11603 Windfern Road Houston,TX 77064 T: 281.894.4990 F: 281.720.1222 uretek-gulfcoast.com

August 3, 2017

Paul Bublis New Renovations

# Re: Foundation repair at 211 W Lake Drive Point Blanke TX 77364

Mr. Bublis,

I appreciate the opportunity to present this revised proposal to you.

#### ANALYSIS OF WORK:

Original construction of foundation may have been poured on a tilt. Right back corner of home shows the lowest spot and potentially has subsided more than 3 inches from original construction. Renovations have been completed approximately 3 years ago and there are no signs of damage from subsidence other that the elevation readings inside the home. Approximately 1920 square feet of affected interior foundation repair due to subsidence. Full perimeter of home is in need of exterior pilings to support grade beam and help prevent further movement.

## SCOPE OF WORK:

URETEK ICR will inject under the concrete slab to fill voids, lift and stabilize the concrete slab and install 48 exterior pilings with break outs installed as needed to access the grade beam. Lifting mainly back side of home and stabilizing the remainder of the concrete foundation with both exterior pilings and interior poly injections.

#### PRICING:

URETEK, will furnish the material, tools, skilled technicians, and insurance necessary to fill voids, lift and stabilize the concrete slab and Install exterior pilings.

The cost to complete this job is:

### \$30,500.00 (Plus Applicable Taxes)

A Ten-Year Warranty is included with this proposal for new pilings installed and Poly injection.

Half of the total payment is due at the start of the project.

Mr. Bublis, I hope this proposal meets with your approval. URETEK is eager to demonstrate to you the advantages of utilizing URETEK for void filling and soil stabilization. If you have any questions, please call me at (713) 818-9728 or email me at RayT@uretek-gulfcoast.com. You may also call the office at (281) 894-4990. We look forward to hearing from you soon.

Sincerely,

Ray Terris URETEK ICR





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Windfern Houston, TX Toll Free: 1.866.873.5438 Phone: 281.894.4990 Fax: 281.720.1222

# Sales Contract

Submitted To: New Renovations

Attn: Paul Bublis 800 Frontier Drive Onalaska, TX 77360 Date: 8/3/2017

Uretek ICR Representative: Ray Terris Job Address: 211 W Lake Drive Point Blank, TX 77364

77064

Uretek ICR Gulf Coast ("Uretek ICR") and the individuals or entities designated as Owner(s)/Authorized Agent(s) below (collectively, the "Owner") enter into this agreement (the "Agreement") and hereby agree as follows:

- 1. Uretek ICR will provide all labor, materials and supervision to fill subterranean-voids using the Uretek Method™ to raise and/or stabilize the slab foundation at injection locations on the Project.
- 2. Injections will be made by drilling holes. The holes resulting from the drilling will be sealed with either wood putty or grout (as applicable) upon completion of the work.
- 3. Owner hereby accepts all responsibility for and agrees that Uretek ICR is not responsible for any damage to or resulting from damage to, (1) plumbing, (2) sheetrock, (3) wall covering, (4) carpet, (5) flooring, (6) door and/or window frames, (7) any other rigid material(s) and/or (8) any other damage resulting from Uretek ICR's work.
- Any re-mobilization required because of lack of preparation by the customer will result in a \$1,500.00 4. remobilization charge.
- Uretek ICR will Install 48 exterior piling to perimeter of home, including garage and inject polymer to 5. interior of home to lift and stabilize concrete slab as per attached drawing for the sum of Thirty Thousand Five Hundred dollars (\$30,500.00), plus all applicable taxes (the "Service Fee"). Half of total payment is due at start of project. Work beginning after 5pm on Friday thru 5am Monday will cost an additional \$1,500.00. Changes to the work will not be undertaken without a written change order signed on behalf of Uretek ICR and by Owner. Payment in full of the Service Fee is due upon Uretek ICR's representation that the work is complete regardless of whether Owner requests additional work by executing a change order as provided below. All invoices which are not paid upon completion of the work shall bear interest on the amounts then due at the rate of twelve percent (12%) per year with interest to accrue five (5) days from the date of Uretek ICR's invoice.

The Service Fee is based on Uretek ICR's investigation of the conditions and factors affecting the work to be performed, including, without limitation, soil conditions, void spaces, moisture levels, thickness of concrete and Owner's input to Uretek ICR regarding those and other pertinent conditions. If, after beginning work, the factors or conditions are found to be significantly different than previously understood by or explained to Uretek ICR, Uretek ICR reserves the right to stop work to determine the impact of such factors and conditions on the scope of work outlined above. If additional labor or materials are required beyond those contemplated by Uretek ICR as set forth above, Uretek ICR will provide Owner with a revised cost estimate to complete the work. In no event, will Uretek ICR be obligated to complete the work until the parties execute a change order as provided herein. Regardless of whether Owner elects to execute a change order for additional labor and/or materials, Owner remains responsible for payment in full of the Service Fee.

- 6. This warranty applies only to piles and material injected at initial application and does not cover deterioration or damage resulting from improper use or modifications subsequent to injections of the material, damage due to water or sewage infiltration, accidents or acts of God. If any adjustment is necessary due to settlement in the initial locations ten (10) years or less from the date of completion of the work, Uretek ICR's sole obligation is to adjust the settled area without cost to the Owner if Owner has paid in full all monies previously invoiced by Uretek ICR Gulf Coast. This warranty applies only to initial installation and does not cover deterioration or damage resulting from improper use or modifications subsequent to injections of the material, damage due to water or sewage infiltration, accidents or acts of God. Warranty excludes all cost for removal and replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping or tunneling required to access prior work. All cost of redecorating, repairing or replacing of any material or items, not specially incorporated in the product installation per the agreement is excluded. SUBJECT TO THIS LIMITED WARRANTY, OWNER AGREES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY URETEK ICR CONCERNING THE LABOR OR MATERIALS PROVIDED UNDER THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, URETEK ICR HEREBY DISCLAIMS, AND OWNER HEREBY WAIVES, ALL IMPLIED WARRANTIES RELATING TO THE LABOR AND MATERIALS PROVIDED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, CONDITION, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ADEQUACY OF THE PLANS. ANY IMPLIED WARRANTIES WHICH CANNOT LAWFULLY BE DISCLAIMED ARE LIMITED IN DURATION TO ONE (1) YEAR DURATION FROM THE DATE OF URETEK ICR'S INITIAL-INJECTIONS. IN NO EVENT SHALL URETEK ICR BE LIABLE FOR DAMAGES IN EXCESS OF THE SERVICE FEE, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTIAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ATTORNEY'S FEES ARISING OUT OF OR IN ANY WAY RELATED TO THE LABOR OR MATERIALS PROVIDED HEREUNDER TO THE EXTENT PERMITTED BY LAW.
- Any disputes arising out of or in any way related to this Agreement or Uretek ICR's work will be
  resolved by binding arbitration in Harris County, Texas, as administered by the American Arbitration
  Association ("AAA") in accordance with the AAA's Construction Industry Arbitration Rules using a
  one-arbitrator panel.

AGREED:

URELIFT GULF COAST, L. P. dba URETEK ICR GULF COAST

By: UGC Management, LLC

Its: General Partner

Authorized Agent / Date

Customer Signature / Date

