the soil caused by too much moisture due to unaddressed plumbing leaks could potentially void any company's warranty.

***\*Please note that your foundation work is warranted, and a recent (within the past year) passing plumbing test is required for future work done under warranty or to transfer the warranty in case the property is sold.***

In order to perform the post-repair domestic water pressure test, **we will need access to a hose faucet utilizing the supplied city pressure**. The sewer hydrostatic test is performed by using the **cleanout**. If a cleanout is not easily found, you may have one but it may be hidden by mulch, groundcover, dirt, gravel, etc. and Black Tie Plumbing can try to locate it, if you wish, for \$150.00. **If a cleanout does not exist, or if the cleanout is not directed toward the house, installation of a dual-directional (two-way) cleanout is recommended** and can be installed by Black Tie Plumbing for approximately \$750 - \$950, depending on the depth of the main line. If there are any obstructions, (roots, trees, concrete, gravel, etc.) or if the main sewer pipe is unusually deep, additional charges may apply.

In the event that the plumbing test fails, Black Tie Plumbing may be hired to perform a leak locate and subsequent repair(s). Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. It is the customer's financial responsibility to repair plumbing leaks.

Should the dual-directional cleanout require locating and/or installing, or if plumbing repairs are needed, we recommend you use our partner company, Black Tie Plumbing, for this because foundation plumbing is their specialty. You may also use any State of Texas board-approved Master Plumber to either locate and/or install a dual-directional cleanout, perform repairs, or to perform post-repair plumbing tests. If you elect to use a licensed plumber other than Black Tie Plumbing for any repairs, please have them also perform the appropriate test(s) after repairs. Black Tie Plumbing will not certify another plumber's repairs. Perma-Pier will need a copy of the passing plumbing test once it's completed to maintain your warranty. Please note that if additional plumbing repairs are made, all inspections, permits, and codes are to be followed in accordance with state and local statutes.