

Date: March 10, 2025

Attention: Jason Ritschard (via jason.ritschard@gmail.com)

Subject: Standard Initial Foundation Repair Evaluation
Slab Foundation
28010 Fulshear Plantation Dr., Fulshear, TX 77042

Crosstown Engineering (CE) was retained to inspect the subject foundation and to provide an opinion regarding the performance of the foundation. This report provides our reasonable professional opinion of the condition of the foundation on the date of our inspection and does not take into consideration any changes in the condition of the foundation or soils after that date. The contents of this report supersede any verbal comments made regarding the structure before, during or after the inspection and this report was prepared for exclusive use of the person or persons this report was prepared for and we do not have any obligation or contractual relationship to any other party other than the party this report was prepared for. Observations for compliance with any code or specification other than those explicitly stated are not included.

Scope of Work:

The subject foundation was visually inspected and a floor elevations survey was performed in areas that were accessible at the time of the inspection. The opinions provided within this report are based on the experience and judgment of the inspector and the information provided at the time of the inspection. This report also gives engineering advice with regard to the best and most economical repair method assuming normally expected subsurface conditions and conventional construction methods. It is known to all educated engineers with knowledge of the active soil supporting the structure that a full repair plan would include the underpinning of the entire structure and is not economically feasible due to the cost vs. benefit and the risk of resulting damages.

Scope of Work Limitations:

This report is for informational purposes only and is not intended to provide a detailed inventory of defects or a technical evaluation of the structure, drainage system or the overall property. The inspection excludes plumbing tests or procedures, verification of previous foundation repairs, framed superstructure, detached buildings, privacy or retaining walls, general site drainage away from the structure, material and soil sampling/testing, and verification of concrete reinforcement or knowledge of the location of interior grade beams, boxed structural members not in plain sight or previous repair work.

The client or individual ordering this report agree that Crosstown Engineering is not responsible for knowledge of the subsurface conditions without extensive geotechnical investigation including on-site drilling or testing of samples.

The future performance of this foundation cannot be predicted due to variables out of the control of the inspector. Therefore, this report does not predict or warrant the future performance of the subject foundation and the reader is encouraged to read the entire report.

Document Review:

Documents were not provided for review. Documents that provide original structural design drawings, design conditions, or “as-built” drawings or slab elevations at the time of construction were not available at the time of the inspection. Therefore, knowledge of interior grade beam locations or other foundation information is unknown. If existing piers are shown in the limited repair plan, their locations were provided by the client and are approximated. We do not certify their performance or existence. If the reader would like to determine if they are present, they must contact the owner or contractor to obtain an engineering certificate for them.

General Observations:

For the purposes of this report directions will be described using the terms left, right, front, and back with the front referring to the side of the structure indicated on the limited repair plan.

The structure is one story tall with a slab-on-grade foundation. The primary structural system of the structure is a wood framed system with exterior brick veneer and interior drywall with various finishes. The foundation was not exposed during our inspection and was covered with various floor-covering types.

Guttering, Foundation Watering, Grading, and Vegetation Observations:

The terrain immediately surrounding the structure was visually observed during the inspection. We observed the following:

- The gutter system is inadequate and needs improvement.
- The drainage system is adequate.
- The terrain is landscaped with grass, several trees, and some shrubbery. No trees and/or shrubs are close to the foundation.

Floor Elevation Discussion:

A relative elevation floor survey was performed using a Zipllevel Pro-2000B to map the surface topography of the floor of the living area and garage (if present). The floor plans and the elevations are illustrated on the limited repair plan. The elevations were adjusted based on the flooring type encountered to be on the same plane as the base point floor type. If a garage was present, the garage ceiling was measured and adjusted to be on the same plane as the foundation. Garage floors are designed to slope and are not as effective in measuring foundation movement.

Visual Observations:

Brick cracks, drywall cracks, floor cracks and trim separations were observed. Based on our observations of the structure, the structure’s physical damage, and review of the elevation map, we believe the structure has experienced foundation movement over the life of the structure, resulting in differential movement of the slab-on-grade foundation.

Damage observations were notable in multiple areas of the structure and are correlated with floor elevation data.

Foundation Repair Recommendations:

We recommend performing the following in the approximate locations of the structure as indicated on the limited repair plan:

- Obtaining a ground penetrating radar scan to identify interior concrete beam within the slab.
- Installing 18 total pilings (14 exterior, 4 breakouts).
- Extending the downspout out of the garden in the area shown on the map.

The purpose of the piling installation is to support the failed areas and improve elevations in areas of differential settlement if possible. Please see the limited repair plan for more information.

Maintenance Opportunities:

We recommend pre-lift and post-lift plumbing tests be performed on the sewer and potable plumbing lines. The results of the tests should be immediately provided to our office.

Maintaining a fully functioning gutter system will minimize ponding, soil loss and erosion, and will help control seasonal movement near the foundation. The gutter system should direct storm-water discharge away from the foundation through downspouts to a well-drained area that is graded away from the foundation. Optimally, we recommend the gutter system discharge via in-ground solid pipe to a low-lying area far away from the foundation.

Vegetation maintenance and a foundation and yard-watering program will also help control seasonal movement. Maintaining consistent moisture levels in supporting soils at all times of the year is necessary. It is important that the soils be stabilized and maintained with grass or ground cover around the perimeter of the structure to prevent erosion and an exposed or improperly embedded foundation. Large to medium-sized trees, and even large or numerous shrubs, growing too close to a foundation can dramatically effect the moisture content of the soils within the zone of influence beneath the structure. Root systems extract large quantities of water from underlying soils and result in large volumetric changes in the soils (shrinkage). As the tree absorbs water from the soil and the soil volume decreases, the foundation will settle in unsupported. If problematic roots are observed, we recommend removal or installation of tree root barriers.

