

Hy-Tech Foundations, Inc.

Foundation Repair Contract

This agreement is made and entered as of **May 24, 2021** Between **Edgar Pavlicek** ("Owner") & Hy-Tech Foundations, Inc. also referred to as "Contractor." The owner warrants and represents that they are the owner of the property and are authorized enter into this Agreement. In exchange for the owner promises and agreements described below, the Contractor agrees to do the following: Adjust sections of the structure located at **3600 FM 154, West Point, TX 78963** as shown in the attached drawing to as near the original grade as practically possible using means appropriate for the condition and construction type.

COST OF WORK AS INDICATED ON ATTACHED DRAWING (Contract Amount) **\$9,250**

LEGAL DESCRIPTION OF PROPERTY: ABS A052 HAMILTON W LG, 160.36 ACRES, (2) HSES, POOL, FARM BLDGS
Homestead ☒

A. SPECIFICATIONS

1. The precast material used in the installation of pilings or block assemblies shall be a minimum of 5,000 psi at 28-day test concrete.
2. Pilings or block assemblies will be installed at the location and in the manner specified by the Contractor.
3. For properties where pilings are required, pilings will be driven hydraulically, at locations indicated on the attached drawing, to the depth necessary to develop skin friction sufficient to enable the piling to support the foundation, or until the pilings encounter rock or other strata capable of supporting the foundation.
4. For Properties with block and base or pier and beam construction types, block assemblies will be installed at the locations and in the manner specified by the attached drawing.
5. Once pilings (with precast caps) or block assemblies have been installed, the structure will be adjusted to elevation(s) indicated on the attached drawing or, in the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.

B. GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
2. The adjusting of foundation settlement can and may reverse the damage already done to the foundation and structure, but also may cause or create new damage by movement or lack of movement.
3. In performing the foundation repair, the foundation will need to be adjusted to return the foundation to level. The movement of the foundation may reverse visible damage already done to the foundation or structure, but frequently causes additional/new cracks, separation, and other damages to the structure, the interior and the exterior, which cannot be avoided. This includes but is not limited to plumbing, electrical lines, and gas lines. By signing this agreement, the owner represents and warrants that they understand that such items are likely to occur and that the owner will hold Contractor harmless and indemnify the Contractor if any claims are brought against Contractor relating to such items, and that these damages are the sole responsibility of the owner.
4. If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation, an extra fee may be charged. The extra fee will be \$125.00 per pier.
5. If after work has begun, it is discovered that the foundation has been constructed of substandard material or is of inadequate structural strength to properly transfer the load imposed by underpinning, or buried objects are found that will affect the placement or efficiency of the pilings, there can and may be an adjustment in the contract price.

C. SPECIAL CONDITIONS

1. Owner to furnish water and electricity.
2. All plants, shrubs and grass will be transplanted but not guaranteed to survive.
3. If Contractor is delayed by other Contractors (i.e. plumbers), there will be a trip charge(s) to return.

D. WARRANTY – This Contract serves as your warranty document.

There is no warranty given unless all amounts are paid in full when due and owing. This includes any amounts that may be due and owing under any supplement, addition or modification of this contract. The type of warranty available is determined by the construction type of the foundation.

Foundation Construction Type: ☒ Residential Concrete Slab ☐ Residential Block and Base ☐ Residential Pier and Beam
☐ Commercial (all types of construction) ☐ N/A – No Warranty Offered

1. **Residential Concrete Slab:** Limited Lifetime Warranty. This Warranty only covers the pilings installed by Hy-Tech Foundations, Inc and the elevation of the foundation where the pilings were installed. The warranty does not cover any other part of the foundation or structure. The warranty does not cover cost to access pilings if originally installed through the process of tunneling. The warranty is offered by Hy-Tech Foundations, Inc. Hy-Tech Foundations, Inc agrees to adjust the settlement of that portion of the foundation covered by this contract within one (1) part in three hundred sixty (360) parts for the life of the structure that it supports. Differential settlement must be more than 1" in a 30' horizontal span to qualify for adjustments. OWNER MUST HAVE HYDEROSTATIC LEAK

Hy-Tech Foundations, Inc.

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DETECTION TEST PERFORMED WITHIN 30-DAYS OF THE COMPLETION DATE OF THE FOUNDATION REPAIR WORK. IMMEDIATELY BEFORE ANY WARRANTY ADJUSTMENTS CAN BE MADE, THE OWNER MUST PROVIDE PROOF OF THE HYDROSTATIC TEST BEING COMPLETED SUCCESSFULLY FOR WARRANTY TO BE IN EFFECT.

Hydrostatic Test Included in cost of work: ☐ Yes ☒ No

2. **Block and Base or Pier and Beam:** Service Agreement Warranty. This warranty only covers the work performed as indicated on the attached drawing by Hy-Tech Foundations, Inc. The service agreement warranty does not cover any costs and/or expense of tunneling to access the area of work. The service agreement warranty only covers the block assemblies installed and the elevation of the immediate area where the block assemblies were installed and does not cover any other part of the foundation or structure. The service agreement warranty is offered by Hy-Tech Foundation, Inc. Hy-Tech Foundations agrees during the three (3) year period only to stabilize the settlement of that portion of the foundation covered by this contract within one (1) part in three hundred sixty (360) parts. Differential settlement must be more than 1" in a 30' horizontal span to qualify for adjustments.

