



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT **5217 Westheimer Road, Keller, Texas 76244**

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☐ Is ☒ Is not occupying the property. If unoccupied (by Seller), how long since Seller has occupied The Property? ☒ **11 months** (approximate date) ☐ Never occupied the Property.

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	✓		
Carbon Monoxide Det.		✓	
Ceiling Fans	✓		
Cooktop		✓	
Dishwasher	✓		
Disposal	✓		
Emergency Escape Ladder(s)		✓	
Exhaust Fans	✓		
Fences	✓		
Fire Detection Equip.	✓		
French Drain			✓
Gas Fixtures	✓		
Liquid Propane Gas:		✓	
-LP Community (Captive)		✓	
-LP on Property		✓	

Item	Y	N	U
Natural Gas Lines	✓		
Fuel Gas Piping:		✓	
-Black Iron Pipe			✓
-Copper			✓
-Corrugated Stainless Steel Tubing			✓
Hot Tub		✓	
Intercom System		✓	
Microwave	✓		
Outdoor Grill		✓	
Patio/Decking	✓		
Plumbing System	✓		
Pool		✓	
Pool Equipment		✓	
Pool Maint. Accessories		✓	
Pool Heater		✓	

Item	Y	N	U
Pump: ☐ sump ☐ grinder		✓	
Rain Gutters	✓		
Range/Stove	✓		
Roof/Attic Vents	✓		
Sauna		✓	
Smoke Detector	✓		
Smoke Detector – Hearing Impaired		✓	
Spa		✓	
Trash Compactor		✓	
TV Antenna		✓	
Washer/Dryer Hookup	✓		
Window Screens	✓		
Public Sewer System	✓		

Item	Y	N	U	Additional Information
Central A/C	✓			☒ electric ☐ gas number of units: 2
Evaporative Coolers		✓		number of units:
Wall/Window AC Units		✓		number of units:
Attic Fan(s)		✓		if yes, describe:
Central Heat	✓			☐ electric ☒ gas number of units: 2
Other Heat		✓		if yes describe:
Oven	✓			number of ovens: 1 ☐ electric ☒ gas ☐ other:
Fireplace & Chimney	✓			☐ wood ☐ gas logs ☐ mock ☒ other: Wood burning with gas starter
Carport		✓		☐ attached ☐ not attached
Garage	✓			☒ attached ☐ not attached
Garage Door Openers	✓			number of units: 1 number of remotes: 2
Satellite Dish & Controls		✓		☐ owned ☐ leased from

Security System	✓		☒ owned ☐ leased from
Solar Panels		✓	☐ owned ☐ leased from
Water Heater	✓		☐ electric ☒ gas ☐ other: number of units: 2
Water Softener		✓	☐ owned ☐ leased from
Other Leased Item(s)		✓	if yes, describe:
Underground Lawn Sprinkler	✓		☒ automatic ☐ manual areas covered: Front and backyard
Septic / On-Site Sewer Facility		✓	if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: ☒ City ☐ Well ☐ MUD ☐ Co-op ☐ Unknown ☐ Other: _____

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: **GAF HD Shingle** Age: **2** (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ Yes ☒ No ☐ Unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary):

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		✓	Floors		✓	Sidewalks	✓	
Ceilings		✓	Foundation / Slab(s)		✓	Walls / Fences		✓
Doors		✓	Interior Walls		✓	Windows		✓
Driveways		✓	Lighting Fixtures		✓	Other Structural Components		✓
Electrical Systems		✓	Plumbing Systems		✓			
Exterior Walls		✓	Roof		✓			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

(Sidewalks) Sidewalk not level

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		✓	Radon Gas		✓
Asbestos Components		✓	Settling		✓
Diseased Trees: oak wilt		✓	Soil Movement		✓
Endangered Species/Habitat on Property		✓	Subsurface Structure or Pits		✓
Fault Lines		✓	Underground Storage Tanks		✓
Hazardous or Toxic Waste		✓	Unplatted Easements		✓
Improper Drainage		✓	Unrecorded Easements		✓
Intermittent or Weather Springs		✓	Urea-formaldehyde Insulation		✓

Landfill		✓
Lead-Based Paint or Lead-Based Pt. Hazards		✓
Encroachments onto the Property		✓
Improvements encroaching on others' property		✓
Located in Historic District		✓
Historic Property Designation		✓
Previous Foundation Repairs	✓	
Previous Roof Repairs	✓	
Previous Other Structural Repairs		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓

Water Damage Not Due to a Flood Event		✓
Wetlands on Property		✓
Wood Rot		✓
Active infestation of termites or other wood destroying insects (WDI)		✓
Previous treatment for termites or WDI		✓
Previous termite or WDI damage repaired		✓
Previous Fires		✓
Termite or WDI damage needing repair		✓
Single Blockable Main Drain in Pool/Hot Tub/Spa*		✓

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

(Previous Foundation Repairs) Foundation repair with full transferable warranty. 8 steel pressed pilings from Pinnacle Foundation. Repair in 2022 and have not had issues since.

(Previous Roof Repairs) Complete roof and chimney repair due to hail storm damage in 2023. Can provide information upon request.

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Present flood insurance coverage.
- ☐ ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☐ ☒ Previous flooding due to a natural flood event.
- ☐ ☒ Previous water penetration into a structure on the Property due to a natural flood.
- ☐ ☒ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- ☐ ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☐ ☒ Located ☐ wholly ☐ partly in a floodway.
- ☐ ☒ Located ☐ wholly ☐ partly in a flood pool.

☐ ☒ Located ☐ wholly ☐ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary):

****If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).***

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary):

**Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).*

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary):

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time
- ☒ ☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: **Wilshire Valley**

Manager's Name: **Firstservice Residential** Phone: **8773782388**

Phone: **8773782388**

Fees or assessments are: \$ **330** per **Year** ☒ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ Yes (\$) ☒ No

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

☐ ☒ Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe

--

☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

☐ ☒ If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☐ ☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

☐ ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☐ ☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

(Q2) 330 dollar annual dues to Wilshire Valley HOA

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages



Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property.
A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- | | | |
|--|---|--|
| ☐ Homestead | ☐ Senior Citizen | ☐ Disabled |
| ☐ Wildlife Management | ☐ Agricultural | ☒ Disabled Veteran |
| ☐ Other: _____ | | ☐ Unknown |

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☒ yes ☐ no**Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?** ☐ yes ☒ no If yes, explain:**Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?*** ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary):

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Leonardo Garcia 2025-08-26
Signature of Seller Date

Monick Garcia 2025-08-26
Signature of Seller Date

Printed Name: Leonardo Garcia

Printed Name: Monick Garcia

ADDITIONAL NOTICES TO BUYER:

(1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.

- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>Tri-County Electric</u>	Phone #: <u>(817) 444-3201</u>
Sewer: <u>Fort Worth</u>	Phone #: <u>(817) 392-4477</u>
Water: <u>Fort Worth</u>	Phone #: <u>(817) 392-4477</u>
Cable: _____	Phone #: _____
Trash: <u>Fort Worth</u>	Phone #: <u>(817) 392-4477</u>
Natural Gas: <u>Atoms Energy</u>	Phone #: <u>(888) 286-6700</u>
Phone Company: _____	Phone #: _____
Propane: _____	Phone #: _____
Internet: _____	Phone #: _____

This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____ Date _____
 Printed Name: _____

Signature of Buyer _____ Date _____
 Printed Name: _____



PINNACLE
FOUNDATION REPAIR

Limited Lifetime Warranty

5217 Westheimer Rd

Fort Worth, TX 76244

8 Steel Pressed Pilings

Lifetime Transferable Warranty applies to all eight (8) pressed pilings installed by Pinnacle Foundation Repair.