Grading of the soils around the foundation is a critical element to your foundations health. Sloping the soils away from the home and preventing water from ponding near the foundation is needed to prevent soil “heave”. If ponding is noticed near the foundation during the rainy season, consult with an engineer or a drainage contractor immediately. Over-saturated soils can cause “heave” or settlement and contribute to foundation movement.

Expectations of the Limited Foundation Repairs:

The proposed limited repair plan is intended to provide a reasonable plan to improve the performance of the foundation and is not intended to level the foundation. The contractor shall determine the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress.

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.

The soils beneath and surrounding the structure are known to shrink and swell as the seasonal soil moisture content fluctuates. Moving forward, we anticipate that some cracks in the interior and exterior walls will surface due to

seasonal movement within the soils, even after foundation repair. Periodic repair of this type of cracking may be needed.

Underpins (a.k.a. Pilings or Piers) are constructed of steel or concrete and cost and performance will vary. Generally speaking, the deeper a piling is installed, the better it will perform. Shallow installations may be acceptable if they are terminated into rock. This information is meant to serve as a guideline and the owner must decide a reasonable cost/benefit on the property. Piling design is best done with data from a site-specific soils investigation. Such an investigation was not provided and is not a part of this scope of work but we strongly recommend obtaining this data. If this data is not provided, our pier design is only intended to be a minimum standard based solely upon average soil conditions in the general location of the property and as such, may not necessarily provide maximum performance.

Disclaimer and Disclosure:

The fees collected are for this report and inspection only and do not include additional services. Additional engineering services such as construction compliance inspections or post-repair inspections are available at an additional cost. A request for a construction compliance inspection must be made in a timely manner before commencement of repair work. Otherwise, we accept no responsibility for the proper execution of the repairs. Crosstown Engineering will only perform the post-repair inspection if the proper paperwork is provided at the time of the request. The paperwork should include the type of piling installed, the piling installation depth, the final pressure and the final scope of work. If the scope of work is to be altered by the contractor, we must be notified prior to installation.

It is known to educated professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils, etc. This soil movement could possibly cause the foundation to move after the remediation plan has been implemented and may impact the stability of the foundation and cause damage.

We do not warrant the future performance of the subject foundation and the reader is urged to review this entire report. The limit of liability is limited to the fee paid for this opinion. No further agreement shall be made, altered, or varied except by written instrument. Diligent foundation care to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.



Neither Crosstown Engineering, its sub-contractors, nor Adam Green, P.E., are responsible for liability to the owner or others for acts or omissions of the contractor to carry out the repairs in accordance with their agreement or for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The contractor is solely responsible for the warranty of the work performed in accordance with their agreement.

Please see the pier specifications (if provided) and limited repair plan for more information.

Sincerely,

Crosstown Land Development Services
Texas Engineering Firm (F-15944)

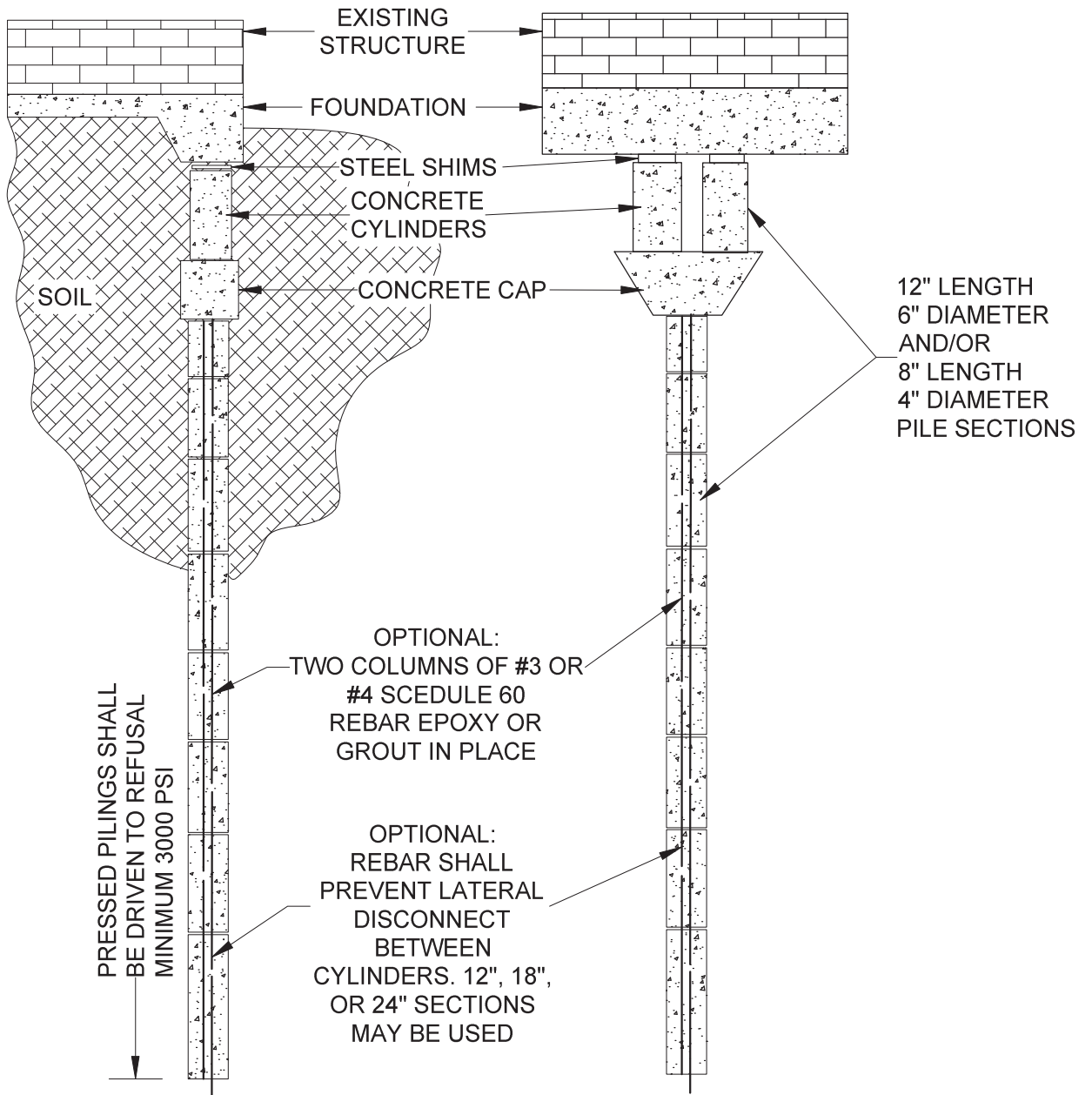
Adam Green, P.E., MBA
Professional Engineer (TX #116597)



