

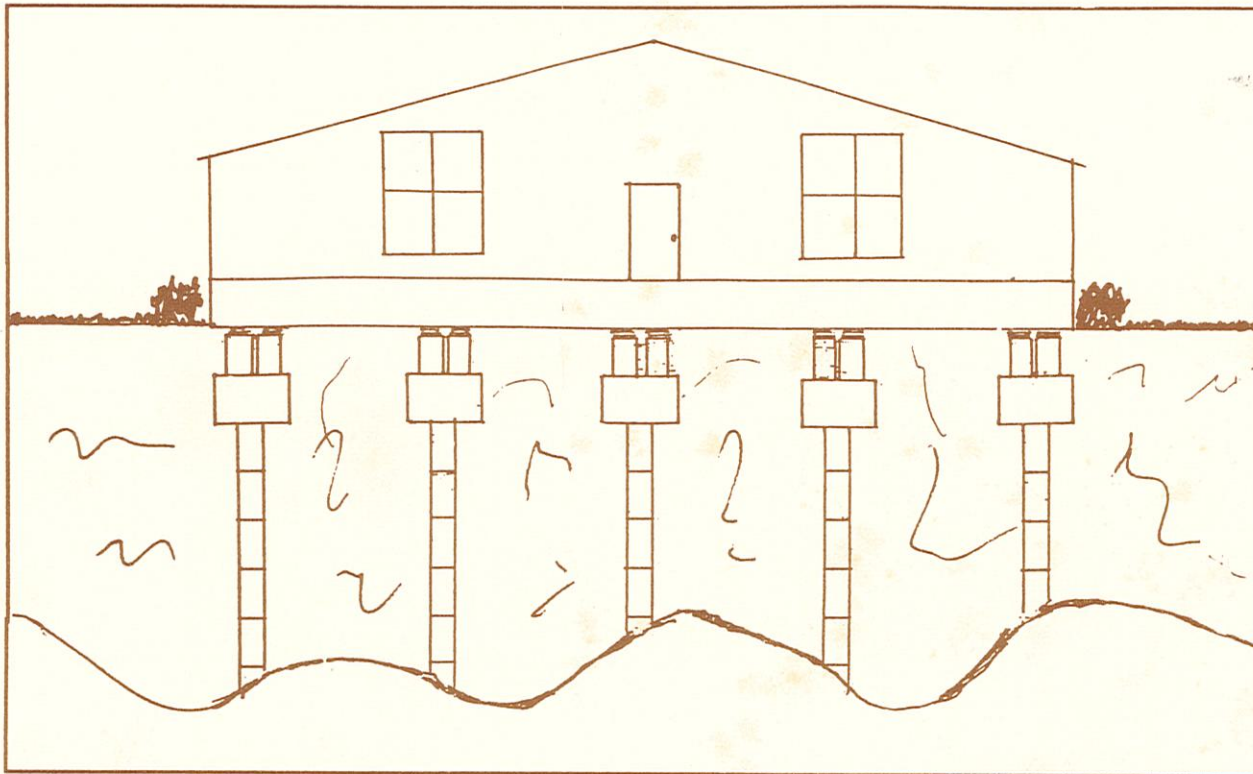


Lifetime Foundation Restoration

Slabs · Pier & Beam · Lifetime Warranty · Free Estimates
Professional, Quality Work Guaranteed

P. O. Box 517
BELLVILLE, TEXAS 77418

409-865-3400
1-800-278-0219



THIS DRAWING IS FOR PURPOSES OF ILLUSTRATION ONLY

NOT TO SCALE

Actual piling depths vary considerably depending on soil types.

Piles are placed on eight (8) foot centers (approximately) on single story structures and on six (6) foot centers (approximately) on two story structures.

Piles are driven until strata (and friction) capable of supporting the structure is obtained.

Exact knowledge of the soil is not needed. When the piles reach soils and depths needed to support the structure they become permanently fixed in place.

Each pile is continuously tested while being installed. This keeps the percentage of failure to an absolute minimum.

