



G.L.Hunt

FOUNDATION REPAIR

Since 1987

Billing Address

Ron Littmann
2220 Andover Street
Fort Worth, TX 76114 USA

Corporate Office: (817) 222-9253
Billing Office: (817) 438-8824
Remit Payment To: 4021 Benbrook Hwy, Fort
Worth, TX 76116

Estimate 165478018
Job 165474679
Estimate Date 4/17/2023
Customer PO

Job Address

Ron Littmann
2220 Andover Street
Fort Worth, TX 76114 USA

Estimate Details

Ron Littmann Drainage Repair + Warranty Adjustments: Make sure you read the agreement in full. I have never had an unhappy customer that has read the agreement and terms and conditions. Any questions or clarifications you have, we can handle them before we ever put a shovel in the ground. Transparency is important to us!

This repair plan is designed to help move water away from the home to protect the homes foundation.

Task #	Description	Quantity
Gutters 5"	Gutters 5" Leafguards Single Story:	134.00
With	1 Year Limited Warranty on leaks and defects in workmanship. This does not include acts of	
Leafguards	God, lack of care and maintenance or negligence by the property owner(s). This is for a	
DFW	single story property.	
Downspout 5"	Downspout 5":	55.00
DFW	Install downspouts to gutter system. 1 Year Warranty on defects in workmanship.	
Downspout	Downspout Tie In:	4.00
Tie In DFW	Tie in the downspout to the drainage system.	
	No Warranty.	
Collection Box	Collection Box:	2.00
DFW	Collection Boxes are used to capture standing water that ponds during rain storms.	
	No Warranty.	
Solid Surface	Solid Surface PVC Drain 6":	40.00
Drain 6" DFW	Up to 24". G.L. Hunt's Solid Surface Drain system captures storm water and discharges that	
	water away from the structure. 1 Year Limited Transferable Functional Warranty.	
Solid Surface	Solid Surface PVC Drain 6":	40.00
Drain 6" DFW	Up to 24". G.L. Hunt's Solid Surface Drain system captures storm water and discharges that	
	water away from the structure. 1 Year Limited Transferable Functional Warranty.	
Sump Pump	Sump Pump 3/4 HP:	1.00
3/4 HP DFW	Sump Pumps are utilized to pump captured stormwater away from the structure when	
	there is insufficient elevation to allow the drainage system to discharge via gravity. This is a	
	3/4 hp. The electrician will install the wiring. 1 Year Limited Transferable Functional	
	Warranty.	
Discharge Line	Discharge Line 2":	26.00
2" DFW	We will install a 2" discharge line running from the sump pump to the identified discharge	
	point.	
	1 Year parts and labor.	
Swale -	Swale - Concrete:	2.00
Concrete DFW	Swales follow the contours around the base of an artificial slope, redirecting storm water	
	and filtering runoff as it sinks into the soil and flows away from the structure. Swales are 24"	
	wide and 4" deep. No Warranty.	
Concrete	Concrete Demo/Repour <400sqft:	185.00
Under 400 sq	Under 400 square feet. Demo and repour concrete. This includes dump fees. See concrete	
ft. DFW	terms and conditions for warranty terms.	
Warranty Adj.	Warranty Adjust - Combination:	14.00
Combo DFW	We have inspected the performance of the previously installed combination piers and found	
	that adjustments for settling are needed.	
Post Repair	Complimentary Post Repair Plumbing Test:	1.00
Plumbing Test	Upon final payment, G.L. Hunt will order a plumbing test from one of our preferred vendors.	
DFW	If using your own plumber for repairs you will need to have that plumber provide the post	
	plumbing test after the repair is made and that test is not covered by G.L. Hunt.	
	No Warranty.	

#	Description
DFW Manager	Can Not Be Combined with Yes Loan Program or any other discount.
Discount - 10%	

DFW Manager Discount - 2.5% Final discount authorized by a G.L. Hunt Manager. Thank you for becoming a part of the G.L. Hunt family! Can Not Be Combined with Yes Loan Program or any other discount.

DFW Manager Discount - 2.5% Final discount authorized by a G.L. Hunt Manager. Thank you for becoming a part of the G.L. Hunt family! Can Not Be Combined with Yes Loan Program or any other discount.

Sub-Total	\$16,085.40
Tax	\$0.00
Total	<u>\$16,085.40</u>

We have an amazing Referral Program! Ask us how you can earn \$150 by referring your friends and family!

