

ARMADILLO FOUNDATION REPAIR, LLC

5135 Albert Brown Drive Del Valle, Texas 78617

512-385-2123

www.foundationreparaustintx.net

www.armadillofoundationrepair.com

E-mail: info@armadillofoundationrepair.com

CONTRACT & PROPOSAL

Date: 7 / 24 / 20

NAME: Cecilia Whitley

Phone: (512)940-3484

Address: 212 Mundine Rd., Elgin, TX 78621

Email: cecilia@sterlingandassociatesrealestate.com

Other: Contractor to lift the existing structure approximately 18" above the existing elevations, and re-level it to as near as building will permit using existing foundation in addition to: 56 new job poured concrete piers (see pier detail), 4 new job poured concrete spread footer piers (see pier detail), and 460' of new 4"x6" treated beams for the sum of \$34,800.00. An engineer's certification for the above work is included in this price. Any additional wood, and/or pier replacement / installation will be over the contract price.

CAVEAT: CLAIMERS & DISCLAIMERS:

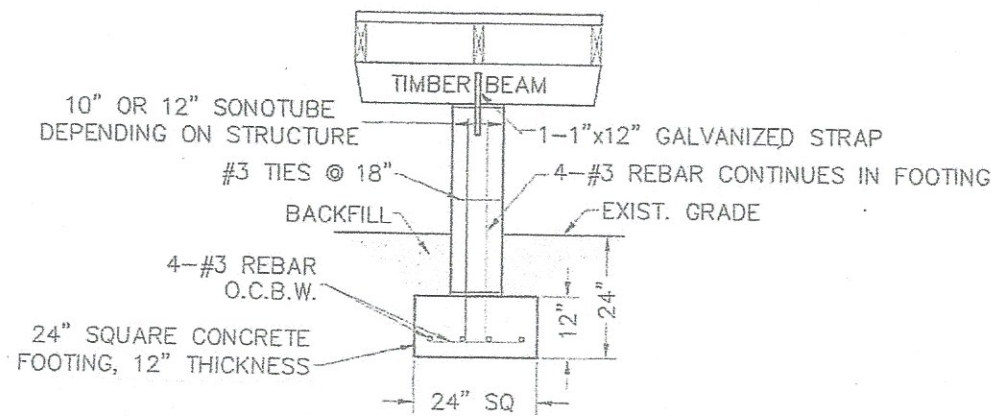
FOR SLABS, COMMERCIAL OR RESIDENTIAL PIER & BEAM HOMES WHERE APPLICABLE:

Contractor will not be held responsible for the following: cracks that may occur during the leveling process in sheetrock, brick, rock, tile, paneling, flooring, concrete roof, trim joist, or other portions of said building. Contractor will not be held responsible for the strength of the existing slab or steel within the existing slab. If existing slab has any form of backfill flow beneath slab after leveling process, contractor will not be held responsible for any bows in the concrete floor, nor any plumbing pipes that enable backfill to enter pipes. Contractor will not be held responsible for any existing plumbing pipes that may be damaged due to the leveling process. Contractor will not be held responsible for any plumbing, gas, water pipes, or buried lines of any type, unless contractor is forewarned of existing pipes and locations before leveling process begins. Contractor will not be held responsible for any damages caused to existing landscaping during the leveling process. Including but not limited to: plants, shrubbery, or trees. If instructed to do so prior to leveling process begins, contractor will remove any said items obstructing access to existing foundation. Contractor will replant said items upon completion of leveling process, according to the building owner/tenant's instructions. However, the building owner/tenant will take sole responsibility for preservation of removed plants until leveling process has been completed. CAVEAT: Contractor will not be held responsible for any cosmetic repairs unless otherwise stated in writing (interior or exterior). If interior piers are deemed necessary in said building in order to complete leveling, contractor must jackhammer through existing floor in order to gain access to foundation beams. Any damaged floor covering will not be replaced unless building owner/tenant has stated to do so in writing, upon signing of contract. If contractor must use jackhammer to gain access to any existing slab, patio, driveway, or sidewalk in order to gain access to existing foundation, contractor will patch the damaged areas upon completion of work. Pier and Beam foundations with under pinning such as stucco, wood, or other substances will be the obligation of the building owner/tenant, unless specifically stated so in writing prior to start of job. If an engineer is required, building owner/tenant will be responsible for cost separately from contract price, unless otherwise stated in writing.