Highest quality materials are used insuring LIFETIME support for the structure.

mailed originals to James 5-11-00

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ADVERTISING SOURCE

W

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361-865-2831

979-743-4298

CONTRACT

STATE OF TEXAS
COUNTY OF

This agreement is made and entered into this 300 day of April A.D., 00, by and between David & Joellyn Schwentke of the County of _____ the State of Texas, Party of the First Part, hereinafter termed Owner, and Lifetime Foundation of the City of Bellville, County of Austin, and the State of Texas, Party of the Second Part, hereinafter termed Contractor.

WITNESSETH

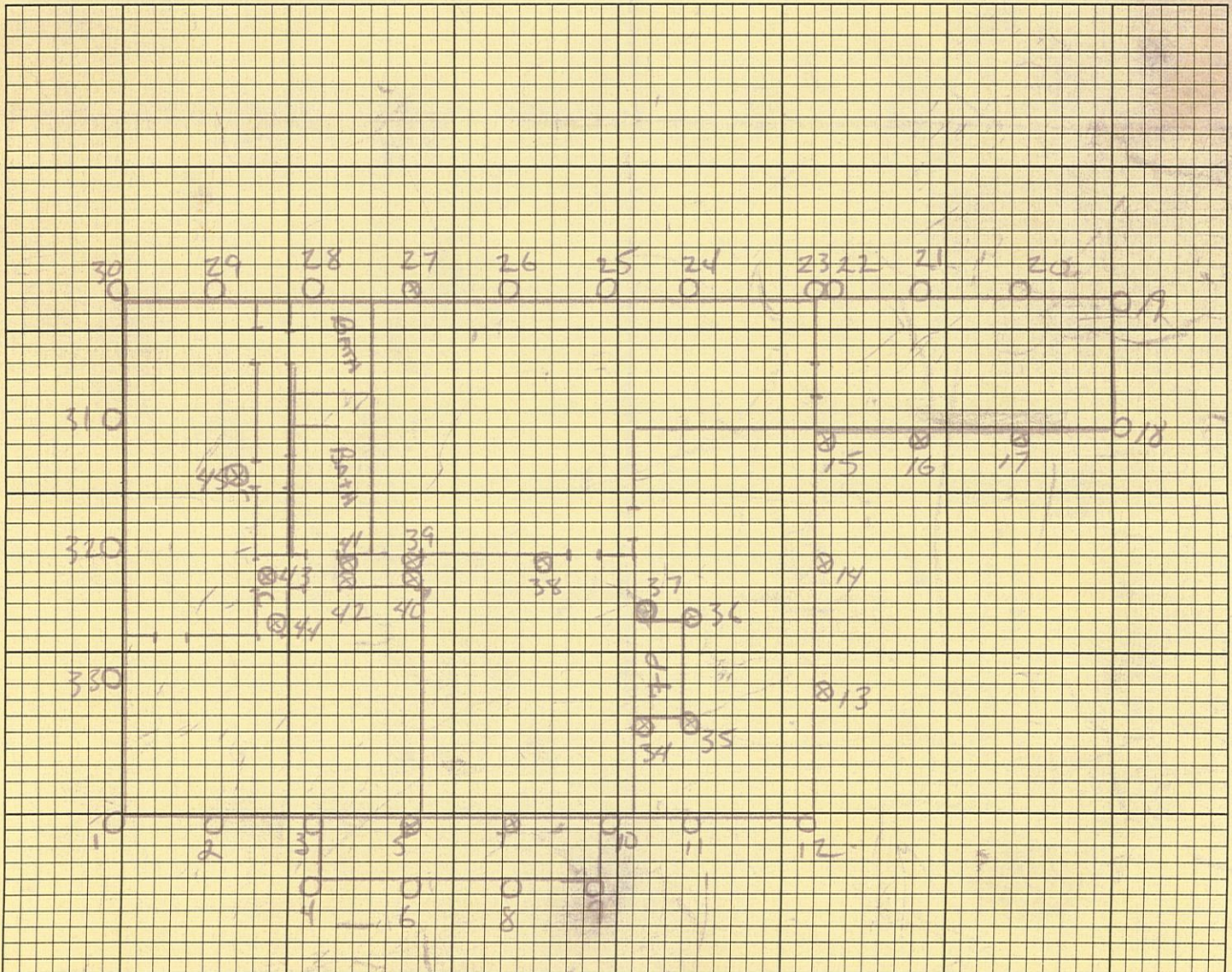
In exchange for the Owner's promises and agreements described below, the Contractor agrees to do the following:

