

NOVA TECH

FOUNDATION REPAIR, LLC
Quality is our foundation, Make it yours.

9651 Sauney Chapel Road, Chappell Hill, TX 77426
(979) 203-6142 office@ntfrllc.com

CONTRACT

STATE OF TEXAS

This agreement is made and entered into this 4th day of September, 2022 by and between Mike Ruffino and/or Sam Ruffino, Owner(s), of Washington County, in the State of Texas and Nova Tech Foundation Repair, LLC (Contractor), known herein as NTFR, LLC, of Washington County, in the State of Texas.

Work to be performed at the premises locally known as 409 Hohenwalde School Road in the City of Brenham, State of Texas, 77833 (zipcode).

In exchange for the Owner's promises and agreements described below, NTFR, LLC agrees to do the following:

Underpin and raise sections of the home as shown in the attached drawing to as near the original grade as practically possible using 5 piles under the foundation of the structure, as shown on the attached drawing and made part of this contract.

In accordance with the Specifications, General Conditions, Special Conditions and Guarantees attached and made part of this agreement.

SPECIFICATIONS

1. NTFR, LLC will provide all labor, materials, and equipment required to complete work. NTFR, LLC will perform the work in a good and workmanlike manner. Owner will supply NTFR, LLC with water and electricity. If Owner fails to supply electricity, NTFR, LLC will provide a generator at \$150.00 per day.
2. The material used in the installation of the precast piling shall be a minimum of 3000 psi at 28-day test concrete.
3. Piles will be installed at the location, as per attached drawing, and in the manner specified by NTFR, LLC.
4. Piles will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the pile to support the foundation, or until the piles encounter rock or other strata capable of supporting the foundation.
5. After the piles have been installed, the jacking or raising will be continued until, in the sole opinion of NTFR, LLC, further raising will produce or create damage to the foundation or structure.

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 stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and may cause or create new damage by movement or lack of movement.
3. NTFR, LLC has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings or personal property without regard to when or where said damage occurs.
4. When repairing foundations, it is possible that sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials may crack, wrinkle, or break. Therefore, it is agreed between Owner and NTFR, LLC that this contract does not include repairing or replacing any materials or systems not specifically included in this contract. It is also agreed that NTFR, LLC shall not be responsible for trees, shrubs, other plants, sprinklers, lighting, or other items that might be damaged when the work is performed. NTFR, LLC shall not be responsible for the cost of any such repairs.
5. IN FOUNDATION REPAIR, STRUCTURAL CONDITIONS MIGHT APPEAR WHEN WORK IS IN PROCESS THAT WERE NOT VISIBLE WHEN YOUR ESTIMATE WAS PREPARED, SUCH AS INADEQUATE REINFORCING STEEL, SHALLOW GRADE BEAMS, AND/OR OTHER STRUCTURAL DEFICIENCIES. THERE CAN AND MAY BE AN ADJUSTMENT IN THE CONTRACT PRICE.
6. If any strata of rock are encountered while digging to install the piles, there will be an additional charge of \$50.00 per hole.
7. If grade beams are found to be deeper than thirty-six inches (36") after work has begun, there will be an additional charge of \$25.00 per foot per hole.
8. 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 \$300.00 per pier.
9. If any concrete that needs to be broken out for work to be performed is thicker than six inches (6"), there will be an additional charge

Initials: MR

- of **\$50.00** for every six inches of concrete per hole.
- 10. Foundation maintenance will continue to be necessary after foundation repair is performed. If maintenance and upkeep is not performed by Owner it can affect the performance of the foundation, therefore affecting the performance of repairs and the warranty.
- 11. In order to be binding on NTFR, LLC, this contract must be signed by all Owners, in the spaces provided below, and returned to NTFR, LLC within 30 days from **September 4, 2022**.

SPECIAL CONDITIONS

Work is being performed in contemplation of sale.
New concrete patches will not match older concrete.

GUARANTEE

Each Owner or authorized person(s) need(s) to initial in the boxes next to the level of warranty you wish to pay for:

LIFETIME TRANSFERABLE WARRANTY

Payment of Two thousand nine hundred twenty-five and 00/100 dollars, **\$2,925.00**

- Initials _____ If any adjustments are required during the warranted period of the home due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR, LLC will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal.
- Initials _____ Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR, LLC for a claim to be processed.