03/10/25

CONCRETE PRESSED PILING SPECIFICATIONS

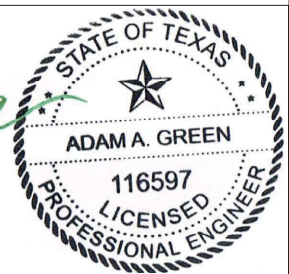
SIDE VIEW

FRONT VIEW



28010 FULSHEAR PLANTATION DR., FULSHEAR, TX 77042

Adam Green



03/10/2025



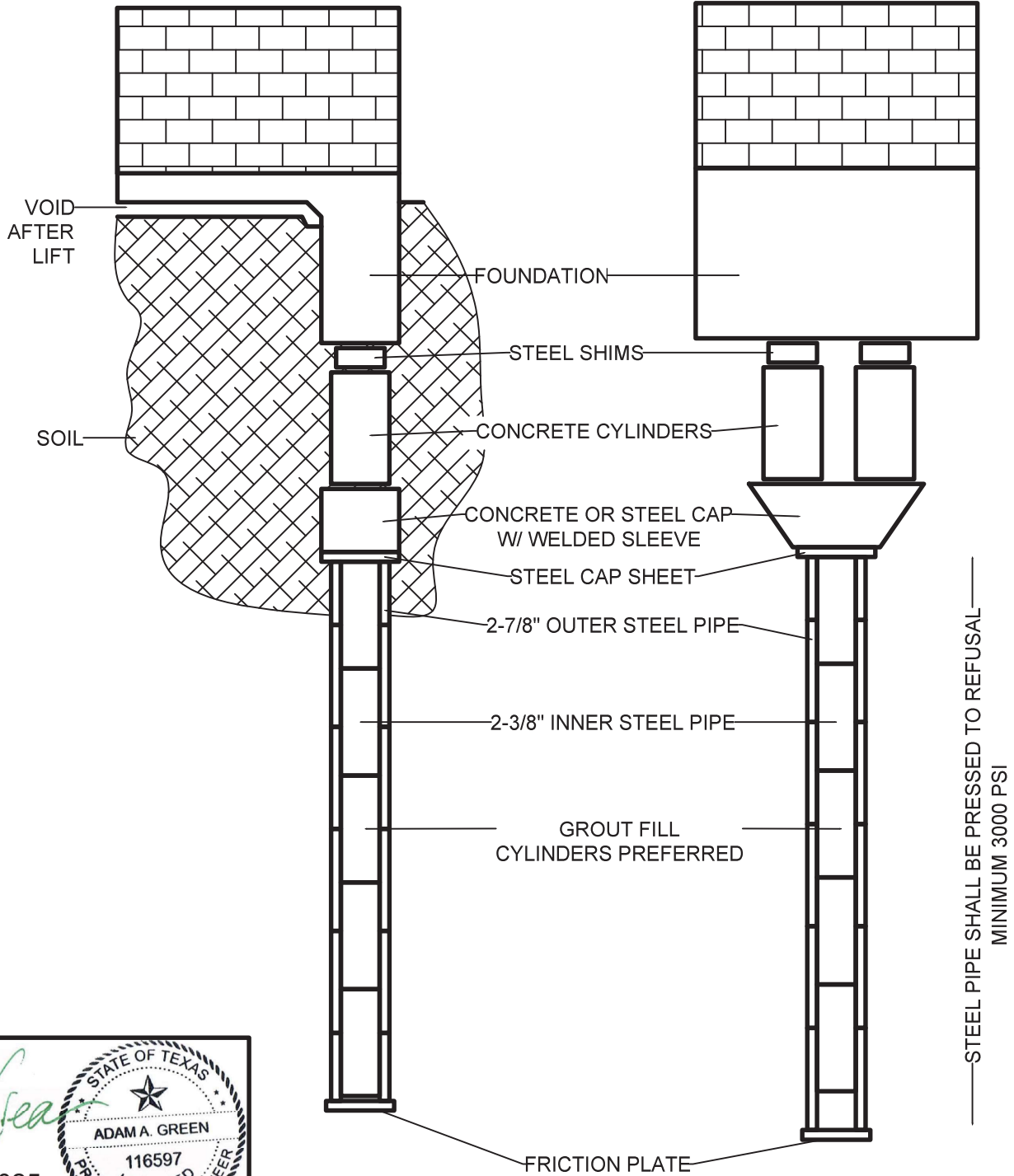
CROSSTOWN ENGINEERING

FBPE FIRM F-15944 - WWW.CROSSTOWNENGINEERING.COM

(972)-533-9203 - DALLAS METROPLEX

FRONT VIEW

SIDE VIEW



Adam Green
03/10/2025

STATE OF TEXAS
ADAM A. GREEN
116597
LICENSED PROFESSIONAL ENGINEER

28010 FULSHEAR PLANTATION DR., FULSHEAR, TX 77042

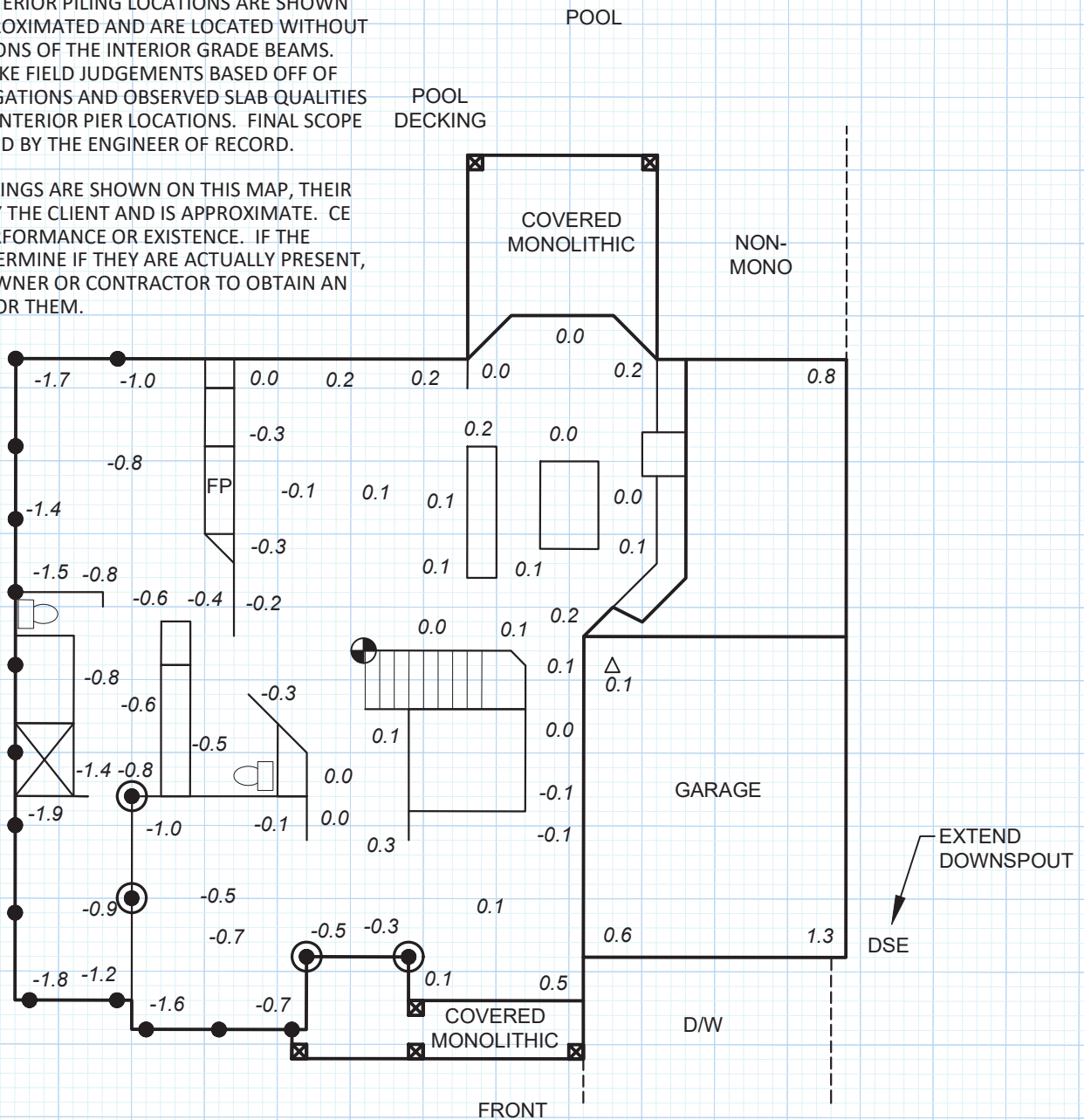


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STEEL PRESSED PILING DIAGRAM

CONSTRUCTION NOTE: IF INTERIOR PILING LOCATIONS ARE SHOWN ON THIS MAP THEY ARE APPROXIMATED AND ARE LOCATED WITHOUT KNOWLEDGE OF THE LOCATIONS OF THE INTERIOR GRADE BEAMS. THE CONTRACTOR SHALL MAKE FIELD JUDGEMENTS BASED OFF OF THEIR GRADE BEAM INVESTIGATIONS AND OBSERVED SLAB QUALITIES TO FIELD LOCATE THE FINAL INTERIOR PIER LOCATIONS. FINAL SCOPE CHANGES SHALL BE APPROVED BY THE ENGINEER OF RECORD.

PLEASE NOTE: IF EXISTING PILINGS ARE SHOWN ON THIS MAP, THEIR LOCATION WAS PROVIDED BY THE CLIENT AND IS APPROXIMATE. CE DOES NOT CERTIFY THEIR PERFORMANCE OR EXISTENCE. IF THE READER WOULD LIKE TO DETERMINE IF THEY ARE ACTUALLY PRESENT, THEY MUST CONTACT THE OWNER OR CONTRACTOR TO OBTAIN AN ENGINEERING CERTIFICATE FOR THEM.



