## Alamo Hy-Tech Foundation, Inc.

3005 I.H. 35 · Mailing Address: P.O. Box 312010 New Braunfels, TX 78131-2010 (210) 590-3231 · (830) 606-5505 · (830) 606-9139 www.RepairMyFoundation.com

# GENERAL CONTRACT 1-YEAR WARRANTY

This agreement is made and entered into by the parties at Comal County, Texas by and between <u>Janell Moore</u> (hereinafter "Owner") and Alamo Hy-Tech Foundation, Inc. (hereinafter "Alamo").

### **WITNESSETH**

WHEREAS, Alamo agrees to perform certain construction related services for Owner at the following property location:

2127 West Woodlawn, San Antonio TX, 78201 Complete Address, City, and Zip Code

WHEREAS, Alamo agrees to provide the following materials and perform work on behalf of Owner:

#### A. SCOPE OF WORK

INSTALL 46 STEEL PILINGS AND RELEVEL & RESHIM 17 EXISTING PIERS

Alamo agrees to provide all the materials and perform all of the work covered by the specifications, attached hereto, and made hereof for all intents and purposes.

#### B. PAYMENT

Owner shall pay Alamo the sum of \$30,055.00 One-half (1/2) the contract price (\$15,027.50) is due by Owner to Alamo upon execution of this Agreement to reserve your date on the calendar. Balance of one-half (1/2) or (\$15,027.50) is due upon completion. . \*\*Balance will incur a 3% late fee if not paid within 3 days of completion and \$10.00 per day fee every day balance is still outstanding.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, and subject to the General Conditions, do mutually agree as follows:

#### C. GENERAL CONDITIONS AND CHANGE ORDER

1. Alamo agrees to perform all repairs or new installations in a safe, prudent, and careful manner, working only within the specified area.

- If there are any changes in the original specifications or scope of work, the parties must agree to the changes, extras or alterations in writing and any additional charges for said work.
- 3. Alamo has no obligation to repair, replace or cure any damage whether exposed, concealed, or buried, to the foundation, structure, floors, exterior veneer surfaces, sheetrock, plaster cracks, paint surfaces, landscape replacement or damage, wallpaper, plumbing, electrical wiring, door or cabinet readjustment, or personal property damaged at anytime during the work operation.

#### D. CONTRACT ASSIGNMENT

Owner cannot assign this Agreement for work to be performed until its completion by Alamo.

#### E. DISPUTES

In the event it is necessary for either party to file suit for enforcement of this Agreement, the parties agree that sole and proper venue for filing shall be the place where this contract was accepted by Alamo in Comal County, Texas. The prevailing party in such suit shall be entitled to reasonable attorney's fees and court costs.

#### F. BINDING EFFECT

This Agreement and all its terms and conditions shall extend to and be binding upon the parties and their respective heirs, successors, executors, administrators and assigns.

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Alamo Hy-Tech Foundation, Inc.	Date
Owner accepts the above prices, specifications, conditions and terms to this Agreement and authorizes Alamo to perform the work as specified on this 25th day of March, 2022.	
- Jan Chase	Owner
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