
BALCONES RESIDENCE

3800 Balcones Drive

Historic Landmark

Commission Hearing

September 28, 2015

Historic Case Number:

HDP-2015-0658

Review Case Number:

PR-2015-082246



architecture

Matt Fajkus Architecture
900 East 6th Street
Suite 100
Austin, Texas 78702

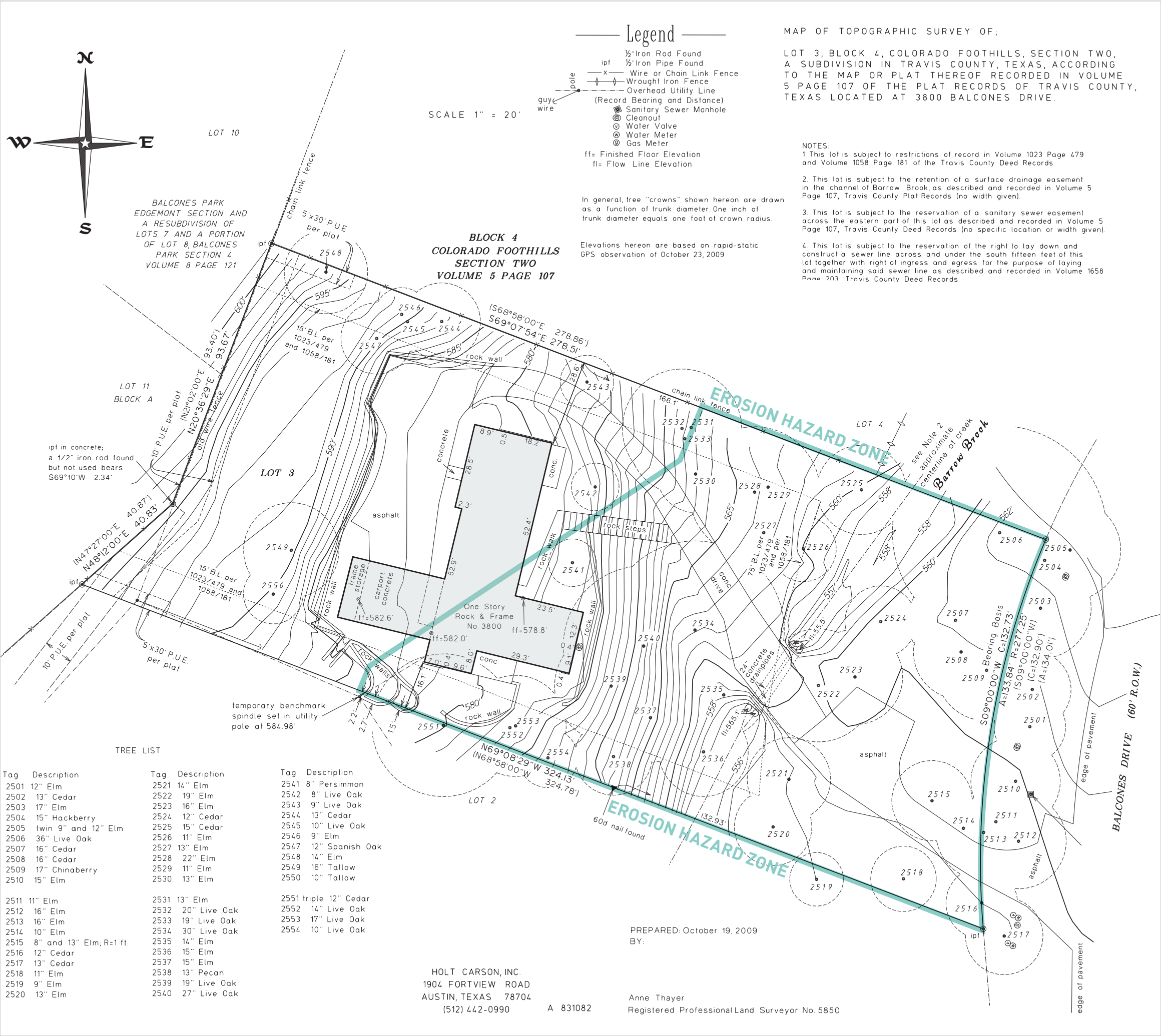
512.432.5137

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EXISTING CONDITIONS

Architect: Roland Roessner
Built: 1957 as a spec home
Assessed Value: \$855,964
(according to Travis CAD)
Land = \$680,000
Building = \$175,964
Building Area: 2,488 s.f.
single story
Land Area: 0.8620 acres

Discussion purposes only.
Not for construction.



EXISTING CONDITIONS

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Back of bedroom wing. Roof is in poor condition, siding is rotting. No significant architectural features on this portion of the house.



Structural roof rafters at Master Bedroom deck. Previous reinforcing for rafters is no longer sufficient. More structural repair is required at this location and other similar conditions.



Master Bedroom deck is significantly rotting.



Front elevation. The most significant portion of this Roessner spec home is the Living area which is perched over the slope down to the creek bed. Unfortunately, this portion of the house has suffered the most severe damage.



Northwest corner of Master Suite. Non energy efficient, single pane windows.