The Terms and Conditions, along with this contract, serve as proof of warranty. Warranty is only active once we have received final payment and a passing plumbing test. Payment terms cannot be changed once the estimate is signed. Payment is due within 48 hours of emailed invoice unless otherwise noted on the contract see warranty terms and conditions for a detailed explanation.

This Contract, including the terms and conditions on the following pages, is a binding obligation between G.L. Hunt Company, Inc., and the above-identified customer(s) for completion of the repairs described herein at the Property by G.L. Hunt Co Inc., in exchange for payment of the contract price listed herein by Customer, subject to adjustments as change orders may be needed and is effective upon execution by the Customer. The Contract Price shall expire if not accepted within thirty (30) days. The property owner(s) has/have three days from the date of this contract to rescind without penalty. After the rescission, there will be a 10% cancellation fee to cover the expenses G.L. Hunt has incurred.

* We have never had an unhappy customer that read the contract and terms and conditions. Please bring up any concerns before the job begins.

* Free post plumbing test is only available if you have dual cleanouts. We do not pay for plumbing repairs, location/installation of cleanouts, or to use your own plumber.

* We are not responsible for moving furniture, replacing flooring, or Texas811 availability.

* There are inherent risks during foundation repair, and we are not responsible for collateral damage, please see warranty terms.

* We require a 25% down payment. If Enerbank Financing is used, a 20% deposit will be taken. If financing through PAC or IHF then the deposit will be due 7 days prior to the job start date. If paying by check, then you understand and authorize G.L. Hunt Co Inc. to convert the check to an electronic debit. Funds may withdraw from your account as soon as the same day. Electronic debit means you will not receive your check back from your financial institution. Discounts are not allowed if using the Yes Loan for financing, and discounts may be changed or altered based on the financing program you choose or are approved for.

* This contract and the attached general conditions serve as your warranty. Warranty is not active until payment in full is received and post-work plumbing test is passing.

By signing this document Ron Littmann is affirming they have read and understood the Terms and Conditions acknowledging that all payment for services performed by G.L. Hunt Foundation Repair is due upon completion of the lift and must be paid before the foreman leaves the jobsite. Payments can be given to the foreman, paid through the online portal, or called into the office. Late payments are subject to a 1.5% late fee per month and could be subject to additional fees per the terms and conditions. [Click here to view a copy Terms and Conditions.](#)

IMPORTANT NOTICE: You and G.L. Hunt Co Inc. are responsible for meeting the terms and conditions of this contract. If you sign this contract and fail to meet its terms and conditions, a lien could be filed on your property. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW** Unless G.L. Hunt Co Inc.'s Work is necessary to complete immediate repairs to conditions at the Property that materially affect the health or safety of a person residing therein or unless Customer requests G.L. Hunt Co Inc. to immediately begin its Work, Customer may cancel this transaction at any time before midnight of the third day after the date of this transaction without penalty. After the third-day customer understands the cancellation fee is 10% of the price of the contract to cover any fees incurred. This contract is subject to Chapter 27 of the TEXAS PROPERTY CODE. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and the defect has not been corrected through normal warranty service, you must provide a notice regarding the defect to your contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27 of the TEXAS PROPERTY CODE and must describe the construction defect. If requested by your Contractor, you must provide your contractor an opportunity to inspect and cure the defect as provided by Section 27.004 et seq. of the TEXAS PROPERTY CODE.

