

Bid#: A112087

Elizabeth Judson
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Austin, Tx 78744
441-3908



Page 1 of 3
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CENTEX HOUSE LEVELING - AUSTIN, LLC
SLAB FOUNDATION REPAIR AGREEMENT



| Scope of Work | | Charges | |
|--|--|---|--------------------|
| 28 | Adjust Existing EXTERIOR Pier(s)- NO WARRANTY- see notes | Scope of Work | \$15502.00 |
| 17 | Interior CENTERBEAM PIER (TM) | Third Party Fees | \$1450.00 |
| 7 | Breakout Patch | Discount | |
| | | Sales Tax | |
| | | Total | \$16,952.00 |
| Optional Pier Types | | Discounts | |
| | | | |
| Third Party Services | | Special Contract Provisions | |
| Post Level Leak Tests: Hydrostatic on Drain Line & Static on Potable Water System - by Licensed Plumber (Clean Out Must Be Visible & Accessible or Addtl. Charges Apply) City Permits and Engineering Certification | | Note- drainage improvements required by others; no warranty will be provided on the existing piers, only the new piers on Interior; Warranty is void due to plumbing leaks, flow able concrete back fill by others, improper drainage; Additional charges will apply if backfill material has to be taken out at pier locations (approx. \$300 per hr, only if necessary) | |

Disconnect, Reconnect Gas Meter \$350

Section One: Lifetime Transferrable Warranty

The Lifetime Transferrable Warranty will be applicable and issued only upon (i) completion of the Scope of Work and any Change Order and (ii) payment in full to CenTex House Leveling ("CenTex") by Owner.

Warranty Terms:

- a) If future settlement occurs that can be corrected by adjusting piers previously installed by CenTex, adjustments will be performed at no cost to the Owner, or any future Owners for the life of the structure providing all provisions of the Agreement have been met. If required, Owner is responsible for any permit fees, engineering fees and post repair leak test.
- b) The Warranty is limited to area supported by the pier(s) installed by CenTex. Piering in one area of the structure will not provide warranty coverage to any other part of the foundation.
- c) Access for warranty adjustments will be performed as called for in this Agreement.
- d) The warranty shall be null and void if:
 - 1) Payment in full is not received per Agreement.
 - 2) Structure has been damaged, added on to, altered or modified since this Agreement.
 - 3) Structure and/or piers have been affected by plumbing leaks, water intrusion, adverse drainage conditions, soil erosion, heaving or intentional damage.
 - 4) **SLAB ONLY** - Owner does not provide CenTex formal written proof of post repair leak test and/or subsequent completed repairs to remedy all known, or found plumbing leak(s) by licensed Master Plumber.

Payment Terms - 50% at Start, 50% at Completion of Centex Work



HELPING MAKE A DIFFERENCE: FOR EVERY JOB WE PERFORM, CENTEX DONATES TO HABITAT FOR HUMANITY. WHEN YOU HIRE CENTEX, YOU HELP MORE THAN JUST YOUR HOME'S FOUNDATION.



X _____
Property Owner Date

X _____
Property Owner Date

Nick Pratt 4/16/19

Nick Pratt Date
CenTex House Leveling - Austin, LLC
nick@welevelit.com
512-845-5983



**CENTEX HOUSE LEVELING - AUSTIN, LLC
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Payment Terms and Conditions:

- a) 50% of Agreement at start, 50% at completion of CenTex work.
- b) CenTex reserves the right to stop job and keep idle if payment terms of Agreement are not met, including Change Orders.
- c) Change Orders must be in writing and signed by CenTex & Owner.

Section Two: CenTex's Responsibilities

- a) **CenTex and Owner agree that the type and amount of piers to be installed under this agreement will be determined solely by CenTex, with the consent of Owner which is hereby given, unless a third party engineer is retained to design a plan of repair. CenTex and Owner agree that if any steel piers are to be utilized, then once the pier is installed to a depth of at least 20 feet from grade, CenTex will thereafter install pressed concrete pilings in lieu of steel for the remainder of that pier's construction.**
- b) CenTex shall furnish all labor, materials & equipment to perform services described in the Scope of Work & any Change Order.
- c) If the Scope of Work is to improve the level condition of the foundation (unless otherwise noted), by installing piers, then during the raising process, the extent of improvement to the level condition of the foundation will be in the sole judgment of CenTex.
- d) If the Scope of Work is stabilization only, & not to improve the level condition of the foundation, then stabilization, for the purposes of this Agreement, is defined as preventing, as best as possible, any further or continued downward movement of the structure. The piers installed by CenTex are solely intended to stabilize the foundation. Neither stabilization, nor CenTex' Warranty, limits, protects from, or prevents the potential for the structure to heave with or heave off, the piers installed by CenTex.
- e) CenTex shall temporarily remove any plant(s); shrub(s) & landscaping that may obstruct pier installation. When feasible, all plant(s), shrub(s) & landscaping will be replanted, but CenTex is not responsible for, nor guarantees the livelihood of any disturbed plant(s).