- OBTAIN A GROUND PENETRATING RADAR SCAN TO IDENTIFY INTERIOR CONCRETE BEAM WITHIN THE SLAB.
- INSTALL 18 TOTAL PILINGS (14 EXTERIOR, 4 BREAKOUTS).
- EXTEND DOWNSPOUT OUT OF GARDEN IN THE AREA SHOWN.

LIMITED REPAIR PLAN

PRE-LIFT ELEVATIONS BY CE (03.07.25) 0.0

NOT TO SCALE - ALL LOCATIONS APPROXIMATE

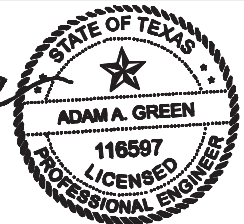
POST-LIFT ELEVATIONS BY CE () (X.X)

LEGEND

- ⊕ ELEVATION BASEPOINT
- ▀ PROPOSED BEAM
- ▬ EXISTING BEAM
- PROPOSED PAD/BLOCK
- ▒ EXISTING PAD/BLOCK
- PROPOSED PIER
- ⊗ EXISTING PIER
- ⊙ PROPOSED BREAKOUT PIER
- ⊗ EXISTING BREAKOUT PIER

Adam Green

03.10.25



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 (469)-751-7694 - DALLAS METROPLEX

28010 FULSHEAR PLANTATION DR., FULSHEAR, TX. 77042



STRUCTURED FOUNDATION REPAIRS HOUSTON

8807 Emmott Rd., #2000 • Houston, TX 77040

tel 832-230-5490 • fax 832-230-5675 • info@StructuredHouston.com

www.StructuredHouston.com

AGREEMENT

Date: MARCH 13, 2025

Owner: JASON RITSCHARD

Owner's Mailing Address: 28010 FULSHEAR PLANTATION CT, FULSHEAR TX 77441

Owner's Telephone Number: (Home) 832-432-7258 (Work) JASON.RITSCHARD@GMAIL.COM

Project Address: 28010 FULSHEAR PLANTATION CT, FULSHEAR, TX 77441

Description and Cost of Repairs:

1. Pilings:

<u>14</u> Exterior	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Steel
<u>2</u> Interior		
<u>2</u> Ext. w/Concrete Breakouts		
<u>18</u> Total Pilings		

_____ Concrete Footings
_____ Adjust existing piers
_____ Mud-jacking (requires post lift plumbing test)

2. Pier & Beam:

_____ LF Beam (approximate)	_____ SQFT Subfloor (approximate)
_____ LF Joist (approximate)	_____ Reset/Reshim
_____ LF Sill Plate (approximate)	_____ Concrete Pads/Blocks

3. Drainage Improvement:

_____ LF French Drain (approximate)	_____ Inches/Depth (approximate)
_____ LF Surface Drain (approximate)	_____ LF Discharge (approximate)
_____ # Collection Boxes (approximate)	_____ Size Collection Boxes

4. Root Barrier

_____ LF (approximate)	_____ Inches/Depth (approximate)
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5. Engineer's Report:

None _____ Initial _____ Final Both _____
(Performed by a Third Party, Independent, Professional Engineer)

6. Plumbing Test:

None _____ Initial _____ Final Both _____
(Performed by a Third Party, Independent, Plumber)

7. Additional Work:

PROVIDE A LIFETIME TRANSFERABLE WARRANTY ON THESE NEW PILINGS.
DESIGN BY CROSSTOWN ENR REPORT DATED 3-10-25.

This price does not include any cosmetic repairs, painting, caulking, mortar repair, door adjustments or framing adjustments unless specified above. All work is to be done as specified above or as determined by the engineer and is to be done in a workmanlike manner for the sum of **TOTAL**

CASH OR CHECK	\$	<u>10,300.00</u>
ADD 40% FOR CREDIT CARD		
Down Payment	\$	<u>1,300.00</u> <small>CHARGE# 415</small>
Balance Due upon completion of Lift*	\$	<u>9,000.00</u>

Proposal written by [Signature]

We use third-party, independent Engineers and Plumbers. If an initial engineering report is included in the specification above, the work will be done per the engineer's recommendation.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the contract. NOTE: This contract may be withdrawn by Structured Foundation Repairs Houston if not accepted within 14 days.

* Completion of Lift is defined as when the installation of the piers and/or drainage correction is completed. Mud-jacking and/or Final Engineering and/or Final Plumbing will be done as quickly as circumstances allow.

THE PRICES, SPECIFICATIONS AND CONDITIONS LISTED ABOVE AND ON THE REVERSE SIDE ARE SATISFACTORY AND ARE HEREBY ACCEPTED. IF THERE ARE ANY INCONSISTENCIES BETWEEN THIS AGREEMENT AND ANY VERBAL COMMUNICATION, THIS AGREEMENT WILL PREVAIL. BY SIGNING THIS AGREEMENT, I STATE THAT I AM THE LEGAL OWNER OF THE PROPERTY BEING REPAIRED AS OF THE DATE OF THIS CONTRACT AND STRUCTURED FOUNDATION REPAIRS HOUSTON IS AUTHORIZED TO DO THE WORK SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

Signature: *** [Signature]

Date: 3/13/2025

Signature: ***

***BY SIGNING I AGREE TO COMPANY'S GENERAL CONDITIONS, CANCELLATION POLICY AND WARRANTY ON THE REVERSE SIDE

Revised 8/9/2019

Each Office Independently Owned and Operated

Date: April 22, 2025
Attention: Structured Foundation Repairs Houston (SFR) (via e-mail)
Subject: Final Report & Inspection
28010 Fulshear Plantation Dr., Fulshear, TX
Houston Permit #

Dear Structured Foundation Repairs Houston, Inc. and Property Owner:

Structured Foundation Repairs Houston (the contractor) retained Crosstown Engineering (CE) to visually inspect foundation repairs completed by Structured Foundation Repairs Houston. Crosstown Engineering visited the property, conducted a visual inspection, and determined that all work, including any approved changes, has been completed per their limited repair plan dated 03/10/25.