*Further information included in Repair Agreement Dated 5/10/22 and attached to this certificate

Owner: Leonardo Garcia

Effective Date: 6/2/22

Approved by: 

Robby Brown, CEO

THE LIFETIME WARRANTY APPLIES TO ALL INSTALLED PRESSED PILINGS AND IS ACTIVATED UPON RECEIPT OF PAYMENT IN FULL AND A PASSING PLUMBING TEST. IT IS PINNACLE'S INTENTION TO STABILIZE THE DOWNWARD MOVEMENT (SETTLING) ONLY OF THE FOUNDATION IN THE AREA(S) COVERED BY THIS CONTRACT TO ACCEPTABLE CRITERIA SET BY THE TEXAS SECTION AMERICAN SOCIETY OF CIVIL ENGINEERS AND BY THE FOUNDATION PERFORMANCE ASSOCIATION, WHICH IS ONE (1) PART IN TWO HUNDRED FORTY (240) PARTS FOR THE LIFE OF THE STRUCTURE THAT IT SUPPORTS (OR APPROXIMATELY 1" PER 20' SPAN.) THE WARRANTY APPLIES ONLY TO THE WORK PERFORMED BY THE CONTRACTOR AS SPECIFICALLY NOTED IN THE "WARRANTY INFORMATION" SECTION. AREAS WHERE NO WORK WAS PERFORMED ARE NOT COVERED UNDER WARRANTY.

NOTE: THIS SIGNED CONTRACT, A PASSING PLUMBING TEST NO MORE THAN A YEAR OLD, AND A PAID INVOICE IS YOUR PROOF OF WARRANTY.

A) WARRANTY BECOMES NULL AND VOID UNDER THE FOLLOWING CONDITIONS:

- FULL PAYMENT IS NOT MADE WITHIN 30 DAYS OF COMPLETION OF WORK DESCRIBED IN "DESCRIPTION OF WORK" UNLESS OTHERWISE SPECIFIED IN THE CONTRACT.
- POST-REPAIR PLUMBING TESTS ARE NOT PERFORMED, OR IF TESTS FAIL AND REPAIRS ARE NOT MADE WITHIN 90 DAYS. (APPLIES TO ALL PIER RELATED JOBS). LOCATING AND/OR INSTALLATION OF DUAL-DIRECTIONAL CLEANOUT(S) BY A LICENSED PLUMBER AT CUSTOMER'S EXPENSE MAY BE REQUIRED TO TEST PLUMBING.
- THE FOUNDATION IS UNDERMINED (E.G., UNADDRESSED PLUMBING LEAKS, STRUCTURE IS SITED ON A FAULT, SOIL SLUMPING, SOIL EROSION, EXCAVATIONS, ETC.)
- ADDITIONAL STORY IS ADDED TO THE STRUCTURE, OR CHANGES OF A SIMILAR SCOPE ARE MADE WHEN SUCH CHANGES WOULD AFFECT LOADS ON THE FOUNDATION, WITHOUT THE PRIOR WRITTEN APPROVAL OF CONTRACTOR.
- THE STRUCTURE OR PARTS OF THE STRUCTURE IS/ARE FULLY OR PARTIALLY DISMANTLED, RAZED, OR DEMOLISHED, AND/OR IF INSTALLED FOUNDATION REPAIR COMPONENTS ARE ALTERED, REMOVED, DEMOLISHED, MODIFIED, DAMAGED, OR ADJUSTED BY ANY PARTY OTHER THAN PINNACLE FOUNDATION REPAIR.
- ANY ACCIDENTAL OR INTENTIONAL DAMAGE, FIRE, EARTHQUAKE, FLOOD (INCLUDING PLUMBING LEAKS), WINDSTORM, TORNADO, HURRICANE, OR OTHER ACTS OF NATURE.
- UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE FROM THE FOUNDATION EQUAL TO OR LESS THAN THEIR MAXIMUM DEPTH.
- CONTRACTOR IS NOT ALLOWED THE FIRST OPPORTUNITY TO INSPECT AND ADJUST FOUNDATION WORK INSTALLED BY PINNACLE FOUNDATION REPAIR

B) TRANSFER OF WARRANTY

IN THE EVENT A CHANGE IN OWNERSHIP OCCURS, ASSIGNMENT OF THIS WARRANTY TO A NEW OWNER OR OWNERS SHALL 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 DOCUMENTATION OF A PASSING PLUMBING TEST BY A STATE LICENSED PLUMBER CURRENT WITHIN THE PAST YEAR. SO LONG AS THE PROVISIONS OF THIS PARAGRAPH ARE MET, THERE IS NO LIMIT TO THE NUMBER OF TRANSFERS THAT CAN BE MADE. NOTE: TO REINSTATE A LAPSED WARRANTY, A PASSING PLUMBING TEST NO MORE THAN A YEAR OLD IS REQUIRED.

C) 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 (LESS 3RD PARTY FEES AND/OR PROCESSING FEES ALREADY PAID,) OR ANOTHER MUTUALLY AGREED AMOUNT.

4. DISCLAIMER OF ADDITIONAL WARRANTIES

EXCEPT FOR 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, QUALITY, 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.



OFFICE ADDRESS: 2550 114TH ST. STE. 105A GRAND PRAIRIE, TX 75050
OFFICE: 972-251-0018 FAX: 972-752-3638



EVALUATOR: **ROBBY BROWN** ROBBY.BROWN@PINNACLEFOUNDATIONREPAIR.COM 214-240-0998

DATE: **5/10/22**

AGREEMENT

PINNACLE FOUNDATION REPAIR (THE "CONTRACTOR") AND **LEONARDO GARCIA** (THE "CUSTOMER/OWNER")
AGREE THAT THE CONTRACTOR WILL FURNISH LABOR, EQUIPMENT, AND MATERIALS TO PERFORM THE FOLLOWING DESCRIBED WORK TO THE BUILDING OR STRUCTURE
LOCATED AT:

5217 WESTHEIMER STREET ADDRESS
FORT WORTH CITY
TX 76244 STATE
714-422-5341 ZIP
714-422-5341 PHONE NUMBER
jm.cali.fam@gmail.com EMAIL ADDRESS
YEAR BUILT: **2006** FOUNDATION TYPE: **SLAB** PERMIT REQUIRED: **YES**

QTY.	SCOPE OF WORK (DRAWING ATTACHED):
8	STEEL PRESSED PILINGS. DOUBLE WALLED STEEL INTERLOCKED CYLINDERS DRIVEN INTO THE GROUND USING A SPECIALIZED HYDRAULIC PRESS. PILINGS ARE PUSHED TO A POINT OF REFUSAL OR 48,000 LBS OF LOAD, WHICHEVER COMES FIRST. CEMENT IS FILLED IN CENTER.
2	INTERIOR CONCRETE BREAKOUTS- WILL BE REPOURED BUT COLOR/FINISH MAY NOT MATCH AND NOT BE EXPECTED AND IS NOT GUARANTEED. CONTRACTOR IS NOT RESPONSIBLE FOR MOVING FURNITURE, PULLING BACK OR REPLACING/REPAIRING FLOORING MATERIAL, OR FOR DUST/DEBRIS CLEANUP.
OTHER PIER & BEAM INFO:	
TUNNEL 3' TO INTERIOR PIER IN OFFICE	

→ ALL WORK SHALL BE COMPLETED CONSISTENT WITH ACCEPTED INDUSTRY STANDARDS.

→ ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR THE WORK.

FINAL PAYMENT IS DUE AND PAYABLE UPON COMPLETION OF WORK DESCRIBED ABOVE.		CHANGE ORDER: ANY DEVIATION FROM THE DESCRIBED SCOPE OF WORK INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON A WRITTEN CHANGE ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE CONTRACTED AMOUNT, AND MUST BE SIGNED AND APPROVED BY BOTH CONTRACTOR AND CUSTOMER.	
DOWN PAYMENT:	\$ 3,225.00	REPORTS INCLUDED: **3RD PARTY REPORTS WILL NOT BE ORDERED UNTIL THE REPAIR IS COMPLETED AND AFTER THE FINAL PAYMENT IS RECEIVED, UNLESS APPROVED BY MANAGEMENT IN WRITING PRIOR TO THE START OF THE REPAIRS.	
FINAL PAYMENT:	\$ 3,225.00	3RD PARTY ENGINEERING REPORT:	SLAB: INITIAL DOCUMENTATION REVIEW & FINAL SITE VISIT (-OR-) INITIAL SITE VISIT & FINAL DOCUMENTATION REVIEW
TOTAL:	\$ 6,450.00	3RD PARTY PLUMBING REPORT: (A PASSING TEST IS REQUIRED ON ALL FOUNDATION REPAIR JOBS TO ESTABLISH THE WARRANTY. SEE PLUMBING ADDENDUM FOR FURTHER REQUIREMENTS)	* NO PLUMBING TESTS INCLUDED * NO FRESH WATER PRESSURE OR SANITARY SYSTEMS HYDROSTATIC TEST WILL BE PERFORMED. NEITHER PRE NOR POST TEST IS INCLUDED IN THIS CONTRACT.
WARRANTY INCLUDED:			

THIS AGREEMENT PROVIDES OUR PROFESSIONAL FOUNDATION RECOMMENDATIONS AS OF: **5/10/2022**

AND DOES NOT TAKE INTO CONSIDERATION ANY CHANGES IN THE CONDITION OF THE FOUNDATION OR SUPPORTING SOILS AFTER THAT DATE.

NOTE: THIS AGREEMENT MAY BE WITHDRAWN BY PINNACLE FOUNDATION REPAIR IF NOT ACCEPTED BY: **7/9/22**

ANY AMENDMENTS OR MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND MUST BE APPROVED BY SIGNATURES FROM BOTH PARTIES TO BE VALID.

DocuSigned by: **Leonardo Garcia** 5/14/2022
THE CUSTOMER'S / RESPONSIBLE PARTY'S SIGNATURE BELOW AUTHORIZES THE WORK LISTED ABOVE AND ACKNOWLEDGES THE UNDERSTANDING, AWARENESS, AND ACCEPTANCE OF ALL PAYMENT REQUIREMENTS, TERMS, CONDITIONS, AND PROVISIONS FOUND IN THIS CONTRACT.

ROBBY BROWN ROBBY.BROWN@PINNACLEFOUNDATIONREPAIR.COM 214-240-0998 5/10/2022
CUSTOMER(S) - (RESPONSIBLE PARTY) DATE PINNACLE FOUNDATION REPAIR REPRESENTATIVE DATE

**WARRANTY INFORMATION**

Lifetime Transferable Warranty on Newly Installed Pressed Steel Piling System (Covers settlement only on existing work.) The future performance of this foundation including future movement and/or the need for additional pilings cannot be predicted due to variables out of the control of the contractor. Upward movement is not warranted.

Concrete warranted for one (1) year from installation. Plastic will cover furnishings. Pinnacle not responsible for pulling up flooring materials and is not responsible for moving furniture, any repairing or replacing floor tiles, bricks, flooring, decking, etc. or for broken post-tension cables. Expect a large amount of dust & debris by cutting through concrete: Customer acknowledges that Pinnacle is not responsible for damages or distress caused by debris/dust or for cleaning when done.

TERMS AND CONDITIONS**1. GENERAL CONDITIONS**

A) THE WORK PERFORMED UNDER THIS CONTRACT IS DESIGNED TO IMPROVE FOUNDATION PERFORMANCE BY MITIGATING FUTURE *DOWNWARD* MOVEMENT OF THE FOUNDATION TO THE EXTENT POSSIBLE. IT IS NOT INTENDED TO ABSOLUTELY LEVEL THE FOUNDATION, WHICH IS NOT TO BE EXPECTED. THE HOUSE WILL BE LIFTED UNTIL, IN THE SOLE OPINION OF THE CONTRACTOR AT THE TIME OF THE LIFT, FURTHER RAISING MAY RESULT IN ADDED COSMETIC, STRUCTURAL, OR PLUMBING STRESS AND/OR DAMAGE. DUE TO NEW DISCOVERIES AND/OR CONDITIONS OUTSIDE THE CONTRACTOR'S CONTROL, EXACT PIER AND/OR TUNNEL LOCATIONS MAY VARY FROM SITE MAP AND REPAIR METHOD MAY CHANGE AT NO ADDITIONAL COST. MORE OR LESS WORK MAY BE NEEDED ONCE THE WORK HAS BEGUN OR AFTER COMPLETION BASED ON BETTER VISIBILITY, NEW DISCOVERIES, OR ON THE PERFORMANCE OF THIS REPAIR PLAN. **NOTES: A RESPONSIBLE PARTY NEEDS TO BE ON SITE DURING THE REPAIR. / ADVERSE WEATHER AND UNFORESEEN EQUIPMENT ISSUES ARE BEYOND CONTRACTOR'S CONTROL AND MAY DELAY OR EXTEND WORK DATES OR DISRUPT THE SCHEDULE AND WILL NOT BE CONSIDERED A CONTRACT BREACH.**

B) CONTRACTOR HAS NO OBLIGATION TO REPAIR OR REPLACE ANY DAMAGE WHETHER IT IS EXPOSED, CONCEALED, OR BURIED TO THE FOUNDATION OR THE STRUCTURE, INCLUDING BUT NOT LIMITED TO: PLUMBING, ROOFING, FLOORING, DOORS, WINDOWS, IRRIGATION, VEGETATION, LANDSCAPING, HARDSCAPING, LIGHTING, UNMARKED UTILITIES, A/C SYSTEM, FIXTURES, INTERIOR/EXTERIOR FURNISHINGS OR PERSONAL PROPERTY, CAULKING OR TILE SEPARATION, MORTAR CRACKS, WARPING FLOORS, FACIA BOARD SEPARATION, WOOD OR OTHER DECKS, OR TO SPAS WITHOUT REGARD TO WHEN OR WHERE SAID ISSUE OCCURS. THIS INCLUDES RESIDUAL STRUCTURAL OR COSMETIC DAMAGE OR COSTS RESULTING FROM FOUNDATION LIFTING, STABILIZING, ADJUSTING, AND/OR MUDJACKING. **NOTE: MOVING THE FOUNDATION CAN AND MAY CAUSE BUILDING MATERIALS ABOVE OR ATTACHED TO THE FOUNDATION TO MOVE, STRESS, CRACK, WRINKLE, SEPARATE, MISALIGN, AND/OR BREAK.**

C) CONTRACTOR IS NOT RESPONSIBLE FOR REPAIRING PRE-EXISTING PLUMBING ISSUES, DETERIORATED PIPES, OR NEW PLUMBING ISSUES CAUSED BY FOUNDATION MOVEMENT OR REPAIR *BEFORE, DURING, OR AFTER LIFTING*, STABILIZING, AND/OR MUDJACKING. THERE IS NO WAY TO PREDICT IF A HOUSE WILL BE AFFECTED.