TEN YEAR TRANSFERABLE WARRANTY

Payment of Two thousand two hundred fifty and 00/100 dollars, **\$2,250.00**

- Initials _____ If any adjustments are required during the warranted period of the home due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR, LLC will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal.
- Initials _____ Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR, LLC for a claim to be processed.
Options: 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the ten (10) year period for **\$675.00** plus or minus the U.S. Consumer Price Index for that year, after NTFR, LLC has been given opportunity to inspect the home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, LLC, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR, LLC at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR, LLC's piles will be done at a price of **\$350.00** per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

FIVE YEAR TRANSFERABLE WARRANTY

Payment of One thousand eight hundred and 00/100 dollars, **\$1,800.00**

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- Initials _____ If any adjustments are required during the warranted period of the home due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR, LLC will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal.
- Initials _____ Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to our company for a claim to be processed.
Options: 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the five (5) year period for **\$1,125.00** or to the ten (10) year for **\$450.00** plus or minus the U.S. Consumer Price Index for that year, after NTFR, LLC has been given opportunity to inspect the home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, LLC, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR

Initials: *MR*

LLC at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR, LLC's piles will be done at a price of **\$350.00** per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

NO WARRANTY

Payment of **One thousand five hundred seventy-five and 00/100** dollars, **\$1,575.00**

Initials If any adjustments are required within the first six (6) months after work was completed due to settlement of more than one inch (1") in thirty horizontal feet (30') where underpinning was installed, NTFR, LLC will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles or installed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR, LLC for a claim to be processed. Options: 1) Within the first thirty (30) days, from the date of closing, the Owner may choose to upgrade to the Lifetime Warranty for **\$1,350.00**, to the Ten (10) Year Warranty for **\$675.00** or to the Five (5) Year Warranty for **\$225.00** plus or minus the U.S. Consumer Price Index for that year, after NTFR, LLC has been given opportunity to inspect the home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, LLC, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR, LLC at that time or 3) Owner may choose not to upgrade, in that case, any adjustments necessary to NTFR, LLC's piles will be done at a price of **\$350.00** per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. PAYMENT IN FULL OF CONTRACT IS NOT RECEIVED WITHIN 30 DAYS OF JOB COMPLETION.
2. THE STRUCTURE HAS BEEN ALTERED OR MODIFIED, SUCH AS ADDITIONS, WHICH WOULD AFFECT LOADS ON FOUNDATION, WITHOUT THE PROPER WRITTEN APPROVAL OF NTFR, LLC.
3. THE STRUCTURE IS DAMAGED BY FIRE, FLOOD, OR STORM DAMAGE TO A SUBSTANTIAL DEGREE. FLOOD DAMAGE SHALL INCLUDE, BUT IS NOT LIMITED TO, SIGNIFICANT WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
4. THE STRUCTURE IS SITED ON A FAULT.
5. UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE EQUAL TO OR LESS THAN THEIR DEPTH FROM THE FOUNDATION.
6. THE FOUNDATION IS UNDERMINED (E.G. SOIL SLUMPING, EROSION, CREEK BEDS, EXCAVATIONS, POOR DRAINAGE, ETC.)
7. PROPER MAINTENANCE IS NOT PERFORMED.
8. ASSIGNMENT IS NOT PROPERLY MADE WHEN CHANGE OF OWNERSHIP OF THE ABOVE STATED PROPERTY OCCURS IN ACCORDANCE WITH THE PROCEDURES OF TRANSFER.

If the Owner has not received written warranty within 90 days after completion of the repairs, they should immediately contact the NOVA TECH FOUNDATION REPAIR, LLC office at 2628 HWY 36 S #304, Brenham, Texas 77833 or at (979) 203-6142.

IN THE EVENT THAT NTFR, LLC AND THE OWNER CANNOT AGREE THAT THE SETTLEMENT OF THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN THE TOLERANCES SPECIFIED ABOVE, THE OWNER MAY RETAIN A REGISTERED PROFESSIONAL CIVIL ENGINEER OF TEXAS, ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS OR HER PROFESSION AND KNOWLEDGEABLE IN SOILS AND FOUNDATIONS WITHIN THE AREA, AND WHO IS ACCEPTABLE TO NTFR, LLC AT THE SOLE EXPENSE OF THE OWNER, TO ACT AS AN ARBITRATOR TO EFFECT A BINDING AGREEMENT BETWEEN THE PARTIES.

