

Bid#: A73903

Nora Lee Lewis  
102 Mesa Dr  
Leander, TX 78641



**CENTEX HOUSE LEVELING - AUSTIN, LLC**  
**SLAB FOUNDATION REPAIR AGREEMENT**

Page 1 of 2  
P: (512) 444-5438  
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Scope of Work		Charges	
14 4	Improve Level Condition of Foundation	Scope of Work	\$4091.00
	Exterior Slab Pressed Piling Pier	Third Party Fees	\$700.00
	Breakout Patch	Cash Discount	\$350.00
	Steel pier(s), at additional \$125 per pier, in lieu of pressed concrete piers	Early Bird Pmts	
		Sales Tax	
		<b>Total</b>	<b>\$4,441.00</b>
Optional Pier Types		Discounts	
		\$25 per Pier Cash Discount if Signed w/in 10 days (Discount not valid with any financing plan offered by Centex).	
Third Party Services		Special Contract Provisions	
City Permits and Engineering Certification		If additional work is necessary that is not called for in this Agreement, additional cost will apply for such work thru a separate Agreement.	
Post Level Leak Test by Licensed Plumber (Clean Out Must Be Visible & Accessible or Addtl. Charges Apply)			

**Section One: Lifetime Transferable Warranty**

The Lifetime Transferable Warranty will be issued upon (i) completion of the Scope of Work & any Change Order & (ii) payment in full to CentTex House Leveling ("CentTex") by Owner. Change Orders must be in writing and signed by Owner & CentTex.

**Warranty Terms:**

- a) If future settlement of that portion of the foundation covered by this Agreement occurs that can be corrected by adjusting on piers previously installed by CentTex, adjustments will be performed at no cost to Owner, or any future Owners, provided all provisions of this Agreement have been met. The Warranty is limited to the area supported by the pier(s) installed by CentTex. Piering in one area of the structure will not support another part of the foundation.
- b) Access at pier locations for warranty adjustments & consideration will be performed as assigned under this original Agreement.
- c) The warranty shall not be issued and/or shall be null and void if:
- 1) Payment under the Agreement is not made in full within thirty (30) days from issue date of final invoice. CentTex reserves the right to stop work and keep the job idle if payments terms of Agreement are not met, including any Change Orders.
  - 2) Structure has been damaged, added on to, altered or modified since the time of original piering.
  - 3) Structure &/or piers have been affected by plumbing leaks, water intrusion, adverse drainage conditions, soil erosion or heaving.
  - 4) Owner does not provide to CentTex formal proof of post repair leak test and/or subsequent completed repairs to remedy found leak(s) by licensed Master Plumber. Owner agrees to pay licensed Master Plumber for the post repair leak test and any repairs.

**Payment Terms:**

- a) 50% of total Agreement at start, 40% of total Agreement at level, 10% of total Agreement upon completion.

**Section Two: CentTex's Responsibilities**

- a) CentTex shall furnish all labor, materials & equipment to perform services described in the Scope of Work & any Change Order.
- b) 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 CentTex.
- c) 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 CentTex are solely intended to stabilize the foundation. Neither stabilization, nor CentTex' Warranty, limits, protects from, or prevents the potential for the structure to heave with or heave off, the piers installed by CentTex.
- e) CentTex 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 CentTex is not responsible for, nor guarantees the livelihood of any disturbed plant(s).



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

Tim Pope 7/29/13  
Tim Pope Date  
CentTex House Leveling - Austin, LLC  
tim@welevelit.com  
512-845-5240

**CENTEX HOUSE LEVELING - AUSTIN, LLC  
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**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 CentTex 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, CentTex 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, CentTex 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. CentTex 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"), CentTex is not responsible to repair or restore the property. CentTex, 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.
- f) Owner agrees that if surface/subsurface rock is encountered during the pier installation process, an additional charge will be assessed by a Change Order.
- g) Owner agrees to furnish CentTex 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 CentTex under the terms of this Agreement, Owner agrees that it will pay all costs and expenses incurred by CentTex 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) Federal Arbitration Act: Owner and CentTex 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 CentTex'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 CentTex, including but not limited to claims based on contract, tort, or statute, the dispute shall be submitted to binding arbitration under the Federal Arbitration Act.

The parties will attempt to agree on an arbitrator; however, if such agreement cannot be reached, the dispute shall be submitted to the American Arbitration Association. 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.