Within 12-months of the date of completion of the foundation work, Hy-Tech Foundations, Inc will make the above qualified adjustments at no charge. There will a service charge of 95 \$ per hour for a 3-man crew to perform any adjustments during the remaining 24-months of the Service Agreement Warranty.

Any pilings installed to lift or support Pier & Beam outer walls will be warrantied as outlined under "Residential Concrete Slab-Limited Lifetime Warranty".

3. **Commercial** (includes all types of foundations types): No warranty unless otherwise noted in the notes/special instructions in Section G below.

WARRANTY NOTATIONS AND EXCLUSIONS:

1. COMMERCIAL STRUCTURES OR PROPERTIES ARE EXCLUDED FROM THE ABOVE AVAILABLE WARRANTIES. (i.e. not a single-family residence)
2. DIRT BACKFILL & CONCRETE PATCHES ARE UNDER WARRANTY FOR 1 YEAR.
3. WARRANTY SHALL BE NULL AND VOID IF:
 - a. THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON FOUNDATION, WITHOUT THE PRIOR WRITTEN APPROVAL OF HY-TECH FOUNDATIONS, INC. (INCLUDING FOUNDATION REPAIR AND/OR ADJUSTMENTS).
 - b. THE FOUNDATION IS UNDERMINED, OR SLAB HEAVING OCCURES, (i.e.: soil slumping, fault lines, eroding soil, plumbing leaks, creek beds, excavations, flooding, etc.)
 - c. IF THE FOUNDATION HAS BEEN CONSTRUCTED OF SUBSTANDARD, MATERIAL OR IS OF INADEQUATE STRUCTURAL STRENGTH, CONTRACTOR WILL NOTIFY YOU IF THIS CONDITION EXISTS AS SOON AS PRACTICABLE.
 - d. IN THE EVENT THAT HY-TECH FOUNDATIONS, INC. AND THE OWNER CANNOT AGREE THAT THE SETTLEMENT OF THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN THE TOLERANCE SPECIFIED ABOVE, THE OWNER MAY RETAIN A REGISTERED PROFESSIONAL CIVIL ENGINEER OF TEXAS ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS PROFESSION AND KNOWLEDGEABLE IN SOILS AND FOUNDATION IN THE AREA, AND WHO IS ACCEPTABLE TO THE CONTRACTOR AND/OR HY-TECH FOUNDATIONS, INC. AT THE SOLE EXPENSE OF THE OWNER, TO ACT AS AN ARBITRATOR TO EFFECT A BINDING AGREEMENT BETWEEN THE PARTIES.
4. Pier and Beam and Block and Base foundations will occasionally require pilings to be used. These pilings will be installed in the same manner as Hy-Tech Foundations, Inc does on a concrete slab foundation, but will be serviced and warrantied under the Service Agreement Warranty.

E. ASSIGNMENT

This agreement is assignable by the Owner of this contract if Hy-Tech Foundations, Inc., is notified, in writing, within thirty (30) days after the sale of the premises by the Owner of this contract and a transfer fee of \$250.00, is paid with the said notification. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THIS AGREEMENT IS VOID.

F. PAYMENT

Payment of 50% of the total estimated cost indicated above and on the attached drawing is required to be paid to Hy-Tech Foundations, Inc. prior to the commencement of work. The final 50% of the cost, which will include any agreed upon change orders, added work, materials (i.e. additional piers, block assemblies, beams, tunneling, etc.) and/or any special instructions or conditions noted in the notes section of this contract, shall be due upon completion of the work. When the required hydrostatic test is being included in the cost of work, final payment will be due at the conclusion of the on-site foundation work and prior to the hydrostatic test being completed.

G. Special Notes/Instructions:

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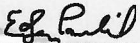
IN THE EVENT IT IS NECESSARY TO FILE SUIT FOR THE ENFORCEMENT OF THIS CONTRACT, SUIT SHALL BE BROUGHT IN HARRIS COUNTY, TEXAS AND THAT EVERY PARTY TO THIS CONTRACT AGREES TO PAY ALL COSTS OF COLLECTING OR SECURING OR ATTEMPTING TO COLLECT OR SECURE THE MONIES DUE PURSUANT TO THIS CONTRACT, INCLUDING A REASONABLE ATTORNEY'S FEE. THE DAMAGES RECOVERABLE BY ANY PARTY TO THIS CONTRACT ARE LIMITED TO THE AMOUNT OF THIS CONTRACT, PLUS A REASONABLE ATTORNEY'S FEE.