D) CONTRACTOR IS NOT RESPONSIBLE FOR THE ADVERSITY CAUSED BY, OR THE REMOVAL OF, ANY TYPE OF CREATURE(S) OCCUPYING HOLES, TUNNELS, OR CRAWLSPACES.

E) CONTRACTOR WILL CUT BACK OR REMOVE PLANTS AT THE POINT OF INSTALLATION BUT DOES NOT GUARANTEE THEIR REPLANTING, ALIGNMENT, OR SURVIVAL. **WE STRONGLY URGE YOU TO HAVE BUSHES AND SHRUBS MOVED PRIOR TO FOUNDATION WORK.** CONTRACTOR DOES NOT REIMBURSE FOR DAMAGED OR DEAD PLANTS.

F) 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 PRIOR TO LIFT AND AT THE TIME LIFTING IS BEING PERFORMED. JOB DELAYS OR RESCHEDULING MAY OCCUR WITHOUT INTERIOR ACCESS.

G) CONTRACTOR WILL SUBMIT THE REQUEST FOR THE UNDERGROUND LINE/UTILITY CHECK (TEXAS 811) AS NEEDED. CONTRACTOR HAS NO CONTROL OVER THE TEXAS UNDERGROUND FACILITY NOTIFICATION CORPORATION, THEIR PERSONNEL, THEIR ACTIONS, OR THEIR SCHEDULING.

H) ANY WORK THAT IS PERFORMED BY A THIRD PARTY RELATED TO THE DESCRIBED WORK WILL NOT BE REIMBURSED WITHOUT PRIOR AUTHORIZATION.

I) CUSTOMER AGREES NOT TO INTERFERE WITH OR PERMIT OTHERS TO INTERFERE WITH, HINDER, OR STOP COMPLETION OF CONTRACTOR'S WORK UNLESS SPECIFIED ELSEWHERE.

J) CUSTOMER AGREES TO EXERCISE EXTREME CAUTION IN AND AROUND ALL WORK AREAS TO PREVENT INJURIES. SERIOUS HAZARDS MAY BE PRESENT.

2. DISCOVERY CLAUSES [CONDITIONS BELOW REQUIRE A CHANGE ORDER TO CONTINUE THE FOUNDATION WORK. SEE "CHANGE ORDER" ON FIRST PAGE.]

PIER DEPTH: ANY DEPTH BEYOND 30 FEET ON STEEL PIERS WILL INCUR ADDITIONAL CHARGES IN THE AMOUNT OF \$10.00 PER FOOT OVER 30 FEET.

EXISTING PIERS: DISCOVERY OF PREVIOUS FOUNDATION REPAIR PIERS OR BUILDER PIERS WILL INCUR ADDITIONAL CHARGES PER PIER TO DISABLE: \$250 EA.-UP TO 12" DIAMETER; \$500 EA.-12" TO 24" DIAMETER; \$750 EA.-24" TO 36" DIAMETER. STEEL PIERS W/BACKET BOLTED ONTO THE FOUNDATION, \$250 EA.

SOIL CONDITIONS: ANY UNEXPECTED ROCK FORMATIONS, HIGH DENSITY CLAY, OR EXCESSIVE ROOTS THAT KEEP US FROM PERFORMING OUR STANDARD DUTIES WILL INCUR ADDITIONAL CHARGES AT \$150/LINEAR FT. OF TUNNEL.

NON-STANDARD FOUNDATION: DISCOVERY THAT THAT THERE ARE NO REINFORCED GRADE BEAMS, OR THE SLAB IS CONSTRUCTED OF SUBSTANDARD THICKNESS OR MATERIALS THAT LACKS THE STRUCTURAL STRENGTH NECESSARY TO PROPERLY TRANSFER THE LOAD IMPOSED BY THE UNDERPINNING.

POST-TENSION CABLE REPAIRS: IF CUT OR ARE FOUND BROKEN, THE CONTRACTOR CAN ARRANGE TO HAVE REPAIRED AT APPROXIMATELY \$900 PER CABLE *PAYABLE IN ADVANCE.*

ADDED ANGLE IRON / I BEAM: IF ADDED MATERIALS ARE REQUIRED, THIS WILL INCUR AN ADDITIONAL CHARGE OF \$150 PER PIER.

SHORING: BEAMS DEEPER THAN 36" FROM GRADE INCUR A CHARGE OF \$50/FT., AND AN ADDITIONAL CHARGE OF \$250 EACH LOCATION FOR SHORING MATERIAL AND

LABOR

DocuSigned by:

Leonardo Garcia

5/14/2022

ROBBY BROWN ROBBY.BROWN@PINNACLEFOUNDATIONREPAIR.COM 214-240-0998

5/10/2022

Signature of Customer(s) - (RESPONSIBLE PARTY)

DATE

PINNACLE FOUNDATION REPAIR REPRESENTATIVE

DATE

3. WARRANTIES

THE LIFETIME WARRANTY APPLIES TO ALL INSTALLED PRESSED PILINGS AND IS ACTIVATED UPON RECEIPT OF PAYMENT IN FULL AND A PASSING PLUMBING TEST. IT IS PINNACLE'S INTENTION TO STABILIZE THE DOWNWARD MOVEMENT ONLY OF THE FOUNDATION IN THE AREA(S) COVERED BY THIS CONTRACT TO ACCEPTABLE CRITERIA SET BY THE INTERNATIONAL RESIDENTIAL CODE STANDARDS OF 1" OVER A 30' SPAN. THE WARRANTY APPLIES ONLY TO THE WORK PERFORMED BY THE CONTRACTOR AS SPECIFICALLY NOTED IN THE "WARRANTY INFORMATION" SECTION. AREAS WHERE NO WORK WAS PERFORMED ARE *NOT* COVERED UNDER WARRANTY. THE COMPANY ALSO PROVIDES A SEPARATE TWO (2) YEAR WARRANTY FOR PIER AND BEAM UNDERSTRUCTURE SHIMMING UNLESS SPECIFIED OTHERWISE.

A) WARRANTY BECOMES NULL AND VOID UNDER THE FOLLOWING CONDITIONS:

- FULL PAYMENT IS NOT MADE WITHIN 30 DAYS OF COMPLETION OF WORK DESCRIBED IN "DESCRIPTION OF WORK" UNLESS OTHERWISE SPECIFIED IN THE CONTRACT.
- POST-REPAIR PLUMBING TESTS ARE NOT PERFORMED, OR IF TESTS FAIL AND REPAIRS ARE NOT MADE BEFORE MAKING WARRANTY CLAIM
- THE FOUNDATION IS UNDERMINED (E.G., UNADDRESSED PLUMBING LEAKS, STRUCTURE IS SITED ON A FAULT, SOIL SLUMPING, SOIL EROSION, EXCAVATIONS, ETC.)
- ADDITIONAL STORY IS ADDED TO THE STRUCTURE, OR CHANGES OF A SIMILAR SCOPE ARE MADE WHEN SUCH CHANGES WOULD AFFECT LOADS ON THE FOUNDATION, WITHOUT THE PRIOR WRITTEN APPROVAL OF CONTRACTOR.
- THE STRUCTURE OR PARTS OF THE STRUCTURE IS/ARE FULLY OR PARTIALLY DISMANTLED, RAZED, OR DEMOLISHED, AND/OR IF INSTALLED FOUNDATION REPAIR COMPONENTS ARE ALTERED, REMOVED, DEMOLISHED, MODIFIED, DAMAGED, OR ADJUSTED BY ANY PARTY OTHER THAN PINNACLE FOUNDATION REPAIR.
- ANY ACCIDENTAL OR INTENTIONAL DAMAGE, FIRE, EARTHQUAKE, FLOOD (INCLUDING PLUMBING LEAKS), WINDSTORM, TORNADO, HURRICANE, OR OTHER ACTS OF NATURE.
- UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE FROM THE FOUNDATION EQUAL TO OR LESS THAN THEIR MAXIMUM DEPTH.
- CONTRACTOR IS NOT ALLOWED THE FIRST OPPORTUNITY TO INSPECT AND ADJUST FOUNDATION WORK INSTALLED BY PINNACLE FOUNDATION REPAIR

