



1120 E. 52nd Street, Austin, Texas 78723
(512) 444-5438 | www.welevelit.com

Agreement
Bid No. A126677
2/22/2022

Client's Contact

Barbara Black
3248 N FM 908
Rockdale, TX 76567
512-430-0056

CenTex Foundation Specialist

Derek Seaback
CenTex House Leveling - Austin, LLC
derek@welevelit.com
737-346-8813

Agreement Amount

\$40,000.00

Foundation Repair Agreement

For the purpose of this Agreement, **CenTex House Leveling – Austin, LLC** (dba CenTex Foundation Repair), hereinafter referred to as "CONTRACTOR", and **Barbara Black** hereinafter referred to as "CLIENT" of **3248 N FM 908, Rockdale, TX 76567** enter into this Agreement on 2/22/2022. Contractor hereby agrees to provide labor, equipment, and materials for the recommended Scope of Work, hereinafter referred to as "Work", described in this Agreement.

Scope of Work

Qty: 45 , Install 10" Concrete Sonotube Pier - Lifetime Service Agreement
Qty: 200 , Install 4x6 Wood Beam per Lin Ft
Qty: 1 , P&B Improve Level Condition of Structure
Qty: 1 , Detach sill plate from perimeter wall
Qty: 1 , Excavate room to work

Third Party Services

Engineering Certification Post Job

BID TOTAL: \$40,000.00

Contract Provisions

Pier locations are estimated using available information. Adjustments to pier locations may be necessary. If rock is encountered, additional charges, with Client approval, will apply. If builder's/existing piers and/or anchors are discovered, additional charges, with Client approval, will apply. If steel piers installation depth reaches twenty (20) feet from grade, pressed concrete pilings, in lieu of steel, will be installed for the remainder of that pier's construction.

If rock is encountered, additional charges, with Client approval, will apply.

If builder's/existing piers and/or anchors are discovered, additional charges, with Client approval, will apply.

If steel piers installation depth reaches twenty (20) feet from grade, pressed concrete pilings, in lieu of steel, will be installed for the remainder of that pier's construction.

Payment

Fifty percent (50%) due at **start**, fifty percent (50%) due at **completion** of Contractor's foundation repair work and **not** at completion of Third-Party Contractor(s)/Services. (This term does not apply if In House Payment Plan is used) Contractor reserves the right to stop job if payment terms of Agreement are not timely met, including any written Change Orders. Contractor must be paid in full per the terms of the Agreement for Warranty to be valid.

Service Agreement Warranty

If any adjustments are required within **FIVE (5) years** from the date of completion, Contractor will adjust areas previously pierced by Contractor without cost to the owner, subject to the Warranty Terms and Provisions. Adjustments required **AFTER** five (5) years will be performed at \$100.00/pier, per adjustment, subject to the Warranty Terms and Provisions. This warranty is **completely transferable** to any and all future Owners of this home.

Client Initial acknowledging receipt of a copy of Warranty Terms and Conditions on Page Two of this Agreement and Section Three: Exclusions from Liability on Page Three of General Terms and Conditions. [REDACTED]

This signed AGREEMENT, the attached SCOPE OF WORK, assigned WARRANTY TERMS AND CONDITIONS, GENERAL TERMS and CONDITIONS, collectively shall represent the total Agreement with the OWNER. To the extent there is a conflict between documents, the AGREEMENT shall control. **Client Initial acknowledging receipt of a copy of additional General Terms & Conditions on Page Two, Three and Four of this Agreement.** [REDACTED]

Total cost of Scope of Work contained in this Agreement is valid for thirty (30) days. I have read this entire Agreement and hereby sign to confirm my understanding of the terms of this Agreement. I agree with and will abide by all of the terms and conditions set forth in this Agreement, and authorize Contractor to perform the work specified by the Scope of Work stated in this Agreement.

Client's Signature Date

Derek Seaback 2/22/2022

CenTex Foundation Repair Representative Date

Bid Option 1

Option 1 Total: \$ 29,915.00

SCOPE SUMMARY

Qty: 45 , Concrete Block and Pad Pier
Qty: 200 , Install 4x6 Wood Beam per Lin Ft
Qty: 1 , P&B Improve Level Condition of Structure
Qty: 1 , Detach sill plate from perimeter wall
Qty: 1 , Excavate for room to work

WARRANTY SUMMARY

The Work in this Option does not carry any warranty.