1. **DISCOVERY CLAUSES** -- Existing Piers – Discovery of existing builder piers, or steel bracket piers, will incur an additional charge per change order at **\$225** per pier to disable. -Non-Steel Reinforced Grade Beams – If we are performing repairs on a property without reinforced grade beams, work will cease until a change order is agreed upon. -Shallow Water Table – If we discover that there is an unusually shallow water table that prohibits our work or changes our work then, work will cease until a change order is agreed upon. -Deep Grade Beam-If your grade beam is deeper than 30" then there is a **\$75** per foot per hole fee assessed and additional time may be needed to complete the job. -Tunneling Depth – Standard tunnels are 3'x3'. If a tunnel depth increase is needed due to beam depth, then an additional charge of **\$75** per foot in depth will be charged per foot we excavate. -The steel pier pricing is for up to 30 feet in depth. Piers that go deeper than 30 feet will be charged **\$18** per foot. -The concrete pier pricing is for up to 20 feet in depth. Piers that go deeper than 20 feet will be charged an additional **\$10** per foot on top of our standard price. -This Contract contains the entire agreement of the parties with respect to the subject matter of the Contract. The contract supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Contract can only be amended through a written document formally executed by all parties.
2. **CHANGES/MODIFICATIONS** - Any changes or additions to G.L. Hunt Co Inc.'s scope of Work, whether orally or in writing, which involve extra costs, will become an extra charge to the Contract Price. In such case, G.L. Hunt Co Inc. may submit a proposed change order to the Customer, detailing the estimated cost to perform the Changed Work. If G.L. Hunt Co Inc. submits a proposed change order, then Customer agrees to promptly review and accept or deny the Change Order, which may be accepted verbally, by executing the change order, or electronically by email, text, or other electronic messaging systems. Any schedule for G.L. Hunt Co Inc.'s work shall be extended for any delays incurred because of the Customer's delay in reviewing a change order, as well as for the time taken to complete the changed work. If G.L. Hunt Co Inc. chooses to perform Changed Work upon a request by Customer without obtaining a signed, written change order, then, any schedule shall be automatically extended to cover the additional time needed to complete the Changed Work and Customer agrees to remit payment of the additional costs incurred by G.L. Hunt Co Inc. in performing the changed work.
3. **EXCLUSIONS** - Customer agrees and understands that G.L. Hunt Co Inc.'s work will involve moving the foundation to improve the construction on the Property. There are inherent risks and consequences of raising a foundation that can result in all types of damage caused by a shifting foundation, which cannot be avoided, and include without limitation cracked or broken pipes and wires, cracked walls or ceilings, cracked flooring, windows and doors that do not open or close properly, cracked drywall, or exterior cracks. If these conditions existed prior to G.L. Hunt Co Inc.'s Work, then they may be resolved, but they may be exacerbated or occur in other locations. Customer waives and releases G.L. Hunt Co Inc. for any all of the foregoing damage that results from G.L. Hunt Co Inc.'s performance of the work. G.L. Hunt Co Inc.'s goal is to return the foundation as near its original horizontal position as possible but reserves the right to stop raising the foundation when in G.L. Hunt Co Inc.'s sole opinion, further raising will cause irreparable damage to the foundation or structure. G.L. Hunt Co Inc. is not responsible or liable for any preexisting, hidden, and/or concealed conditions existing at the Property whether subsurface or above ground. In this regard, G.L. Hunt Co Inc. reserves the right to alter the placement of piers or any other portion of its Work necessary because of any previously existing condition at the Property, such as underground pipes or wires that may change the placement of piers. Customer agrees that G.L. Hunt Co Inc. is not responsible or liable for repairs or replacement of any damage caused by the performance of G.L. Hunt Co Inc.'s Work, whether it is exposed, concealed, or buried, to the foundation, to the structure(including but not limited to cosmetic damage," plumbing, floor, electrical wiring, 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, wood or other decks, spas, or personal property. Please remove all items from the walls in the area to be lifted. Please remove exterior ground or hanging lighting from the work area before the work starts. G.L. Hunt Co Inc. will replant the existing shrubbery where it performs its Work but does not guarantee, or warrant their survival. The customer is advised to consult a landscaper to remove established plantings or shrubs prior to foundation work. Property owner(s) shall supply G.L. Hunt Co Inc. with water and electricity at the owner's expense. Our company must always have access to the breaker box and must enter the property at the time it is leveled.
4. **SCHEDULE** - G.L. Hunt Co Inc. may start the work at any time on the date agreed upon and Customer agrees to provide access to the Property on the interior for evaluation and completion of G.L. Hunt Co Inc.'s work. If the customer does not want our crew working after dark, they must notify G.L. Hunt prior to work beginning. In the event Customer fails to allow access to the Property in accordance with the foregoing terms, then G.L. Hunt Co Inc. shall be entitled to an extension to any schedule for the work and

entitled to a fee of **\$250.00** for each time its workers go to the Property and are denied access. In addition, if the customer delays the progress of work while onsite there could be additional charges of **\$250** per hour charged to the final invoice. Any representations for the dates for the performance of the Work are estimates and are made in good faith but are not guaranteed. G.L. Hunt Co Inc. shall be not responsible for any delays caused by the Customer, other residents in the Property, other contractors retained by Customer, or hidden/defective conditions at the Property and shall have any schedule extended by any delays suffered as a result thereof.

