



FIRST CHOICE HOUSE LEVELING  
FOUNDATION SPECIALISTS

361-573-4301

Victoria, Texas

Estimate & Contract

Allen  
210-336-3947  
Job Supervisor  
ADAM UBALL  
210-609-2676

Name: FRED ATZENHOFER

Date: 4-12-14

Address: 175 Co. RD 16 B

Phone: 920-8304

HALLGETSVILLE TX

Phone: \_\_\_\_\_

**Slab Construction:**

1. Excavate soil to install 5 exterior unipile piers, \_\_\_\_\_ interior piers, in places recommended by contractor and accepted by owner.
2. Piers are pre-engineered to meet VA and FHA specifications.
3. Slab leveling shall be accomplished through hydraulic jacking of the exterior grade beam and to use steel shims to hold piers in place.
4. When concrete holes are broken through slabs, sidewalks, or driveways for access purposes, First Choice House Leveling will patch the concrete but cannot guarantee that the old concrete will match in color or texture to the new concrete. Surfaces with tile, flagstone, brick or any other covering will be the responsibility of the homeowner to replace the said items.
5. Voids under the slab created by tunneling or levelling, are not filled to allow soil expansion and contraction. It is the owner's responsibility to maintain positive drainage around the perimeter where repairs were made to avoid water pooling under the slab.

**Pier & Beam Construction:**

6. Install \_\_\_\_\_ concrete footers & concrete piers on \_\_\_\_\_ ft. spacing.
7. Install \_\_\_\_\_ ft. new beam/Size \_\_\_\_\_. Install \_\_\_\_\_ ft. new joist/Size \_\_\_\_\_.
8. While every precaution is taken when lifting the structure to protect it from further damage First Choice House Leveling assumes no responsibility for cost of repair for items such as, but not limited to sheetrock, wall plaster, masonry, porches, tile, roofs, plumbing/gas lines, or any electrical damage.
9. While work is in progress, it may become evident to the contractor that the structure was built with inadequate materials, or have structural deficiency which may require an addendum to the contract and a change in price and warranty. The owner will have an opportunity to do one of the following: Terminate the agreement and First Choice House Leveling will refund monies paid less the cost of materials and work performed or continue the work with change in cost and warranty (to follow).
10. Owner may order additional work, which is not described in this agreement, in which Owner and First Choice House Leveling shall enter into a separate written agreement describing such work. No oral representation by anybody can change this agreement. This agreement is the entire agreement between First Choice House Leveling and owner.
11. In the event First Choice House Leveling encounters previous piers installed and it is required to break loose original construction piers to properly lift the structure, it will be done at an additional cost of \$95.00 per pier requiring detaching.
12. First Chouce House Leveling will temporarily remove any plants, shrubs, trees or lawn watering systems that impede access for pier installation. However First Choice House Leveling will not be responsible for the condition of plants, shrubs, trees or lawn that will be replanted. If homeowner desires, they can hire an independent nursery at the owner's expense to professionally remove and replant said items.



13. Will supply the customer with an engineer's certification on all work performed if requested and paid for in advance when signing the contract.
14. Disposal of all the excess soil, trash and debris will be hauled away at completion of job.
15. This agreement includes only those items specified and does not include and redocorating, repairing or replacing of any materials or items not specifically called for hereto. First Choice House Leveling agrees to start and pursue work through completion in a timely manner, but shall not be responsible for delays caused by any of the following: funding of loans, acts of god, acts of neglect or omission by owner, stormy or inclement weather, strikes or anything not under control by contractor.
16. All work performed is guaranteed for a period of 10 years from the original date of contract and within the 10 year guarantee at no cost to the owner(s) any leveling adjustments that need to be made will only be where the installation of piers were placed. Transfer of this guarantee is available to new owners for a fee. ~~And additional 10 year guarantees are offered for a fee.~~
17. The owner has up to 3 business days from date signed on contract to cancel this agreement. After the 3 days, no refunds will be authorized or given.

### Arbitration Agreement

The parties agree this Agreement shall be governed exclusively by the law of the State of Texas and venue shall exclusively be in Bexar County, Texas. However in the event of any allegation that First Choice House Leveling has breached this contract, it is agreed that any such allegation shall be exclusively resolved by binding arbitration initiated by one party giving the other party written notice of arbitration, and that no law suit shall be filed against First Choice House Leveling in any court of Law. An arbitrator shall be selected in Bexar County, Texas. All findings and decisions of the Arbitrator shall be final and binding on all parties as if such judgment was rendered by a court of law in full and complete satisfaction of the rights of the parties. Such arbitration shall be governed by the Federal Arbitration Act, 9 USC. Any and all such controversies, claims or disputes shall utilize the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay its own costs and attorney's fees unless otherwise determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction of the same with no rights of appeal there from.

