

**HY-TECH FOUNDATION, INC.  
SLAB REPAIR CONTRACT**

This agreement is made and entered into this 22nd day of February A.D. 2012 between **Pete Brennan** & Hy-Tech Foundation, Inc. hereinafter-termed 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:

Underpin and adjust sections of the structure as shown in the attached drawing to as near the original grade as practically possible by installing 24 pilings on foundation of the structure known locally as 5003 Plantation Colony Court. The in the City Sugar Land, State of Texas.

**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.**

The property is a homestead.

**A. SPECIFICATIONS**

1. The material used in the installation of the precast piling shall be minimum of 5000 psi at 28-day test concrete.
2. Pilings will be installed at the location and in the manner specified by the Contractor.
3. Pilings will be driven hydraulically 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. After the pilings have been installed and are able to support the structure, a precast concrete cap will be installed and the jacking or raising continued until, 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 and can and 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 frequently causes 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 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 live.
3. Owner is responsible for any permit fees and Engineer charges.

**D. WARRANTY**

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. This warranty only covers the pilings installed, not access to the pilings. The warranty is offered by Hy-Tech Foundation, Inc.

**For Slab structures, the warranty is as follows: THIS CONTRACT WILL SERVE AS YOUR WARRANTY**  
Hy-Tech Foundation, Inc. warrants to stabilize 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. (1" settlement in 30' horizontal span). Homeowner must have a hydrostatic leak detection test performed within 30 days of the completion of the foundation repair work. You must provide this paperwork for the warranty to be effective. Before any warranty adjustments can be made in the future the homeowner must have a hydrostatic leak detection performed.  
**DIRT BACKFILL & CONCRETE PATCHES ARE UNDER WARRANTY FOR 1 YEAR ONLY**

Regardless of the type of structure; the WARRANTY SHALL BE NULL AND VOID IF:

1. 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 FOUNDATION, INC. (INCLUDING FOUNDATION REPAIR OR ADJUSTMENTS)
2. THE FOUNDATION IS UNDERMINED, OR SLAB HEAVING OCCURES, (i.e.: soil slumping, eroding, plumbing leaks, creek beds, excavations, etc.)
3. 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.

**PLEASE INITIAL THAT PAGE 1 HAS BEEN READ**

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**D. WARRANTY (continued)**

If settlement in excess of the above tolerance is found the adjustment will be made to only the area of the repair outlined by this contract at no expense to the owner of the structure so long as all provisions of the agreement are met. IN THE EVENT THAT THE HY-TECH FOUNDATION, 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 FOUNDATION, INC. AT THE SOLE EXPENSE OF THE OWNER, TO ACT AS AN ARBITRATOR TO EFFECT A BINDING AGREEMENT BETWEEN THE PARTIES.

**E. ASSIGNMENT**

This agreement is assignable by the owner of this contract if Hy-Tech Foundation, Inc. is notified, in writing with a copy of the property deed received at closing, 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 WARRANTY IS VOID.

**F. PAYMENT**

Payment of \$10,380.00 is required to be paid to Hy-Tech Foundation, Inc. The customer promises to pay one half at the start of the job on day one and the balance in full on the day of completion. In the event that a payment plan is accepted in the sole discretion of the contractor, contractor may charge the highest allowable legal rate of interest on the unpaid balance. LATE CHARGE applied to all accounts unpaid after 30 days. LATE CHARGE computed by a periodic rate of 1.5% per month, which is the annual percentage rate of 18.00%. 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 60<sup>th</sup> 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 Owner and Hy-Tech Foundation, Inc.**

Charlene Gilchrist  
Contractor

February 22, 2012  
Date

The above prices, specifications and conditions 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 owner must sign this contract. No oral representation by anybody can change this agreement.

  
Owner

2/22/2012  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