Based on information provided by Structured Foundation Repairs Houston and visual observations, it appears that the following was performed:

- Installed 18 total pilings (14 exterior, 2 exterior with concrete breakouts, 2 interior).

The following changes were made to the original repair plan: 1 downspout was not extended. The elevation data obtained during the inspection indicates the foundation is supported by pilings to prevent further downward movement and may have been lifted. In some cases, the pilings are meant to support the foundation and minimal to zero lift was intentional.

We recommend post-lift plumbing tests be performed on the sewer and potable plumbing lines and that any leaks be immediately repaired. This limited repair plan is intended to provide reasonable repair to improve the performance of the foundation and is not intended to level the foundation. The contractor determined the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress.

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

Sincerely,

Crosstown Land Development Services
Texas Engineering Firm (F-15944)

Adam Green, P.E., MBA
Professional Engineer (TX #116597)

Adam Green
04/22/2025



DISCLOSURE & DISCLAIMER

It is known to knowledgeable professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils etc. This soil movement could possibly cause the foundation to move after the remediation plan within the attached report has been implemented and may impact the stability of the foundation and cause damage.

NO WARRANTY IS EXPRESSED OR IMPLIED BY THIS ENGINEER AS TO THE PERFORMANCE OF THIS FOUNDATION OR THE REPAIRS THERETO. Diligent foundation maintenance to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.

REPORT LIMITATIONS

This report is written for informational purposes only and is not intended to be a detailed technical evaluation of the property or an inventory of defects. The opinions expressed in this report are based on a visual evaluation of current conditions observed at the time of the inspection. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, CONCERNING THIS ENGINEERING REPORT.

The information in this report supersedes any verbal comments, expressed or implied, made by Crosstown Land Development Services or its principals, agents or employees. The client agrees that neither CLDS nor its employees or owners will be responsible for:

1. Knowledge of the subsurface conditions without extensive geotechnical data obtained from onsite drilling and testing of the recovered samples,
2. Knowledge of cracks, vertical differential displacement of floors without uncovering of the floor by the client; and
3. Any other element such as joists or beams and other structural members that is boxed or otherwise not readily available to CE for viewing, and releases CE from any liability attributable to such knowledge or conditions.

Any prescribed repair or maintenance plan detailed by this report is based on observations of apparent performance of the facility at the time of this structural survey. Compliance with any code or specification other than as expressly noted is specifically excluded.

The provided Floor Elevation Map and resulting recommendations are based on conditions as they now exist and DOES NOT IMPLY OR WARRANT THAT OTHER PROBLEMS AND OR AREAS MAY NOT MANIFEST IN THE FUTURE.

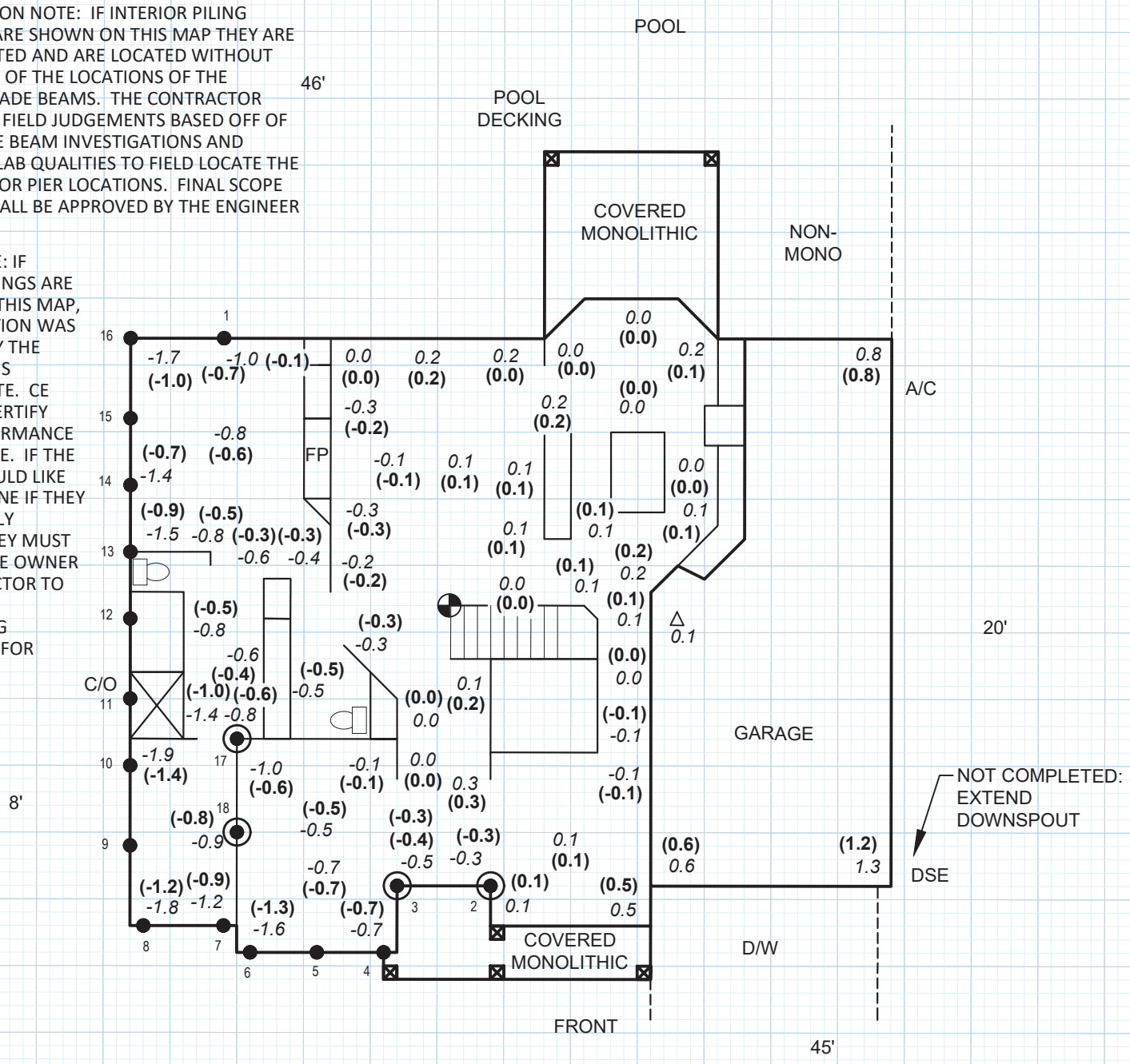
This report was prepared expressly for the client and expressly for the purposes indicated by the client. Permission for use by any other person for any purpose, or by the client for different purpose is denied unless otherwise stated in writing by CE.