B) TRANSFER OF WARRANTY

IN THE EVENT A CHANGE IN OWNERSHIP OCCURS, ASSIGNMENT OF THIS WARRANTY TO A NEW OWNER OR OWNERS SHALL 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 THE TRANSFER FEE *CURRENT AT THE TIME OF TRANSFER*, AND DOCUMENTATION OF A PASSING PLUMBING TEST BY A STATE LICENSED PLUMBER CURRENT WITHIN THE PAST YEAR. SO LONG AS THE PROVISIONS OF THIS PARAGRAPH ARE MET, THERE IS NO LIMIT TO THE NUMBER OF TRANSFERS THAT CAN BE MADE.

C) 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 (LESS 3RD PARTY FEES AND/OR PROCESSING FEES ALREADY PAID,) OR ANOTHER MUTUALLY AGREED AMOUNT.

4. DISCLAIMER OF ADDITIONAL WARRANTIES

EXCEPT FOR 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, QUALITY, 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.

5. 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 DISPUTE IS NOT RESOLVED THROUGH MEDIATION, THE METHOD OF BINDING DISPUTE RESOLUTION SHALL BE ARBITRATION. PARTIES SHALL SHARE THE MEDIATOR'S FEE EQUALLY. B) ARBITRATION: IN THE EVENT MEDIATION IS NOT SUCCESSFUL, ALL CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION THAT ARE NOT RESOLVED WITHIN 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 (AAA); PROVIDED, HOWEVER, THAT THE ARBITRATION HEARING SHALL TAKE PLACE ON A FAST-TRACK BASIS, NOT MORE THAN 90 DAYS FOLLOWING DELIVERY BY EITHER PARTY OF WRITTEN DEMAND FOR ARBITRATION TO THE AAA. 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, 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 EITHER DALLAS COUNTY OR TARRANT 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 HEREAFTER. 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.

6. NOTICES

DIRECT NOTICES AND/OR PAYMENTS TO: PINNACLE FOUNDATION REPAIR, 2550 114TH ST, SUITE 105A GRAND PRAIRIE, TEXAS 75050

7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, UNDER ANY PROVISIONS OF THIS AGREEMENT. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL CONSEQUENTIAL, INDIRECT, PENAL, PUNATIVE, SPECIAL OR INCIDENTAL 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.

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 THAT DEFECT HAS NOT BEEN CORRECTED THROUGH NORMAL WARRANTY SERVICE, YOU MUST PROVIDE NOTICE TO THE CONTRACTOR REQUIRED BY CHAPTER 27 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 OR INITIATE ARBITRATION. THE NOTICE MUST REFER TO CHAPTER 27 OF THE TEXAS PROPERTY CODE AND MUST DESCRIBE THE CONSTRUCTION DEFECT IN REASONABLE DETAIL. IF REQUESTED BY THE CONTRACTOR, YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED BY SECTION 27.004 OF THE TEXAS PROPERTY CODE.

X Leonardo Garcia

5/14/2022

ROBBY BROWN ROBBY.BROWN@PINNACLEFOUNDATIONREPAIR.COM 214-240-0998

5/10/2022

SIGNATURE OF CUSTOMER(S) - (RESPONSIBLE PARTY)

DATE

PINNACLE FOUNDATION REPAIR REPRESENTATIVE

DATE



OFFICE ADDRESS: 2550 114TH ST. STE. 105A GRAND PRAIRIE, TX 75050
OFFICE: 972-251-0018 FAX: 972-752-3638

PLUMBING TEST ADDENDUM

5/10/2022

DATE

JOB NUMBER

LEONARDO GARCIA

CUSTOMER NAME(S)

5217 WESTHEIMER

STREET ADDRESS

FORT WORTH

CITY

76244

ZIP CODE

A POST-REPAIR PLUMBING TEST ON BOTH THE FRESH WATER AND SEWER SYSTEMS IS REQUIRED ON ALL JOBS. WHEN A PLUMBING TEST IS INCLUDED IN THE CONTRACT, WE WILL ARRANGE FOR A THIRD PARTY LICENSED PLUMBER TO PERFORM A POST-FOUNDATION REPAIR PLUMBING TEST FOR THE PROPERTY ONCE ALL COMPLETED JOB PAPERWORK IS RECEIVED BY THE 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 PINNACLE 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.

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 GROUND COVER, AND THE LICENSED PLUMBER CAN TRY TO LOCATE IT FOR AN ADDITION COST PAID DIRECTLY TO THEM. **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 THE LICENSED PLUMBER FOR AN ADDITIONAL COST, DEPENDING ON THE DEPTH OF THE MAIN LINE. IF THERE ARE ANY OBSTRUCTIONS, OR IF THE MAIN SEWER PIPE IS UNUSUALLY DEEP, ADDITIONAL CHARGES MAY APPLY.

IN THE EVENT THAT THE PLUMBING TEST FAILS, WE WILL RECOMMEND A LICENSED PLUMBER 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 A LICENSED PLUMBER THAT IS FAMILIAR WITH FOUNDATION PLUMBING. 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 OUR RECOMMENDED LICENSED PLUMBER FOR ANY REPAIRS, PLEASE HAVE THEM ALSO PERFORM THE APPROPRIATE TEST(S) AFTER REPAIRS. PINNACLE 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.

THE CUSTOMER(S)/RESPONSIBLE PARTY'S SIGNATURE BELOW ACKNOWLEDGES THEIR AWARENESS OF AND ACCEPTANCE OF ALL PINNACLE FOUNDATION REPAIR'S PLUMBING REQUIREMENTS.

Signature of Leonardo Garcia

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SIGNATURE - CUSTOMER(S) - (RESPONSIBLE PARTY)

5/14/2022

DATE

IMPORTANT DISCLOSURES

WHAT TO EXPECT AFTER YOUR FOUNDATION REPAIR

ABSOLUTE LEVELING OF YOUR STRUCTURE IS NOT TO BE ANTICIPATED. WHEN A FOUNDATION IS LIFTED, STABILIZED OR MOVED, IT IS IMPOSSIBLE TO SAY EXACTLY WHERE ADDITIONAL ISSUES MAY OCCUR. THIS MAY RESULT IN 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 AS A RESULT 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, 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 REMEDIATED 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. YOU MAY WISH TO HIRE A CARPENTER TO RE-HANG OR SHAPE 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 OFFICE AND WE WILL HAVE A CREW FILL THOSE IN FOR YOU.