**Section Five: Limitation of Liability**

- a) Both Owner and CentTex agree if CentTex 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 CentTex for engineering certification, City permits, and plumbing tests/repairs.
- b) If CentTex 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 CentTex and Owner that this Agreement contains the final and entire agreement between them, and that they

**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.**

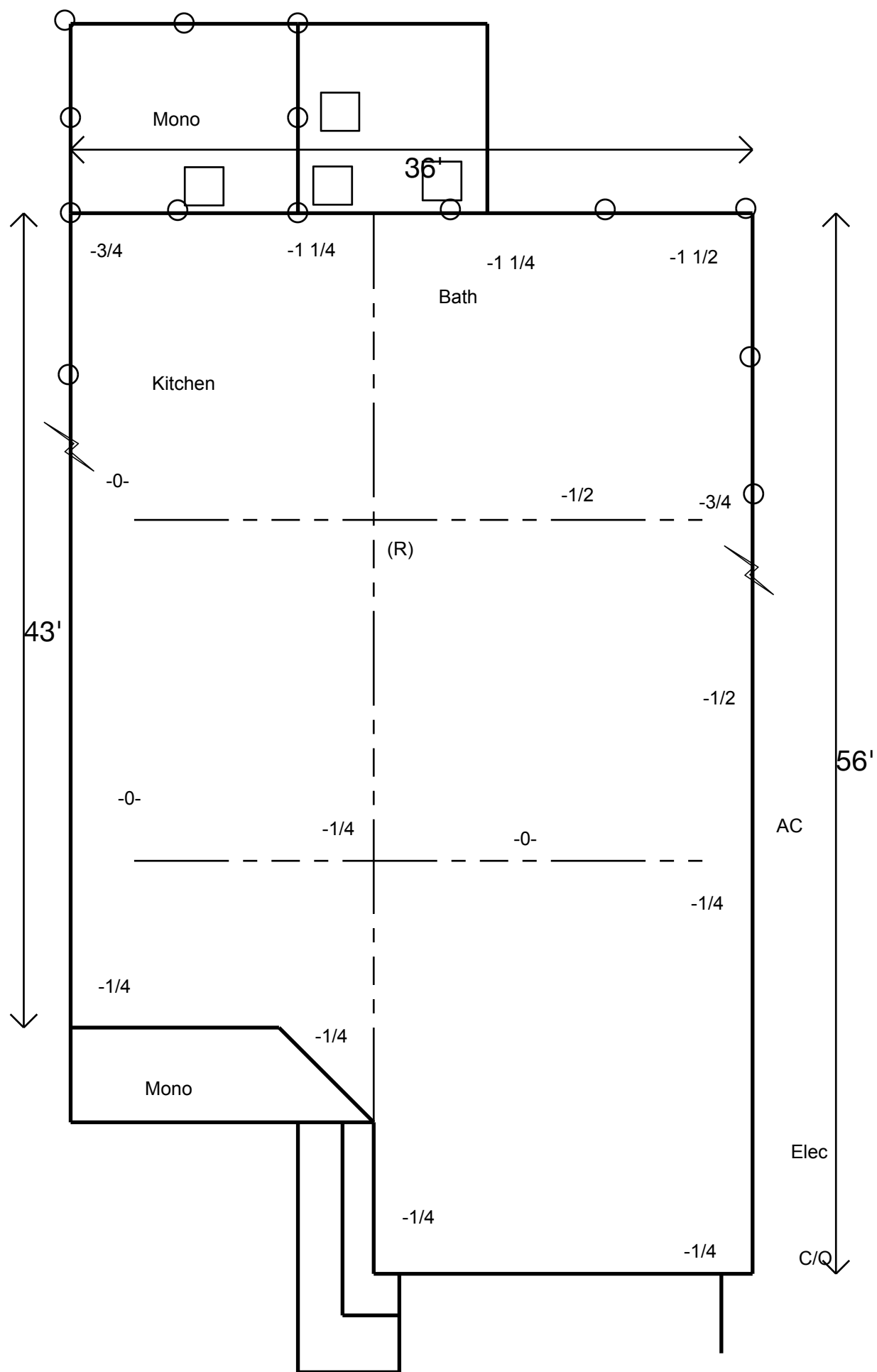
**Property Owner Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Property Owner Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# CENTEX FOUNDATION REPAIR SCOPE OF WORK

SUBJECT	Work Order No	A73903			Foundation Type	Slab
	Property Address	102 Mesa Drive			Inspection Date	07-29-2013
	City	Leander	State Tx	Zip 78641	Inspector Name	Your username
	Cust Name					

## IMPROVEMENTS SKETCH



## Scope of Work

- ☐ Pressed Piling Pier
- ☐ Break Out Patch
- Improve Level Condition of Foundation
- City Permits & Engineer Certification
- Post Repair Static Leak Test

	+
14	-
4	-
1	-
1	-
1	-

0 Feet

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