ASSIGNMENT

The warranty is assignable by the Owner of this contract, if NTFR, LLC is notified within thirty (30) days of closing by the Owner of this contract in accordance with the procedures in affect at the time of transfer and upon receipt of the transfer fee established by NTFR, LLC. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THE WARRANTY IS VOID.

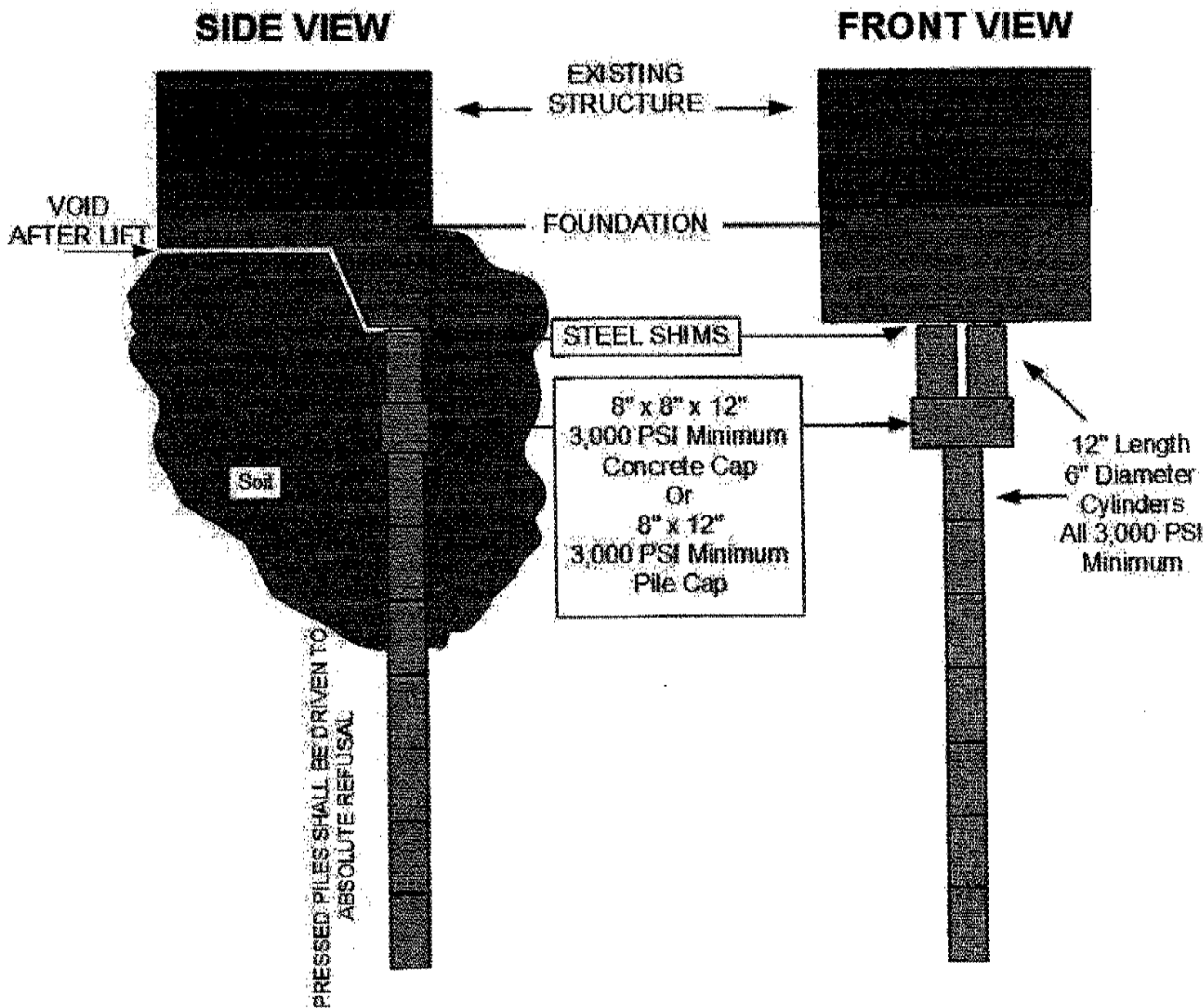
PAYMENT

Payment is required to be paid as follows:

Total amount due at closing, if work being performed within 30 days of closing. Otherwise 50% down with balance due upon completion.