FOR OTHER REPAIRS, WE TYPICALLY RECOMMEND YOU WAIT 30-90 DAYS 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 48 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 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 LANDSCAPING 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. YOU MAY ALSO USE ANY OTHER STATE OF TEXAS BOARD-APPROVED PLUMBER IN THE EVENT THAT REPAIRS ARE NEEDED.

DocuSigned by:

I/WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE:

 	5/14/2022	ROBBY BROWN ROBBY.BROWN@PINNACLEFOUNDATIONREPAIR.COM 214-240-0998 5/10/2022
SIGNATURE - CUSTOMER(S) - (RESPONSIBLE PARTY)	DATE	PINNACLE FOUNDATION REPAIR REPRESENTATIVE DATE



CUSTOMER RESPONSIBILITY PROVISIONS

- ☐ 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.
- ☐ DOORS AND WINDOWS MAY FIT DIFFERENTLY AFTER THE REPAIR THAN THEY DID BEFORE THE FOUNDATION WAS REPOSITIONED.
- ☐ COUNTERTOPS, CABINETS, DOORS & WINDOWS THAT WERE LEVEL BEFORE THE FOUNDATION REPAIR MAY NEED TO BE RELEVELLED.
- ☐ STIFFER FLOORING MATERIAL AND TILES ARE VULNERABLE TO CRACKING OR SEPARATION DURING A FOUNDATION REPAIR.
- ☐ EXTERIOR/INTERIOR BRICK AND MORTAR CRACKS & EXPANSION JOINTS MAY OR MAY NOT COMPLETELY CLOSE AND NEW CRACKS MAY APPEAR.
- ☐ UNDERGROUND PLUMBING MAY BE AFFECTED AND REQUIRE REPAIR AFTER FOUNDATION REPAIRS.
- ☐ FLOOR COVERINGS MAY HAVE TO BE PULLED BACK OR REMOVED, BUT WE DO NOT REPLACE, REPAIR, OR REINSTALL IT.
- ☐ THERE WILL BE 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.

I/WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE:

DocuSigned by:

X

Leonardo Garcia

CC527CA7901341A...

SIGNATURE – OWNER/S (RESPONSIBLE PARTY)

5/14/2022

DATE



OFFICE ADDRESS: 2550 114TH ST. STE. 105A GRAND PRAIRIE, TX 75050
OFFICE: 972-251-0018 FAX: 972-752-3638

SERVICES DUE

THIS CONTRACT SETS FORTH AND CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS, NEGOTIATIONS, CORRESPONDENCE, UNDERTAKINGS, PROMISES, COVENANTS, ARRANGEMENTS, COMMUNICATIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER ORAL OR WRITTEN, OF ANY PARTY TO THIS AGREEMENT.

X

SIGNATURE – RESPONSIBLE PARTY

DATE

LEONARDO GARCIA

CONTRACTED PARTY - PRINTED NAME

5217 WESTHEIMER

STREET ADDRESS

FORT WORTH

CITY

76244

ZIP

ROBBY BROWN **ROBBY.BROWN@PINNACLEFOUNDATIONREPAIR.COM** **214-240-0998**

PINNACLE FOUNDATION REPAIR REPRESENTATIVE

5/10/2022

DATE

UPON ACCEPTANCE OF THIS AGREEMENT, PLEASE SIGN ALL PAGES AND RETURN TO
YOUR EVALUATOR, OR VIA EMAIL, FAX, OR MAIL:

EMAIL: **INFO@PINNACLEFOUNDATIONREPAIR.COM** ■ FAX: **972-752-3638** ■ MAIL: **2550 114TH ST, SUITE 105A GRAND PRAIRIE, TX**

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2550 114th St, Suite 105A • Grand Prairie, TX 75050
(972) 251-0018 • FAX (972) 752-3638

5 / 10 / 2022

Month / Day / Year

Leonardo Garcia

Name

5217 Westheimer

Fort Worth

76244

Street

City

Zip

714-422-5341

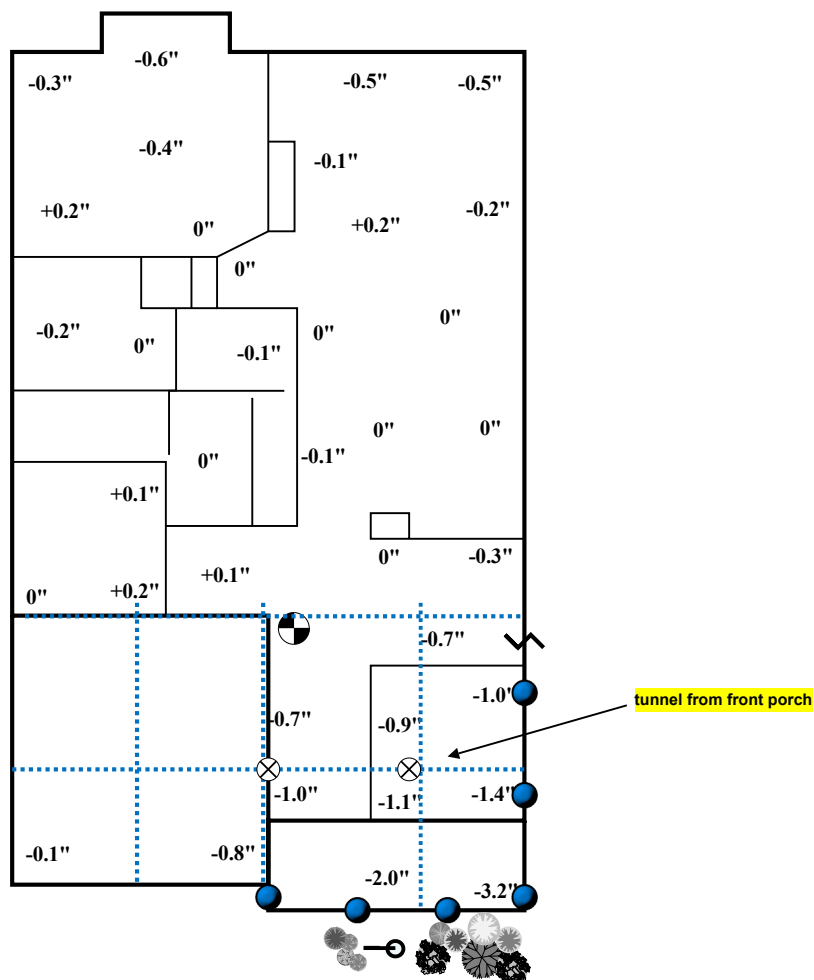
Phone

lm.cali.fam@gmail.com

E-mail

Veneer:

brick	brick	brick
Front	Back	Sides
slab		2
Foundation Type		Stories
Robby Brown		
Assessor		



Key Map

Reference Point	Supporting Beams	Catch Basin
Pier Location	Joist / Sill Plate	French Drain
Breakout Location	Concrete Pad	Surface Water Flow
Clean Out	Sonotube	Crack



CCM Engineering
2570 FM 407 STE. 209
Highland Village, TX 75077
972.691.6633
TBPE FIRM #605

May 17, 2022

Pinnacle Foundation Repair
info@pinnaclefoundationrepair.com

RE: Initial Engineering Evaluation
5217 Westheimer Drive
Ft Worth, Texas

To Pinnacle Foundation Repair,

Per your request, our office reviewed information regarding the above referenced single-family foundation May 17, 2022.