Service Agreement Warranty Terms and Conditions

If any adjustments are required within **FIVE (5) years** from the date of completion, Contractor will adjust areas previously pierced by Contractor without cost to the owner, subject to the Warranty Terms and Provisions. Adjustments required **AFTER** five (5) years will be performed at \$100.00/pier, per adjustment, subject to the Warranty Terms and Provisions. This warranty is **completely transferable** to any and all future Owners of this home.

Section One: Transfer

The Warranty is made out to the property address, not the Owner, and remains on file with the Contractor. No cost or action is needed to transfer the Warranty.

Section Two: Important Facts

Soil conditions in Central Texas are highly expansive. When wet they expand and when dry they contract. As a result, future shifting of the soil may occur due to cyclical, seasonal moisture variations and/or wet/dry cycles. Contractor does not guarantee that the structure will not experience additional movement after Work is complete.

Contractor Warranty responsibility is limited to area of foundation/structure supported by pier(s) installed per Scope of Work. Any non-piered portion of the foundation and structure may move independently and/or settle independently from the area of the foundation/structure pierced by Contractor. No warranty is provided by Contractor for the non-piered portion of the foundation and structure. Correction or repairs in non pierced portion of the structure would require additional piercing at Owner(s) cost and is not part of this Agreement or this warranty.

Section Three: Third Party Services

Owner is responsible for any permit fees, engineering fees and or post repair leak test required by Contractor or local Municipality.

Section Four: Access

Piers will be accessed in the same manner as initial Work. Contractor not responsible to remove, repair or replace flooring, landscaping, concrete flatwork, pavers, decking, stairs or other items that may obstruct access.

Section Five: Warranty Excludes all of the Following and/or Voids Warranty

Any movement of the foundation not due to settlement such as "heave" or "tilt" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure. "Tilt" is defined as uniform deflection front to back, back to front or side to side. "Horizontal movement" may be caused by soil erosion, creep and/or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.

All costs and/or responsibility for redecorating, repairing or replacing of any materials or items not specified in the Scope of Work per the Agreement. Including but not limited to; sheetrock, wall plaster, tile, wooden members, roof or other rigid materials and these items are not covered.

Any work done by another party in any area of the foundation or structure previously pierced without prior written approval by Contractor

Slab Only - Owner fails to have Licensed Plumber perform leak tests within thirty (30) days, AND/OR repair any known plumbing leak (s) within ninety (90) days of Work completion AND submit a copy of plumbing repair receipt along with final post plumbing repair static leak test to Contractor.

Owner Initial acknowledging receipt of a copy of Warranty Terms and Conditions.

General Terms and Conditions

Section One: Scope of Work

Contractor and Client agree to the following: The Scope of Work to be performed is as set forth in the Agreement and drawing(s) provided and referred to as Addendum A. The Scope of Work is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure. The type of piers installed and Scope of Work will be determined solely by Contractor, with the consent of Client, which is hereby given. If an Engineer or other third party is employed by Client to design a Scope of Work, all cost, liability and outcome associated with the third-party evaluation, recommendations and Scope of Work shall be the sole responsibility of Client.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and this repair plan is based upon experience in the industry. The Scope of Work is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices.

If discovered 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, Client will be notified. Contractor is not responsible to remedy or repair such conditions or restore the property to proper construction standards. If it can be remedied, an adjustment in the Scope of Work will be required thru a Change Order or new Agreement. Should the Client be unwilling to agree to Change Order or new Agreement, Contractor 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. Contractor shall issue no Warranty for partial work performed.

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 Contractor.

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 Contractor are solely intended to stabilize the foundation. Neither stabilization, nor Contractor' Warranty, limits, protects from, or prevents the potential for the structure to heave with or heave off, the piers installed by Contractor.

