



1st Call Plumbing, Heating & Air
5511 Brewster St,
SA, TX 78233
(210)446-0200 (830)302-4440
Karl J Bishop II M-40881 / Chris Wyatt
TACLB57541R

Invoice 5645874
Invoice Date 11/19/2020
Completed Date 11/19/2020
Customer PO

Billing Address
David Holderried
1104 Turncreek Lane
Schertz, TX 78154 USA

Job Address
David Holderried
1104 Turncreek Lane
Schertz, TX 78154 USA

Description of Work

Last year in September another plumbing company was out to fix water line near the foundation of home. Picture Indicates blue viega piping is existing. We ran 38' of new 3/4" clear viega piping. Home owner has a new shut off valve. We trench underneath sidewalk and sleeved new water line. Existing Sprinkler system was not working. Water pressure 74 psi. Repair comes with a 5 year warranty d

Task #	Description	Quantity	Your Price	Your Total
SR-04	Each additional foot after 10'	13.00	\$86.00	\$1,118.00
SR-09	Tunnel up to 3' wide under sidewalk	1.00	\$178.00	\$178.00
SR-10	Water line replacement minimum 25'	1.00	\$1,884.00	\$1,884.00

Paid On	Type	Memo	Amount
11/19/2020	Wells Fargo Financing		\$3,180.00

Sub-Total \$3,180.00

Tax \$0.00

Total Due \$3,180.00

Payment \$3,180.00

Balance Due \$0.00

We appreciate your business!!!

Regulated by the Texas Dept of Licensing and Regulation, PO Box 12157, Austin, TX, 78711, 1-800-803-9202, www.tdlr.texas.gov, Texas State Board of Plumbing Examiners, PO Box 4200, Austin, TX, 78765 1-800-845-6584

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts. Terms and Conditions

11/19/2020

I find and agree that all work performed by 1st Call Plumbing, Heating & Air has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor. Terms and Conditions

11/19/2020

TERMS AND CONDITIONS

All invoices are due and payable in Bexar County, Texas, at 5511 Brewster St., SA, TX 78233.

This proposal, estimate and/or contract, including the specifications contained therein, shall not be altered or modified except by written agreement signed by both 1st Call Plumbing, Heating & Air and its customer and verbal understandings or agreements with representatives of either party shall not be binding unless reduced to writing approved and signed by both parties. No electrical or engineering services are included within this proposal, estimate or contract unless specifically stated therein.

Warranty Terms: All labor and materials furnished to customer by 1st Call Plumbing, Heating & Air are warranted to be free from defects for a period of one year from the date of installation. **There are no warranties which extend beyond the description on the face hereof. There are no warranties, either express or implied, except the limited warranty for labor and materials specified herein. 1st Call Plumbing, Heating & Air does not warrant any part or material not used or installed by 1st Call Plumbing, Heating & Air.** Customer shall look solely to the manufacturer's warranties, if any, with respect to any defect in parts or materials. 1st Call Plumbing, Heating & Air hereby assigns to customer any rights or interest that it may have with respect to such manufacturer's warranties, if any. Disclosure of any manufacturer's warranty shall be provided to customer free of charge upon request.

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided for by Section 27.004 of the Texas Property Code.

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.**

Dispute Resolution:

1) **Collection Action:** If customer fails to pay 1st Call Plumbing, Heating & Air under the terms of this agreement, customer agrees that it will pay all legal fees, costs and expenses incurred by 1st Call Plumbing, Heating & Air in bringing any collection action. Venue for any collection matter or dispute arising between 1st Call Plumbing, Heating & Air and customer shall be exclusively in Bexar County, Texas. This Agreement shall be governed by the laws of the State of Texas.

2) **Federal Arbitration Act:** Customer and 1st Call Plumbing, Heating & Air agree to negotiate with each other in good faith and to use their best efforts to reach a fair and equitable resolution or settlement if any dispute arises under this agreement or any other matter related thereto. Other than 1st Call Plumbing, Heating & Air's right to bring an action for collection, should settlement negotiations fail with respect to any and all other disputes or claims arising out of or relating to this agreement, contract or invoice, an alleged breach of this agreement or contract, or the terms of the Warranty issued by 1st Call Plumbing, Heating & Air, 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 under the Construction Industry Rules if the parties cannot agree upon an arbitrator. 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. Customer hereby 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. The prevailing party in arbitration shall recover all legal fees and costs incurred in connection therewith. The arbitrator shall not enter any award for any claim or for any damages which are not recognized under Texas law.

Limitation of Liability: Customer and 1st Call Plumbing, Heating & Air agree if 1st Call Plumbing, Heating & Air is found liable to customer under any arbitration proceeding commenced under this agreement in no event shall any award to customer be in excess of the contracted price of the work performed under this agreement and any change orders.