RECOMMENDATIONS

It is recommended that the following repairs be made:

1. Install 6 exterior piers and 2 interior piers. Interior piers to be installed under interior grade beams. Contractor shall locate the interior beams and contact this office if their location is different than shown.
2. Plumbing tests are recommended on the incoming potable water and waste water systems after the piers are installed.

The foundation can then be raised on these piers. The piers should be pressed pilings, concrete, hybrid/transition or steel, and should be installed to refusal.

Complete leveling of the house should not be anticipated. The contractor should raise the foundation only as much as the house will allow without creating additional stress or cosmetic damage.

These repairs will meet or exceed International Residential Code (IRC) 2021 guidelines and the City of Ft Worth Building Codes.

All exposed post tension cables should be cleared of rust and sealed with waterproof sealant.

Foundation movement can be caused by seasonal variations in the moisture content of the soil. A consistent foundation water program should be implemented on all structures to minimize foundation movements. During dry seasons of the year, soil should be watered evenly. During wet seasons of the year, water should flow away from the foundation at all times.

May 17, 2022

Page Two

**RE: Initial Engineering Evaluation
5217 Westheimer Drive
Ft Worth, Texas**

Contractor to locate all underground and overhead utilities. Our office should be contacted with any conflicts. We are not responsible for damage to existing utilities.

Limitations of Liability: This structural evaluation was conducted in accordance with generally accepted practices and procedures. The evaluation of the site was limited in scope to examination of data collected by the contractor. No information regarding destructive analysis of the foundation has been provided. Recommendations, if any, are intended to be the most cost effective and practical solution to common foundation problems. Installation of piers around a part of the foundation is intended to strengthen the areas which appear to have deflected since construction of the home. Underpinning will not improve the performance of the foundation in non-underpinned areas. Most homes are not constructed with the ability to perform as a structurally suspended slab; therefore, installed piers will not prevent adjacent exterior or interior walls from settling. Further analysis may be performed if desired. Extensive repairs may be necessary to fully reinforce the home according to accepted building codes. This option is available; however, it is standard practice to only repair areas which have failed and make additional repairs as necessary. Soil borings may also provide additional information regarding underlying soil conditions. If further evaluation is desired; soil data may be obtained from a geotechnical testing facility and provide it to this office. Locations of existing piers if any are approximate and locations were provided by others. This report does not guarantee the quality or exact locations of any existing structural repairs. The behavior of the subject foundation and soil area was taken into consideration up to the evaluation date. Other problems may become evident as the seasons and climatic conditions change. Such problems or the advent of additional information may be reason to revise the report. Not all defects are noted in this report.

If you have questions or require additional information, please contact this office.

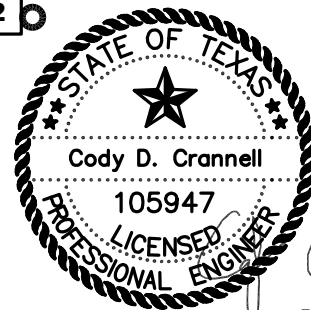
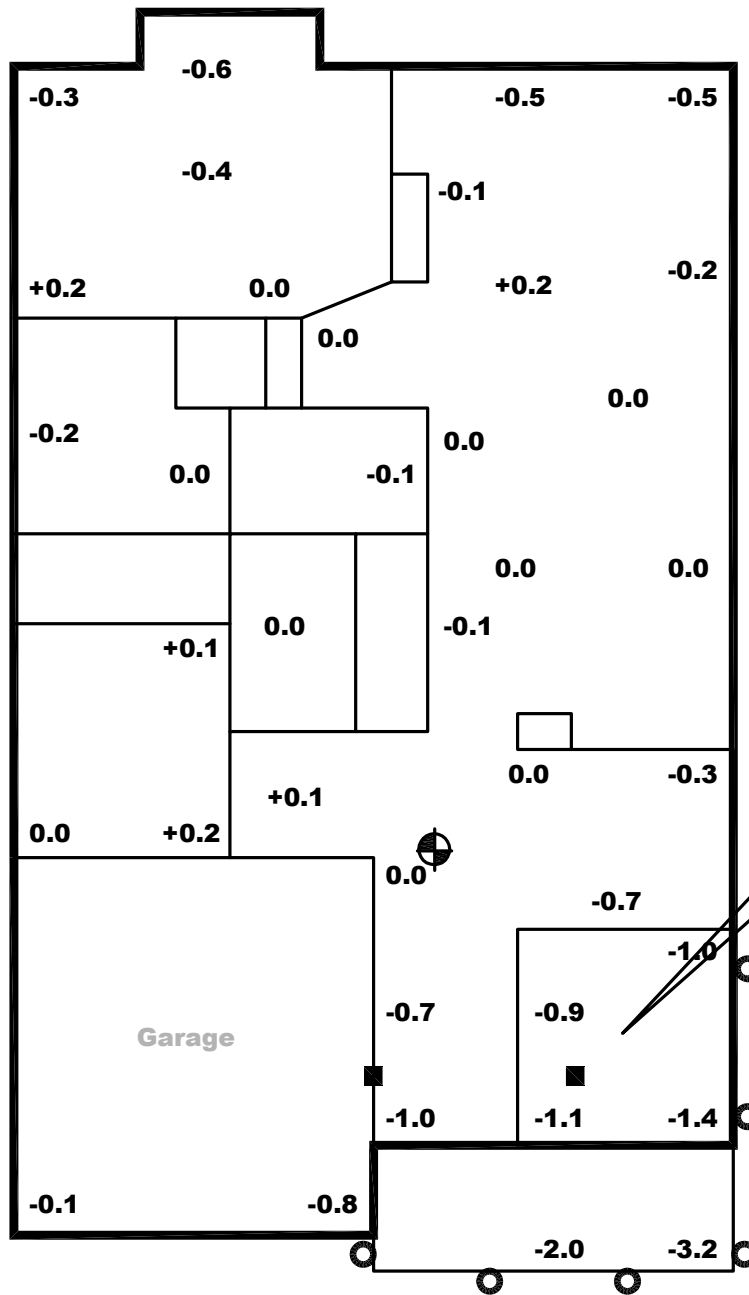
Sincerely,

Cody D. Crannell, P.E.

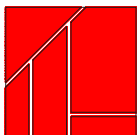
TBPE FIRM #605



5/17/2022



5/17/2022



CCM ENGINEERING
2570 JUSTIN RD. STE. 209
HIGHLAND VILLAGE, TX 75077
Ph: 972. 691.6633
TBPE FIRM #605

**5217 WESTHEIMER
DRIVE
FT WORTH, TEXAS**

CONTRACTOR TO VERIFY THE
LOCATION OF ALL UNDERGROUND
& OVERHEAD UTILITIES. ANY
CONFLICTS SHOULD BE REPORTED
TO OUR OFFICE. WE ARE NOT
RESPONSIBLE FOR DAMAGE TO
ANY UTILITIES, PUBLIC OR PRIVATE.

**CCM ENGINEERING**

2570 Justin Rd., Ste. 209
HIGHLAND VILLAGE, TX 75077
972.691.6633
TBPE FIRM #605

June 30, 2022

Pinnacle Foundation
info@pinnaclefoundationrepair.com

RE: Foundation Structural Analysis – Post Repair
5217 Westheimer Dr
Ft Worth, TX

To Pinnacle Foundation,

Per your request, our office inspected the above referenced single-family structure on June 29, 2022. The purpose of this inspection was to visually inspect foundation repairs completed by Pinnacle Foundation. All recommended piers have been installed per our original report dated May 17, 2022.