Initials: *MR*

NOVA TECH
 FOUNDATION REPAIR, LLC
 Quality is our foundation. Make it yours.



FOR ILLUSTRATION ONLY

Nova Tech Pressed Pile System

Initials: *MR*



Audit Trail

TITLE	Foundation Repair Contract
FILE NAME	20220904con.pdf
DOCUMENT ID	c7a08d1251faa32dbcce59f29fc8f14d79b7eb63
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History



09 / 13 / 2022
17:55:22 UTC

Sent for signature to Mike Ruffino (foy2020@gmail.com) from
amber@ntfrlc.com
IP: 107.77.221.10



09 / 13 / 2022
18:29:25 UTC

Viewed by Mike Ruffino (foy2020@gmail.com)
IP: 23.124.241.112



09 / 13 / 2022
18:35:30 UTC

Signed by Mike Ruffino (foy2020@gmail.com)
IP: 23.124.241.112



COMPLETED

09 / 13 / 2022
18:35:30 UTC

The document has been completed.

5-YEAR TRANSFERABLE WARRANTY NOVA TECH FOUNDATION REPAIR, LLC

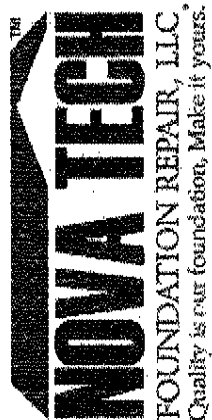
LULA RUFFINO, C/O MIKE RUFFINO
OWNER
409 HOHENWALDE SCHOOL ROAD, BRENHAM, TX 77833
JOB ADDRESS

If any adjustments are required during the warranted period of the home due to settlement of more than one (1) inch in thirty (30) horizontal feet where previous underpinning was installed, our company will re-raise those areas without cost to the owner. Access for warranty adjustments and consideration will be performed as assigned under original contract. This warranty applies ONLY to the work performed by Nova Tech Foundation Repair (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that this warranty along with original contract, must be furnished to our company for a claim to be processed.

This warranty shall be null and void if:

1. Payment in full of contract is not received within 30 days of job completion.
2. The structure has been altered or modified, such as additions, which would affect loads on foundation, without the proper written approval of NTFR.
3. The structure is damaged by fire, flood, or storm damage to a substantial degree or the structure is sited on a fault. Flood damage shall include, but is not limited to, water or sewer leaks under or adjacent to the foundation.
4. The structure is sited on a fault.
5. Underground facilities or swimming pools are installed within a horizontal distance equal to or less than their depth from the foundation.
6. The foundation is undermined (e.g. soil slumping, erosion, creek beds, excavations, poor drainage, etc.)
7. Proper maintenance has not been performed.
8. Assignment is not properly made when change of ownership of the above stated property occurs.

The original contract and drawing must accompany this certificate to be valid.
Assignment of this warranty can be made if NTFR is notified within 30 days of closing to transfer the warranty.
Proper paper work and fees must be taken care of, otherwise warranty will be null and void.



Work Finished on: September 13, 2022

of Piles: Five (5)

Ashley B Weiss
Nova Tech Foundation Repair Authorized Signature

October 19, 2022
Date

Nova Tech Foundation Repair, LLC

8651 Sauney Chapel Road
Chappell Hill, TX 77426
979-203-6142
office@ntfrllc.com
www.novatechfoundationrepair.com



INVOICE

BILL TO
Mike Ruffino
409 Hohenwalde School Rd
Brenham, TX 77833

INVOICE 2022-091
DATE 09/13/2022
TERMS Due on receipt
DUE DATE 09/13/2022



Charges

5 Exterior Pile w/ 5 Year Warranty	360.00	1,800.00
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We appreciate your business!

PAYMENT		1,800.00
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BALANCE DUE		\$0.00
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PAID