Underpin and raise sections of the house as shown in the attached drawing to as near the original grade as practically possible using 45 pilings on the foundation of the structure known locally as 407 E Anderson in the City of Schulenburg, State of Texas, zip code _____.

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

A. SPECIFICATIONS

1. The material used in the installation of the precast piling shall be minimum of 3000 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.



Insurance Bonding Cert. we need a copy.

mailed originals to James 5-11-00

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 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 Contractor recommends that home owner perform a hydro static test, performed on all plumbing on structure after completion of foundation repairs. This shall be done at the sole expense and obligation of the homeowner.
4. The Contractor 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. If damage occurs due to negligence of the contractor, he is obligated to make proper repairs.
5. If pilings and/or drilled piers are discovered after the work has begun and it is necessary to cut them loose from the foundation, an extra fee may be charged. Extra fee will be 200.00 per pier.
6. If after work has begun, it is discovered that the foundation has been constructed of substandard materials or is of inadequate structural strength to properly transfer the load imposed by underpinning or additional excavating is needed due to prior foundation work, there can and may be an adjustment in the contract price and/or warranty.

C. SPECIAL CONDITIONS

D. GUARANTEE

It is the intention of the Contractor to permanently 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).

THIS 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 LIFETIME FOUNDATION.
2. THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGE TO A SUBSTANTIAL DEGREE WHICH WOULD AFFECT LOADS ON THE FOUNDATION. FLOOD DAMAGE SHALL INCLUDE WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
3. THERE IS FOUNDATION WORK DONE TO FOUNDATION AFTER LIFETIME FOUNDATION HAS COMPLETED FOUNDATION REPAIRS.
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 (i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, etc.)

If settlement in excess of the above tolerance is found, the adjustment will be made at no expense to the Owner of the structure so long as all provisions of the agreement are met.

IN THE EVENT THAT THE CONTRACTOR AND THE OWNER CANNOT AGREE THAT THE SETTLEMENT OF THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN TOLERANCES 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 FOUNDATIONS IN THE AREA, AND WHO IS ACCEPTABLE TO THE CONTRACTOR, 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 Lifetime Foundation is notified within thirty (30) days after the sale of the premises by the Owner of this contract and a transfer fee of \$100.00, or such other amount as _____ may reasonably require, is paid with the said notification. A repossession by a lien holder gives the right to assign this contract if the lien holder complies with the thirty (30) days notice and transfer fee requirements. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THIS GUARANTEE IS VOID.

F. PAYMENT

Payment of Ten Thousand Six Hundred Thirty \$10,630 is required to be paid as follows:

One-half (1/2) is due at the time work begins. Balance is due upon completion.

In the event it is necessary to file suit for the enforcement of this contract, suit shall be brought in _____ 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.

This written agreement is the total agreement by and between Owner and Lifetime Foundation.

LIFETIME FOUNDATION

By: [Signature]

Date: 4/3/00

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.

[Signature]
Owner

[Signature]
Owner

5-10-00
Date

5-10-00
Date

\$ Insurance Bonding Cert. we need a copy.



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References

Floyd & Susan Addicks 409/836 2911

Charlie & Amanda Dobby 409/830-8619
Boy Trash in hole Shrub Dying 98 Nov.
Naten Stein

Taryla Ballentines 409/277-0256

Mr & Mrs Raymond Glasemann 409/836-7210 Good

Mr & Mrs Leonard Tittel 409/830-7159 Good Feb or So