CE SHALL HAVE NO LIABILITY FOR ACTS OR OMISSIONS BY THE CONTRACTOR OR HIS SUBCONTRACTORS PERFORMING WORK ON THIS PROJECT, OR THE FAILURE OF THE CONTRACTOR TO PERFORM THE WORK IN ACCORDANCE WITH THE REPAIR PLAN. CE IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCE OR PROCEDURES OR THE PRECAUTIONS INCIDENTAL THERETO.

CE expressly DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE and the client expressly disclaims that it has contracted for or received any warranty of fitness for a particular purpose with respect to this report. THE REPORT UNDER THIS AGREEMENT IS THE OPINION OF CE AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

CONSTRUCTION NOTE: IF INTERIOR PILING LOCATIONS ARE SHOWN ON THIS MAP THEY ARE APPROXIMATED AND ARE LOCATED WITHOUT KNOWLEDGE OF THE LOCATIONS OF THE INTERIOR GRADE BEAMS. THE CONTRACTOR SHALL MAKE FIELD JUDGEMENTS BASED OFF OF THEIR GRADE BEAM INVESTIGATIONS AND OBSERVED SLAB QUALITIES TO FIELD LOCATE THE FINAL INTERIOR PIER LOCATIONS. FINAL SCOPE CHANGES SHALL BE APPROVED BY THE ENGINEER OF RECORD.

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- INSTALLED 18 TOTAL PILINGS (14 EXTERIOR, 2 EXTERIOR WITH CONCRETE BREAKOUTS, 2 INTERIOR).
- NOT COMPLETED: EXTEND DOWNSPOUT OUT OF GARDEN IN THE AREA SHOWN.

LIMITED REPAIR PLAN

PRE-LIFT ELEVATIONS BY CE (03.07.25) 0.0

NOT TO SCALE - ALL LOCATIONS APPROXIMATE

POST-LIFT ELEVATIONS BY CE (04.21.25) (X.X)

LEGEND

- ⊕ ELEVATION BASEPOINT
- ▀ INSTALLED BEAM
- ▬ EXISTING BEAM
- INSTALLED PAD/BLOCK
- ▒ EXISTING PAD/BLOCK
- INSTALLED PIER
- ⊗ EXISTING PIER
- ⊙ INSTALLED BREAKOUT PIER
- ⊗ EXISTING BREAKOUT PIER

Adam Green
 04/22/25



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 (469)-751-7694 - DALLAS METROPLEX

28010 FULSHEAR PLANTATION DR., FULSHEAR, TX. 77042



8807 Emmott Rd Ste 2000 Houston TX 77040

Phone: 832-230-5490 / Email: info@structuredhouston.com

Warranty Date **4/30/2025**
Warranty Number **2019181**
Foundation Type **Slab**
Date of Completion **4/18/2025**

Jason Ritschard
28010 Fulshear Plantation Ct.
Fulshear, TX 77441

Structured Foundation Repairs Houston has completed the foundation repair for the above referenced property. This letter certifies you have received your transferable warranty based on your warranty details below. If you have any questions, please contact our office. We will strive to continue to provide quality service to our customers. We appreciate your business.

Contract Sign Date	Expiration Date(P&B)
3/13/2025	
Warranty Type	Piling Count (slab)
Lifetime Warranty	18

Kind Regards,

Structured Foundation Repairs Houston

Phone: 832-230-5490



Fax: 832-230-5675

WARRANTY TRANSFER REQUEST

Date: _____

Transfer Fee: _____

Previous Owner Information: (Please print or type)

Names: _____

New Owner Information: (Please print or type)

Names: _____

Mailing Address: _____ Zip: _____

Telephone Number: (Home) _____ (Work) _____

Project Address: _____ Zip: _____

By signing this request, you agree to the following:

I understand that this document is only a request for a warranty transfer.