Section Two: Client Responsibilities

Client agrees to the following: (i) allow Contractor access to construction areas during working hours, (ii) furnish power and water to construction areas, (iii) to keep unattended minors out of the construction areas at all times while the Work is in progress (iv) keep pets out of the construction areas at all times while the Work is in progress, and (v) keep all permits on display at all times (vi) all warranty claims against Contractor, it's employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Section Three: Exclusions from Liability

The five (5) categories and provisions of exclusions from the warranty contained herein are expressly material to this agreement and the cost to the Client for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by **initialing here** .

a) Client agrees that in order to perform the Scope of Work during the initial Work or after piercing during the warranty period, as well as any future warranty adjustments, that sheetrock, wallpaper, brick and/or other rigid materials including the slab, framing, roof, flooring, concrete walks or driveways, and walls may crack, pull part, break, bulge, warp, wrinkle and/or and tear or become damaged. Contractor is not responsible for any such damages which may occur and/or for any costs to repair or replace same. Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make any cosmetic repairs, redecorating, or replacement of materials or structural components not specifically required in this Agreement under the Scope of Work. Any such damages or repairs are the sole responsibility and liability of Client.

b) Contractor is not responsible for damage to plumbing, including, (i) joints, fixtures or fittings (ii) deteriorated, cracked, or leaking pipes, or (iii) septic systems, resulting from deterioration, separation caused by structure movement, or pre- existing problems and/or leaks. Contractor is not responsible for damage to sprinkler/irrigation system lines and/or its operation.

c) Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color or texture. Contractor is not responsible for water intrusion or any other damages resulting from patched concrete. Client understands and agrees that all concrete patches should be sealed with concrete sealant by Client before any coverings are replaced. Contractor does not seal such patches.

d) Contractor agrees to perform the following work: temporarily remove any plant(s); shrub(s), landscaping, vegetation, or other objects that may obstruct pier installation. When feasible, all plant(s), shrub(s) & landscaping will be replanted, but Contractor is not responsible for, nor guarantees the livelihood or survival of any disturbed or removed plant(s), shrubs, landscaping or vegetation.

e) MOLD, LEAD AND OTHER CONTAMINANTS: Contractor and Client expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates, subcontractors, independent contractors, insurers and/or agents shall not be liable for any damages, losses, claims, injuries, or costs of any type relating to mold, lead and/or other contaminants and Client will hold harmless, defend, and indemnify to the fullest extent under the law Contractor from any and all claims, demands, losses, damages, suits, or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth, or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed under this Agreement.

Section Four: Collections

If Client fails to pay Contractor under the terms of this Agreement and/or Financing Agreement, Client will pay all costs and expenses incurred by Contractor 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 for all collection cases filed by Contractor is agreed to be exclusively in Travis County, Texas. This Agreement shall be governed by the laws of the State of Texas.

Section Five: Dispute Resolution

ARBITRATION: Client waives its right to a trial by jury. (i) agrees to Binding Arbitration, if the parties fail to reach an amicable resolution after negotiating with each other in good faith and to use their best efforts to reach a fair and equitable settlement satisfactory to both parties prior to commencement of arbitration. Other than Contractor'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 Contractor, including but not limited to claims based on contract, tort, or any statute, (ii) the dispute shall be submitted to binding arbitration with the American Arbitration Association, following the American Arbitration Association's Construction Industry Rules. (iii) Thereafter, the parties shall share the fees and expenses of the arbitration proceeding equally. Each party shall pay its attorney's fees and experts' fees.. (iv) No Punitive Damages: The arbitrator is not empowered to award punitive damages or consequential damages. The parties expressly waive any claim to punitive damages with respect to any disputes. (v) If Contractor 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.

Section Six: Limits of Contractor Liability

Client agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages, injuries, of any nature whatsoever shall be limited to and will not exceed the total paid for Work by Client to Contractor. Such claims and causes include, but are not limited to, negligence, strict liability, breach of contract or warranty or violation of any statute, rule, regulation or law. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Client understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement or under RCLA. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Client and Contractor hereby waive any claims against the other for loss of use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, and/or services of Contractor or authorized service provider to this Agreement or any claims asserted by Owner. To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through existing warranty service, you must provide notice regarding the defect to the Contractor by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Contractor, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004, Texas Property Code.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

Client's Signature Date

Derek Seaback 2/22/2022

CenTex Foundation Repair Representative Date

SUBJECT

Cust Name	Barbara 512-430-0056
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Electrical Supply Service