Contractor reserves the right to place a company sign on property for duration of job, with building owner's permission.

If payment has not been received by due date on invoice, a \$100.00 convenience fee will be added for each additional day until balance has been paid in full. Agreed payment amount shown on invoice, as well as each additional \$100.00 convenience fee accrued, will then reflect on invoice as TOTAL AMOUNT DUE. Any delays to agreed completion date would only be accepted due to situations beyond contractor's control such as strikes, accidents, or weather conditions such as rain, snow, or sleet. All permits including City, State, Federal, as well as any engineer's reports or inspections, will be the obligation of the homeowner and/or grant agent involved deemed necessary to secure at owners expense unless otherwise stated in contract in writing. By accepting this contract, the homeowner and/or agent agree to arbitrate with the Austin BBB. Thus, Austin BBB and their decision will become final over any and all disputed claims that may arise with Armadillo Foundation Repair and said homeowner and/or agent. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement. Any unforeseen damages or necessary measures not described in above contract will require a contract change order as well as a change in contract price. Note: Contractor may alter the type of pier deemed necessary based on different soils encountered. For rock encountered 4" in diameter or larger, there will be a \$45.00 per lineal foot increase to the original agreed upon contract price, unless otherwise stated within contractual agreement. Credit Card payments will incur a 3% convenience fee unless waived by Armadillo Foundation Repair. We hereby propose to furnish materials as well as have labor completed in accordance with the above specifications within contract in the amount of: \$34,800.00 In three Installments: 1/3 down at start of job, 1/3 when ready for concrete on the piers, and balance due upon completion.

CUSTOMER: _____ DATED: _____ AFR: _____



NOTES:

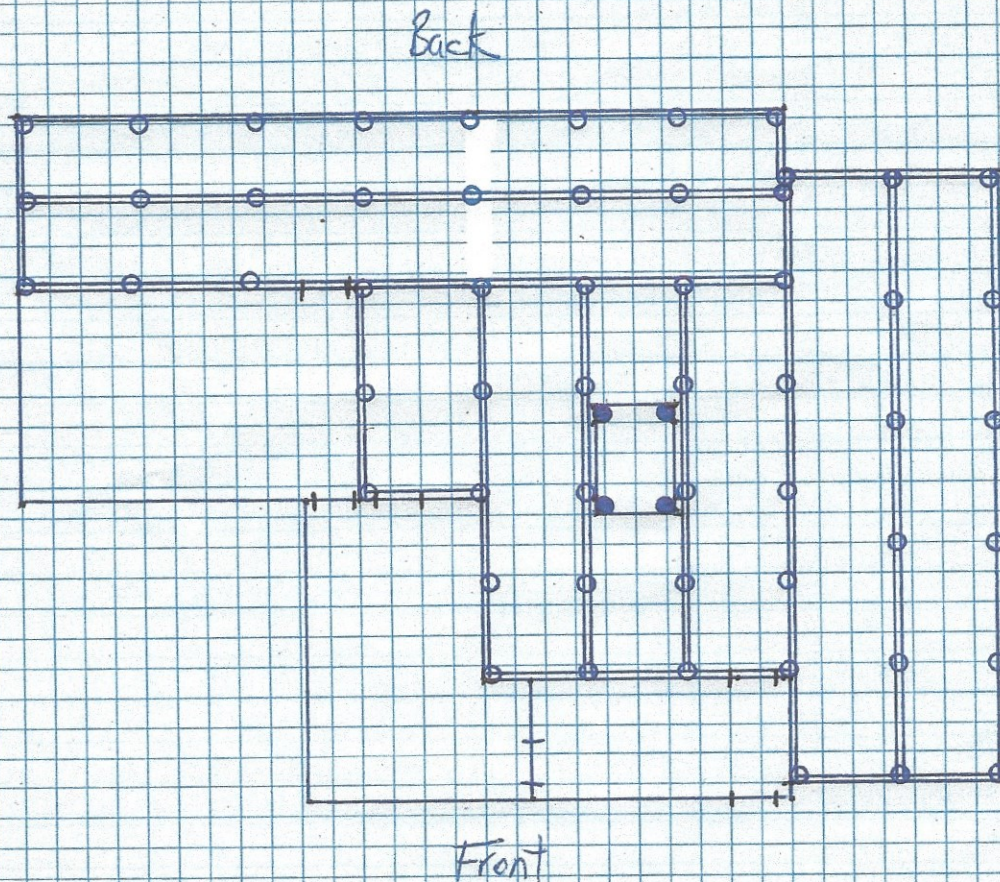
- 1.) FOR PIERS BELOW FOUR FEET ABOVE GRADE USE 10" DIAMETER SONOTUBE, FOR PIERS GREATER THAN FOUR FEET ABOVE GRADE USE A 12" DIAMETER SONOTUBE. CONSULT WITH ENGINEER FOR PIER AND FOOTING DETAIL FOR PIERS SIX FEET ABOVE GRADE.
- 2.) USE 3,000 PSI CONCRETE AT 28 DAYS.
- 3.) REPLACE ANY DAMAGED OR DETERIORATED MATERIAL WITHIN THE SUBSTRUCTURE.