I understand that Assignment of this warranty to a new Owner or Owners must be accomplished no later than thirty (60) days after transfer of title. Assignment will be made in accordance with the warranty and the procedures in effect at the time of transfer upon receipt of payment, if any. To transfer the warranty, this form and payment, if any, must be mailed to the address below or emailed to info@structredhouston.com and requesting a custom credit card link.

I have read and understand the additional general conditions on the reverse side of this document.

I state that I am the legal owner of the property located at the project address listed above and I authorize Structured Foundation Repairs Houston to transfer the warranty on this property to the New Owner listed below.

Date: _____ Previous Owner Signature: _____

Date: _____ Previous Owner Signature: _____

Date: _____ New Owner Signature: _____

Date: _____ New Owner Signature: _____

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. The house will be lifted until, in the sole opinion of **Structured Foundation Repairs Houston**, herein after referred to as **COMPANY**, further raising will produce or create unacceptable damage to the foundation or structure.
2. The stabilization or stopping 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. **The act of lifting a foundation has inherent risks and often causes damage, cosmetic and otherwise. Therefore, the COMPANY has no obligation to repair or replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing", electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, or personal property without regard to when or where said damage occurs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. We will transplant shrubbery at the point of installation, but we cannot guarantee that it survives.**
4. If spread footings, builders and/or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of \$100.00 will be due for each spread footing, builder, or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation (or what has been underpinned) has been constructed of substandard materials, and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work, and/or **the warranty may be voided**. Substandard construction is usually not discovered until after the work has begun and possibly not until a lift is attempted.
6. Owner shall supply **COMPANY** with water and electricity at owner's expense. **COMPANY** must have access to the breaker box at all times and must have access to enter the interior of the dwelling at the time it is lifted.

*Note: **COMPANY** recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the Repair Specifications listed on the front of the agreement. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner. To properly test a sewage line, it is necessary to have a working sewage cleanout. If a suitable cleanout is not found by the plumber after a reasonable search, the test will be deemed complete with regards to this contract. If the owner wants to have the test actually completed, a cleanout will need to be installed at the owner's expense. (An actual test must be performed if mud-jacking is included on the Repair Specification.) If a sewage leak is detected, it is the Owner's responsibility to have it repaired within a reasonable period of time. If the Owner is unwilling or unable to do the repairs, the **COMPANY** may refund any money previously collected for mud-jacking and may also void the warranty.

LIFETIME WARRANTY - Concrete Pressed Pilings or Steel Pilings only unless specified otherwise.

It is the intention of the **COMPANY** to permanently stabilize that portion of the foundation covered by this contract (the area where the pilings are installed), within one (1) part in two hundred and forty (240) parts of the life of the structure that it supports (1/4" in a 5-foot span). If any piling(s) installed under this agreement settle more than a 1/4" over a 5-foot span, **COMPANY** will adjust all affected pilings at no charge to the OWNER (does not include any costs for cosmetic repairs or tunneling to access pilings). This warranty applies to only the work performed by **COMPANY** described as **LIFETIME WARRANTY WORK** under the terms, provisions, and conditions of this contract. This warranty does not cover upheavals. Pier and Beam understructure shimming, pads and blocks, and wood replacement has a 1-year warranty unless specified otherwise. In order to reduce frivolous warranty inspections, all agreements signed February 1, 2015 or thereafter will be charged a \$75 service charge for warranty inspections. Company reserves the right to waive the charge.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Full payment is not made within 30 days of the specified due date.
2. An additional story is added to the structure or changes of a similar scope are made, without prior written approval of **COMPANY**, when such changes would affect loads on the foundation.
3. The structure is sited on a fault or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (i.e., soil slumping, eroding, plumbing leaks, creek beds, excavations, ground water, improper drainage, etc.)
6. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
7. Structure is not reasonably maintained (i.e., improper or insufficient watering, etc.)
8. Slab (or flatwork) underpinned is discovered to be built substandard (i.e., insufficient thickness, no rebar or post tension cables, improperly mixed concrete, etc.)

TRANSFER OF WARRANTY

In the event a change of ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than sixty (60) 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. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN SIXTY (60) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for \$100 (or current transfer fee) to 8807 Emmott Rd., #2000, Houston, TX 77040.

ARBITRATION OF DISPUTES

With the exception of debt collection, the Owner and **COMPANY** agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA with the stipulation that in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's costs, including reasonable attorney's fees, and the arbitrator shall be an engineer or builder with experience in building, designing or analyzing residential foundations. Owner and **COMPANY** agree that, in any arbitration proceeding, **COMPANY** liability shall be limited to the amount paid to the **COMPANY** by the Owner under this contract.

DEBT COLLECTION (INTEREST, PENALTIES & LATE FEES)

The **COMPANY** can and will utilize all remedies allowed by law when it comes to the collection of unpaid balances. The Owner agrees to pay all interest (18% APR on unpaid balances), penalties and late fees as allowed by law if payment is not made in accordance with the terms stated and agreed to on the front of this Agreement. All costs associated with the collection of this debt, court costs, attorneys fees and county filing fees, will be responsibility of the Owner.

CANCELLATION/RESCHEDULE POLICY

A customer may cancel/reschedule an agreement with **COMPANY** at any time by providing a written request by email to info@structuredhouston.com. Any job cancelled or rescheduled within 3 business days prior to the scheduled commencement will incur a \$250.00 change fee. The homeowner will be responsible for any charges incurred prior to cancellation.

TERMINATION

The **COMPANY** may terminate this warranty at any time by paying to the current owner an amount equal to the total payments made under the original contract or a mutually agreed on amount. No changes to this document will be valid unless approved in writing by both parties.