Special Conditions:

Lifetime Guarantee

CK# 2096  
5-6-16  
Paid in Full  
\$2000

Cash Price: \$

4000

Payment Conditions:

2000 down

2000 upon

"This proposal may be withdrawn by contractor if not accepted within 30 days."

The owner has read all the terms of this contract and is familiar with the provisions as well as aware that the soil conditions in the local area could possibly result in settling and accepts this contract subject to the items and conditions there in contained. I HAVE READ THIS AGREEMENT AND WARRANTY AND AGREE TO THE TERMS AND CONDITIONS OF BOTH.

\*NOTE: It is the owner's responsibility to provide access, water, and electricity for the job and to pay the balance to the foreman at completion before he leaves the jobsite.

Owner:

Jack Atkinson

Date:

4-12-16

Owner:

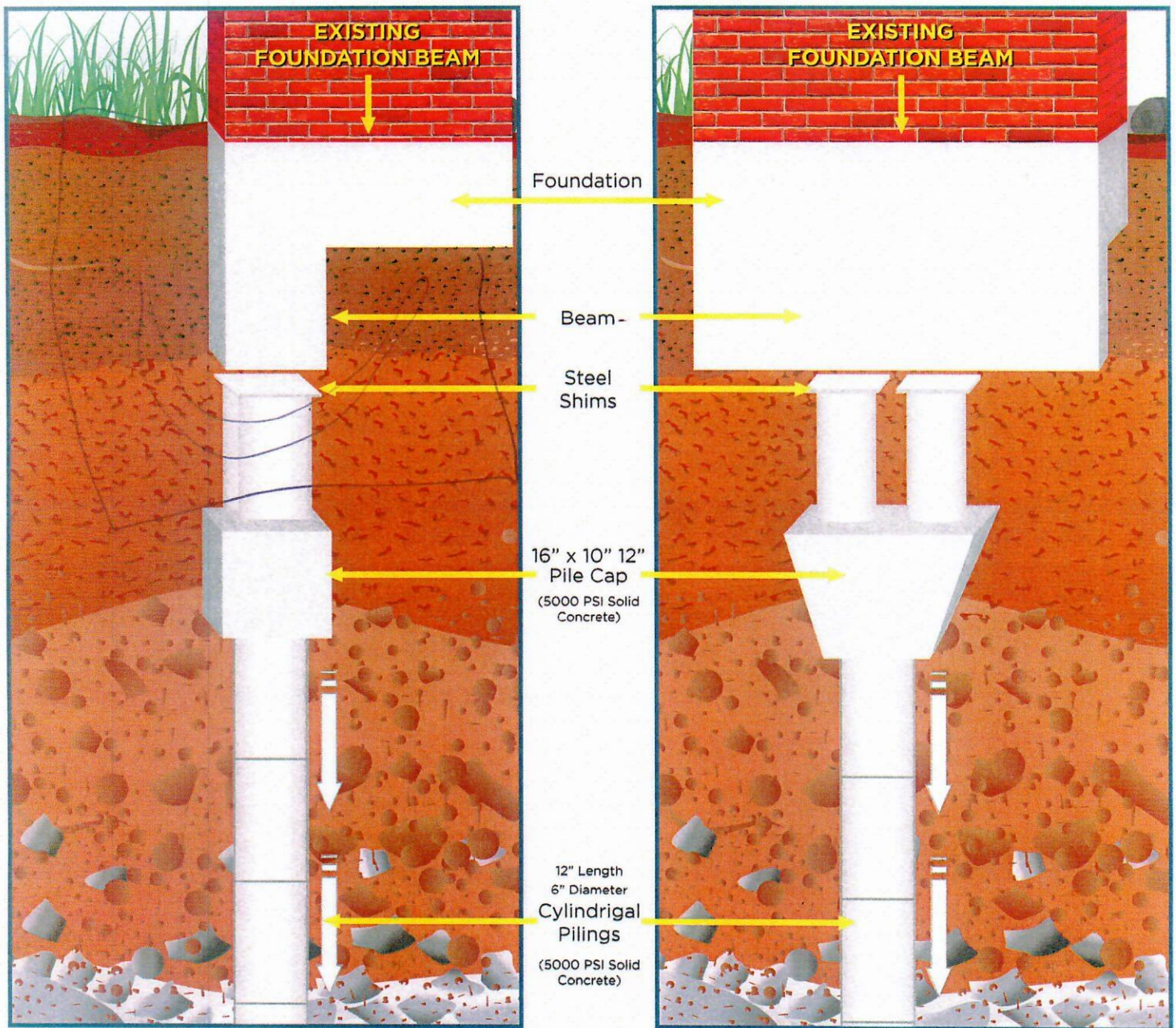
Date:

Representative:

Date:



# PIER DETAIL



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