5. **PAYMENT** - Payment shall be made by Payment Plan, Pay at Close, Credit Card, Check, or Cashier's Check made payable only to G.L. Hunt Co Inc. in accordance with the payment provision on page 1 of this Contract. If Customer fail(s) to remit payment upon completion of the lift, then G.L. Hunt Co Inc. shall be entitled to interest on the overdue balance accruing at the rate of one-and-one-half percent (1.5%) per month beginning thirty days after G.L. Hunt Co Inc. completes the lift, or at the highest rate of interest permitted by law, whichever is less. There are times when a portion of the job is unable to be completed due to issues such as plumbing leaks, water intrusion, gas leaks, etc. In the case this happens and it delays our job then G.L. Hunt will collect payment on the completed portion of the job and the remaining portion of the job will be billed at the time of completion. In the event, the job is completed but there is a request to leave holes opened for a third party to do repairs then G.L. Hunt will collect on 90% of the job and then will collect the remaining 10% once the hole is closed and clean up is completed we will collect the remaining 10%.

6. **WARRANTY** - The Lifetime Warranty work only applies to the pressed pilings (concrete, combination, or steel). 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 or 1/4" in horizontal span. This warranty only applies to the work performed by the 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. All warranties granted herein are expressly conditioned upon the receipt of full payment of the contract price, plus any adjustments thereto. Excluded from this warranty is covered under the Exclusions section of this warranty. Plumbing leaks are a primary cause of foundation issues and therefore, it is a condition precedent to G.L. Hunt Co Inc.'s obligation to perform any warranty work or inspection for Customer to have obtained a passing plumbing test within the last ninety days by a licensed plumber which shows that there are no leaks affecting the foundation. The two tests are a domestic water pressure test and a sewer hydrostatic test. If the plumbing test fails, the next step is to order a leak locate. Once you have these results, please send them to info@glhunt.com. G.L. Hunt shall not be liable for any incidental or consequential damages resulting from any defect covered by this warranty, and in no event shall G.L. Hunt Co Inc's liability to the customer exceeds the cost of correcting or replacing the defective work. The customer agrees to provide G.L. Hunt Co Inc. first option to repair any item covered by its warranty. This warranty is voidable if any repairs or modifications to its work are performed or attempted by someone other than G.L. Hunt Co Inc. The scope of work covered by this warranty does not guarantee that no work will be needed in the future.

THIS WARRANTY SHALL BE NULL AND VOID IF: -- Proof of passing the plumbing test by a licensed plumber is not received within 30 days of completion of foundation repair. Location and/or installation of cleanouts are not included and may be required to perform plumbing tests. --Full payment is not received 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 the 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 depth. --The foundation is undermined (i.e., soil slumping, eroding, plumbing leaks, creek beds, excavations, etc.) --The natural eroding of the existing structure. --Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of God and nature. --Structure is not reasonably maintained (i.e., proper or controlled water, gutters, drainage, watering system). --The foundation is repaired in any way by another construction company. i.e., the addition of new piers, adjusting existing piers, etc. --Structure has foundation repair performed by another foundation repair company after G.L. Hunt.

7. **FORCE MAJEURE**- G.L. Hunt Co Inc. shall not be responsible or liable for any failures with respect to its performance under this Contract that is caused by any Acts of God or other cause outside of its control, including, but not limited to: epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, rain, floods, droughts; strikes, lockouts, material shortages, industrial disturbances, acts of public enemies or terrorists, orders of any kind of governmental authority, insurrections, riots, arrests, restraints of government and people, civil disturbances, explosions; breakage or accidents to machinery, pipelines, pumps, canals, or other facilities, or the partial or entire failure of necessary utilities.

1. **DISPUTE RESOLUTION**-For any claim or dispute arising out of or related to this Contract, the parties shall attend mediation before a mutually agreeable mediator in Tarrant County, Bexar County, or Travis County, prior to the filing of any arbitration or litigation. If mediation is unsuccessful, then G.L. Hunt Co Inc. has the sole right and option to have any dispute or claim arising out of, or relating to, this Contract determined by arbitration before a single arbitrator, mutually selected by the parties. The venue of such proceeding shall be exclusively in Tarrant County, Bexar County, or Travis County or by zoom in the county of your choice. Any award rendered may be entered in any court having jurisdiction thereof. IF G.L. Hunt Co Inc. DOES NOT ELECT TO SUBMIT A DISPUTE TO ARBITRATION, THEN CUSTOMER WAIVES ITS RIGHT TO A JURY TRIAL AND CONSENTS TO A BENCH TRIAL BEFORE A COURT OF COMPETENT JURISDICTION IN ONE OF THE FOLLOWING COUNTIES: Tarrant County, Travis County, or Bexar County.

2. **ATTORNEY'S FEES**-If either party retains an attorney to enforce any obligation of this Contract or to defend against any claim, then the prevailing party shall be entitled to recover all attorneys' fees, costs, and expenses incurred in the litigation and/or arbitration.