212. Mundine Rd.
Elgin, TX 78621

56-0- New Job Poured Concrete Piers (see pier detail)

460'-=- New 4X6" Treated Beams

4 - ● - New Job Poured Concrete Spread Footer Piers (see pier detail)



ALL IN ONE LEVELING SOLUTIONS INC: DBA

ARMADILLO FOUNDATION REPAIR

5135 Albert Brown Dr.

Del Valle, TX 78617

Phone: 512-385-2123

e-mail: info@armadillofoundationrepair.com

Website: www.armadillofoundationrepair.com

" We Dig Our Jobs "

Date:

Customer:

SAMPLE

Job Address:

WARRANTY FOR PIER AND BEAM FOUNDATION HOMES

Pier and Beam Foundation Homes shall have a Limited Lifetime Warranty and shall be as follows The first () years beginning, (Date job complete) warranty of the drilled piers installed by Armadillo Foundation Repair shall be unconditional, should the home settle during this time period, Armadillo Foundation Repair, {hereinafter known as AFR}, will jack those affected areas at no cost to the customer providing all of AFR'S recommended repairs were done to said home. After the first () years have expired, there will be a charge by the hour for a three man crew at the then current hourly rate during the time repair is made comparable to any other professional tradesman cost per hour. Example: At today's hourly rate for a three-man crew it would cost \$169.50 per hour, not to exceed on hour working time per pier, to correct any settling problem the home should encounter, and this warranty shall extend to the limited lifetime of the said home. **NOTE:** This warranty does not cover any rotted wood, termite damaged wood, or leaning piers adjustments. It covers only settlement problems. Any other work done will become an extra charge to be discussed with the homeowner at the time repair is made.

By accepting this warranty, the homeowner agrees to arbitrate with the Austin BBB and their decision will become final over any and all disputed claims that may arise with AFR and said homeowner. This warranty will be transferable should the home be sold, although the new homeowner will have to contact AFR within 30 days of the sale. There will be a fee of \$150.00 for office and clerical work to issue a new warranty under new home owner's name. Should new homeowner fail to transfer warranty within 30-day period of closing on home, this warranty will be null and void.

CAVEAT: Any water, whether by plumbing or ground water will void warranty should homeowner not correct the problem brought to the home owner's attention during the repair stage. Any plumbing problem allowed to continue for any period of time will void warranty.

Sincerely,

Armadillo Foundation Repair

Date

"THANK YOU FOR YOUR BUSINESS"