SUMMARY

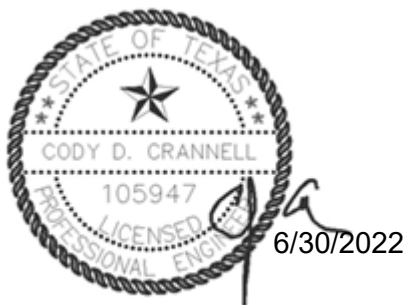
All specified piers have been installed on this structure and to the best of the engineer's knowledge; the remedial measures generally conform to the remediation documents, including approved changes.

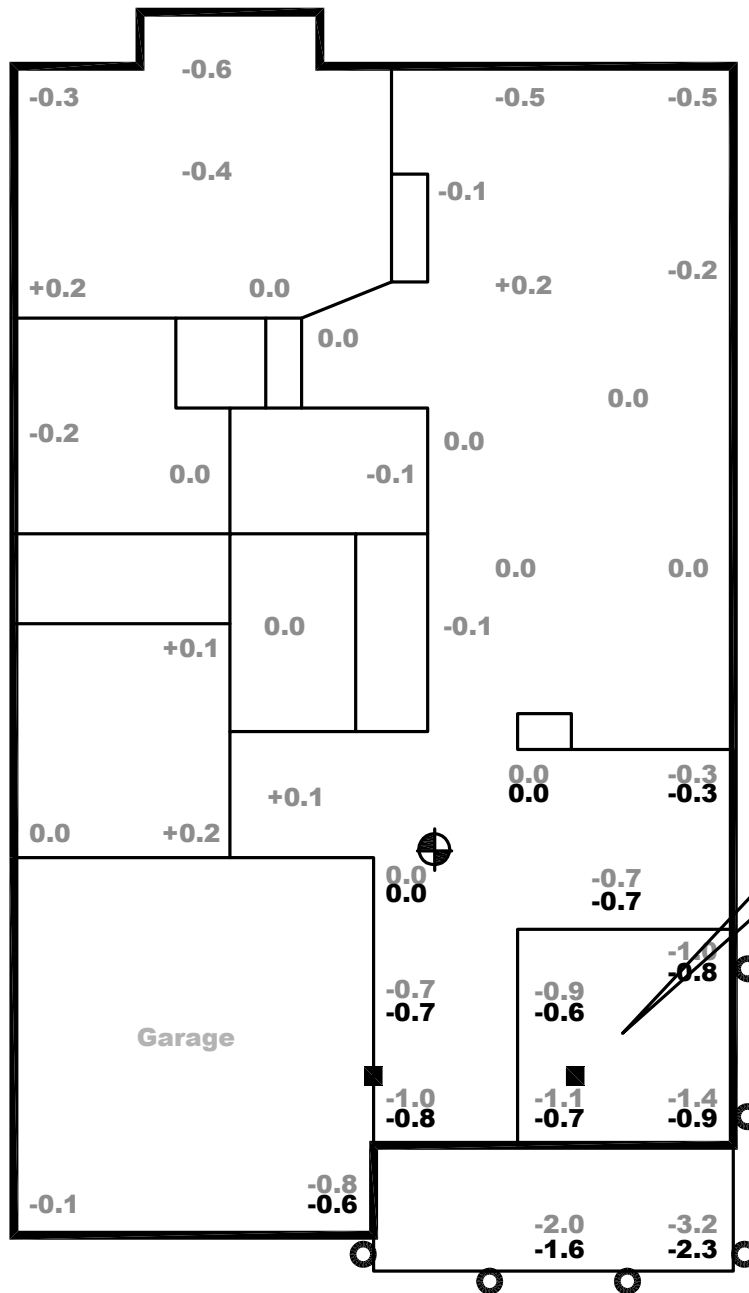
The repairs will meet or exceed International Residential Code (IRC) 2021 guidelines and the City of Ft Worth Building Codes.

If you have any questions or need additional information, please call our office.

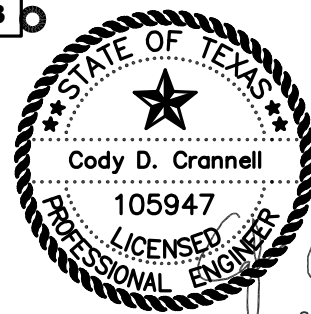
Sincerely,

Cody D. Crannell, P.E.
TBPE FIRM #605

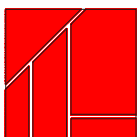




ELEVATIONS REVIEWED 5/17/22
ELEVATIONS TAKEN 6/29/2022



6/30/2022



CCM ENGINEERING
 2570 JUSTIN RD. STE. 209
 HIGHLAND VILLAGE, TX 75077
 Ph: 972. 691.6633
 TBPE FIRM #605

**5217 WESTHEIMER
 DRIVE
 FT WORTH, TEXAS**

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 LOCATION OF ALL UNDERGROUND
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 ANY UTILITIES, PUBLIC OR PRIVATE.



5616 Main Street
Watauga, Texas 76148
817-427-3222
office@abcplumbingtx.com

Invoice

DATE	06/03/2022
INVOICE#	6576
TERMS	Due Upon Receipt
DUE DATE	06/03/2022

BILL TO
Leo Garcia 5217 Westheimer Road Keller TX 76244 714-422-5341 lm.cali.fam@gmail.com

SERVICE LOCATION
Leo Garcia 5217 Westheimer Road Keller TX 76244 714-422-5341 lm.cali.fam@gmail.com

JOB#	DATE	PO/REF#	DESCRIPTION
79339229	06/03/2022		Completion Notes: Performed isolated pressure tests on hot and cold side for 30 minutes each to ensure no leaks. Gauges held at 80 psi. Performed Hydro static test in front yard clean outs to check for leaks on sanitary sewer under home. After 30 minutes riser indicated zero drop- no leaks present on sanitary sewer system. In garage leak on drain valve at base of heater. Drained heater removing sediment build up and installed new brass style 1/4 turn shut off valve . All tested no leaks 90 day repair warranty on shut off valve install

Job Charges	Qty	Rate	Total
Pressure test and hdro static test	1.00	\$350.00	\$350.00
Labor hour	1.00	\$195.00	\$195.00
3/4 ball valve, hose adapter, brass nipple x2	1.00	\$40.00	\$40.00
Job Subtotal			\$585.00
Fuel Service Charge		\$15.00	\$15.00
Job Total			\$600.00

PRE-WORK SIGNATURE

POST-WORK SIGNATURE

Signed By:

Signed By:

CUSTOMER MESSAGE

Invoice Total:	\$600.00
Deposits (-):	\$0.00
Payments (-):	\$600.00
Total Due:	\$0.00



WARRANTY TRANSFER REQUEST

PROPERTY ADDRESS: _____

DATE OF REPAIR (MONTH/YEAR): _____

DATE OF TITLE TRANSFER: _____

CURRENT PLUMBING TEST: YES: __ NO: __ DATE: _____

CURRENT PROPERTY OWNER/S: _____

PHONE NUMBER AND EMAIL: _____

NEW PROPERTY OWNER/S: _____

PHONE NUMBER AND EMAIL: _____

SIGNATURE OF CURRENT OWNER

PLEASE RETURN THIS COMPLETED FORM TO INFO@PINNACLEFOUNDATIONREPAIR.COM. THE WARRANTY WILL BE TRANSFERRED INTO THE NEW HOMEOWNER'S NAME AND A NEW WARRANTY CERTIFICATE WILL BE SENT VIA EMAIL AS SOON AS POSSIBLE.