3. **MERGER/SEVERANCE**-This Contract contains and includes the entire understanding of the parties. Any prior oral agreements, proposals, representations, understandings, and correspondence are hereby superseded and replaced by this Contract. If any provisions of this Contract should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions

of this Contract shall not be affected hereby.

4. **CONSEQUENTIAL DAMAGES**-Customer and G.L. Hunt Co Inc. 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 relating to this agreement, including but not limited to the termination of this Agreement by either the property owner(s) or Contractor.
5. **TRANSFER OF WARRANTY**-In the event a change in ownership occurs, the assignment of this warranty to a new owner or owners must be accomplished no later than thirty (30) days after the sale of the property. The assignment will be made in accordance with the warranty and with the procedures in effect at the time of the transfer upon receipt of a recent (within 6 months) passing plumbing test, and the transfer fee is current at the time of transfer. 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 (30) DAYS AFTER THE TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID. NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test, and a check for \$150 for the transfer fee.

****Customer understands that their property could be used in marketing pieces both printed and online. If they do not agree to this they must notify G.L. Hunt in writing or by email prior to job start date.****

Preparation for and Expectations During and after Foundation Repair

Preparation – Customer responsibility.

Remove paintings or anything hanging on walls near where foundation work is being performed. If you have any questions as to whether or not to remove something, please remove it to be safe. Remove items from shelving or mantles near where foundation work is being performed.

G.L. Hunt will not be responsible for broken personal items that break during a foundation installation.

Plants – We will be glad to remove plants if they are in the way or cut them back, but we do not expect them to live because of the strain that is put on them from the process of installing piers. If you would like, you can hire a landscaper to remove plants near the installation area and replace them after we have left. This will help raise the chance of their survival.

Water – Please water around the perimeter of the slab in the area that is being worked on the day before we arrive. It will help the digging process as well as the pressing of the piers and the lift of the slab to give you a better installation. If there have been recent rains then watering is not necessary.

Expectations during and after Foundation Repair.

Brick cracks may close, and they may not close. It is our goal to close any brick cracks that exist, but there may be limitations during the lift that can prevent the cracks from closing. Sometimes there is a horizontal shift, and that will rarely come back. Sometimes the grade beam is too weak to lift the amount we would like, and it would cause more damage than good to lift further, and the cracks cannot close.

You can have mortar work done directly after slab repair, but we recommend you wait several months for all settling to occur before you do any drywall repair or painting after foundation work. The amount of the lift will determine the proper amount of time to wait for repairs.

Window, door adjustment, and closure of interior drywall cracks are the same as above. The goal will be to get all those areas cosmetically or visually appealing, but there may be some limitations. Doors especially can present problems since many times customers or previous owners may have shaved the doors to be able to open and close. When we lift the building, it can reverse that. We do not reset doors or guarantee that they will be aligned after a lift. You may need to hire a carpenter to rehang the doors if you would like them to be square.

Sink Holes – When we dig to install piers it will loosen the dirt. We will pack it back down after the lift but sinkholes will likely develop after a good rain or two. Please contact the office for a dirt order to have those sinkholes filled back in. We offer a one-year warranty after initial work is completed for dirt orders to be performed on sinkholes. After we complete the initial work, we often times spread the extra dirt out but leave the dirt high in those areas to help with sinkholes. If you request us to haul off the dirt left high above the pier holes then we will not bring dirt back if the holes sink.

Dirt – When we do foundation repair, we are pulling soil out from under the property that is often filled with debris. If you do not want this soil showing, then please discuss with your Project Manager adding topsoil for a cleaner more finished look with no debris

Breakouts – If there are concrete breakouts, we will use a jackhammer to break out the concrete and we will fill it back after

the job is done.

Interior Piers – **All furniture must be removed from the room where interior piers are being installed.** There must also be a clear pathway to and from the interior piers to the outside of the house. **We do NOT remove or relax the carpet.** If you want your carpet to be professionally removed, cut, or relaxed, then you would need to hire a carpet company to perform that work. Please wait seven days after the foundation work has been performed to allow the concrete to cure before having your flooring replaced. In addition, interior piers create a lot of dust. Our crews will clean up but will not be able to remove all the dust. We do offer post-repair building cleaning. Please talk to your Project Manager if you would like this added to your contract.

Watering – After your foundation has been worked on, you will still need to maintain a watering program for your foundation. This includes pier and beam, and slab foundation. Please see the watering guidelines and suggestions.