Section Three: General Conditions

- a) All plumbing, including, (i) joints, fixtures or fittings (ii) deteriorated or leaking pipes, or (iii) sprinkler/irrigation systems which have preexisting problems or problems resulting from work performed will not be repaired by CenTex unless otherwise noted in this Agreement or Change Order.
- b) Owner agrees that in order to perform the Scope of Work during the initial piercing as well as any future warranty adjustments, that sheetrock, wallpaper, brick and/or other rigid materials including the slab, framing, roof and walls may crack. If such cracking occurs, CenTex is not responsible for the repair of these items. The Scope of Work does not include any repairs, cosmetic work, electrical work or the replacement of any such materials.
- c) Owner agrees that if it is discovered after work has begun, that the slab foundation (i) was constructed of substandard materials, (ii) possesses structural deficiencies, or (iii) possesses inadequate reinforcement to support the load required for the installation of piers, an adjustment in the price of the Agreement may be required and shall be agreed to by Owner in a Change Order. Should the Owner be unwilling to agree to the required Change Order, CenTex will refund monies paid less the cost of material(s), labor performed, engineering fees, and City permits. This Agreement shall then be of no further binding effect and shall be mutually rescinded. CenTex shall issue no Warranty for partial work performed.
- d) Owner agrees that if it is discovered by either party, after installation of the initial Scope of Work per this Agreement, that the foundation (i) was constructed of substandard materials, (ii) possesses structural deficiencies, or (iii) possesses inadequate reinforcement to support the load required or sustain the repair ("substandard issues"), CenTex is not responsible to repair or restore the property. CenTex, at its sole discretion, may void future warranty obligations based upon its inspection and discovery of such substandard issues.
- e) Owner agrees that if builder's piers, other preexisting piercing systems, or anchors of any type are discovered after work has begun & it is necessary to disconnect them from the foundation, an additional charge per pier will be assessed by a Change Order.

**GENERAL TERMS AND CONDITIONS ON PAGES ONE, TWO, AND THREE ARE PART OF THIS AGREEMENT.
BY INITIALING, I HAVE READ, AGREE, AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Property Owner Initials: _____ Date: _____ Property Owner Initials: _____ Date: _____



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- f) Owner agrees that if rock is encountered an additional charge of \$250.00/hour will apply thru separate Change Order.
- g) Owner agrees to furnish CenTex the electricity/water to perform the services in accordance with the Scope of Work & any Change Order.

Section Four: Dispute Resolution

a) Collection Action: If Owner fails to pay CenTex under the terms of this Agreement, Owner agrees that it will pay all costs and expenses incurred by CenTex in bringing collection action, including but not limited to attorney's fees, collection agency fees, investigation fees, and any other costs associated with litigation such as court costs, witness fees, and travel expenses. Venue is Austin, Travis County, Texas. This Agreement shall be governed by the laws of Texas.

b) Binding Arbitration: Owner and CenTex agree to negotiate with each other in good faith and to use their best efforts to reach a fair and equitable settlement satisfactory to both parties. Other than CenTex's right to bring a Collection Action, should settlement negotiations fail with respect to any and all other disputes or claims arising out of or relating to this Agreement, an alleged breach of this Agreement, or the terms of the Warranty issued by CenTex, including but not limited to claims based on contract, tort, or statute, the dispute shall be submitted to binding arbitration with the American Arbitration Association, following the American Arbitration Association's Construction Industry Rules. Any fee for initiating arbitration must be paid by the party initiating arbitration. Thereafter, the parties shall share the fees and expenses of the arbitration proceeding equally. Each party shall pay its own negotiation, mediation or arbitration expense as those expenses are assessed through the proceeding.

Owner waives its right to a trial by jury.

No Punitive Damages: The arbitrator is not empowered to award punitive damages. The parties expressly waive any claim to punitive damages with respect to any disputes.

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.**

Section Five: Limitation of Liability

a) Both Owner and CenTex agree if CenTex is found liable to Owner under this Agreement, in no event shall any award to Owner be in excess of the contracted price of this Agreement and any Change Orders, less third party fees paid by CenTex for engineering certification, City permits, and plumbing tests/repairs.

b) If CenTex is the prevailing party in any proceeding, be it arbitration or court, it shall be entitled to recover its reasonable and necessary attorney's fees and costs from Owner.

c) It is understood and agreed by CenTex and Owner that this Agreement contains the final and entire agreement between them, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not contained within this Agreement. A written Change Order signed by CenTex and Owner may only modify this Agreement. No oral statements made by any CenTex representative during any phase of the services provided by CenTex are enforceable, unless such oral statement is reduced to writing and contained in this Agreement or any Change Order.

**GENERAL TERMS AND CONDITIONS ON PAGES ONE, TWO, AND THREE ARE PART OF THIS AGREEMENT.
BY INITIALING, I HAVE READ, AGREE, AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Property Owner Initials: _____ Date: _____ Property Owner Initials: _____ Date: _____