This contract is subject to Chapter 27, 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 regarding the defect to the 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, Property Code, and must describe the construction defect. If requested by the Contractor, you must provide the Contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

"IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW." "THIS CONTRACT MAY BE FILED OF RECORD IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS SITUATED. FAILURE TO COMPLY WITH THIS CONTRACT MAY RESULT IN A MECHANICS AND MATERIALMENS LIEN BEING FILED AGAINST THE PROPERTY AND LEGAL PROCEEDINGS TO FORECLOSE UPON THE PROPERTY."

This written agreement is the total agreement by and between the Property Owner and Hy-Tech Foundations, Inc. Any work to be performed beyond this scope must be in writing and signed by the parties. No oral representation by anybody can change this agreement.

Details of the project as indicated on the attached drawing and the specifications and conditions herein are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be as stated above. My signature confirms that I have read and fully understand the above contract. All owners must sign this contract. No oral representation by anybody can change this agreement.



Edgar Pavlicek (May 24, 2021 17:50 CDT)

Property Owner Signature

May 24, 2021

Date



Hy-Tech Foundations, Inc

May 24, 2021

Date



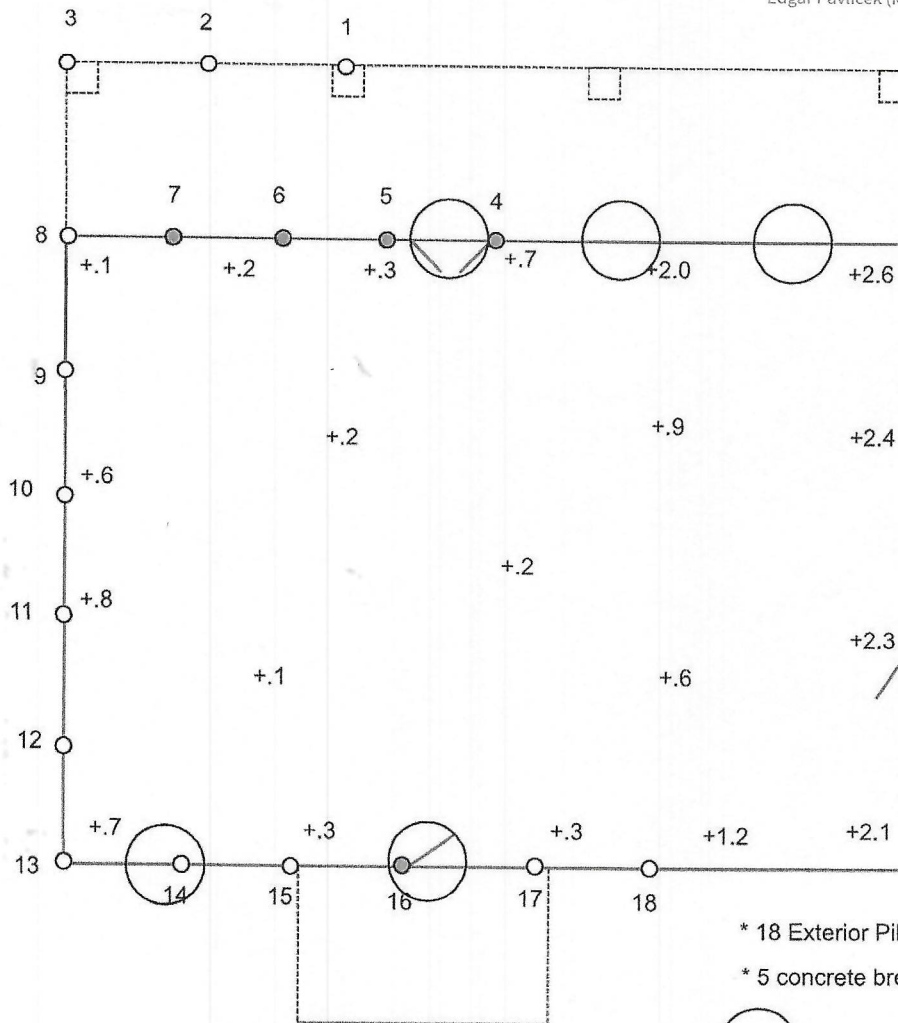
"We Take The Stress Out Of Foundation Repair"

Hy-Tech Foundations, Inc.
P.O. Box 55690, Houston, TX 77092
P-(713)686-1733 F-(713)688-4481
office@hytechfoundation.com

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|------------|-----------------------------------|--------|----------------------------|
| Name | Edgar Pavlicek | Date | 5/18/2021 |
| Address | 3600 FM 154, West Point, TX 78963 | Type | concrete foundation repair |
| Home Phone | 361-901-0142 | Tech | Cullen Dieringer/Tim Lopez |
| Email | e.pavlicek1118@gmail.com | Total: | \$9,250.00 |

Edgar Pavlicek

Edgar Pavlicek (May 24, 2021 17:50 CDT)



* 18 Exterior Pilings pressed to refusal

* 5 concrete breakouts and patches

○ -areas that are sticking

Notes/Comments

* light lift and support/stabilize on the left exterior with a focus on doors and windows that are sticking

*Lifetime Transferable Warranty

Payment Terms: 1/2 at start of the job and second 1/2 upon completion

Financing available with approved credit