Entry. Portion with the most severe slab displacement (12" out of level on the east end at a slope of 1:51 - anything over 1:20 is considered a ramp, not occupiable slab).

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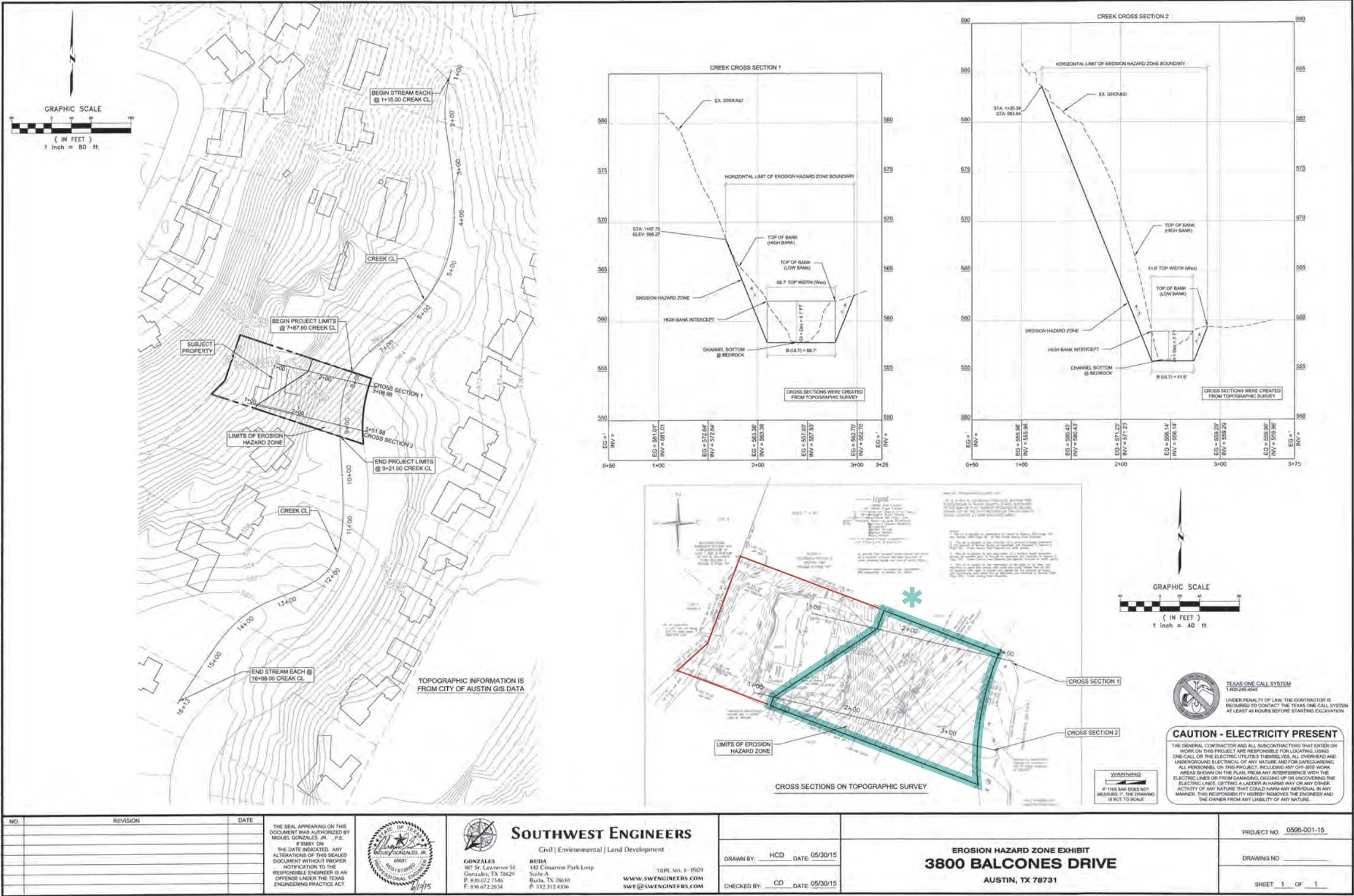
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* EROSION HAZARD ZONE

Erosion Hazard Zone (EHZ), defined as :

An area where stream channel erosion is likely to result in damage to or loss of property, buildings, infrastructure, utilities or other valued resources.

An Erosion Hazard Zone provides a boundary outside of which resources are not expected to be threatened as a result of future stream erosion. This document provides criteria to planners, designers and regulators in evaluating the potential impact from erosion for proposed development near defined waterways.

The following criteria provides a 'Level 1', analysis that was developed based on observed erosion rates in Austin to predict an Erosion Hazard Zone that is considered sufficient without a high level of site specific hydrologic, soil, and geomorphic information. An applicant may opt to perform a 'Level 2' analysis using more robust technical procedures and detailed site specific information, as approved by the Watershed Protection Department.

Although it is preferable to set all development outside of the natural Erosion Hazard Zone, new development located within an Erosion Hazard Zone shall be protected with engineered structural protective works where such construction is allowed.



Numerous and large cracks as a result of foundation settlement on east face of Living Room.



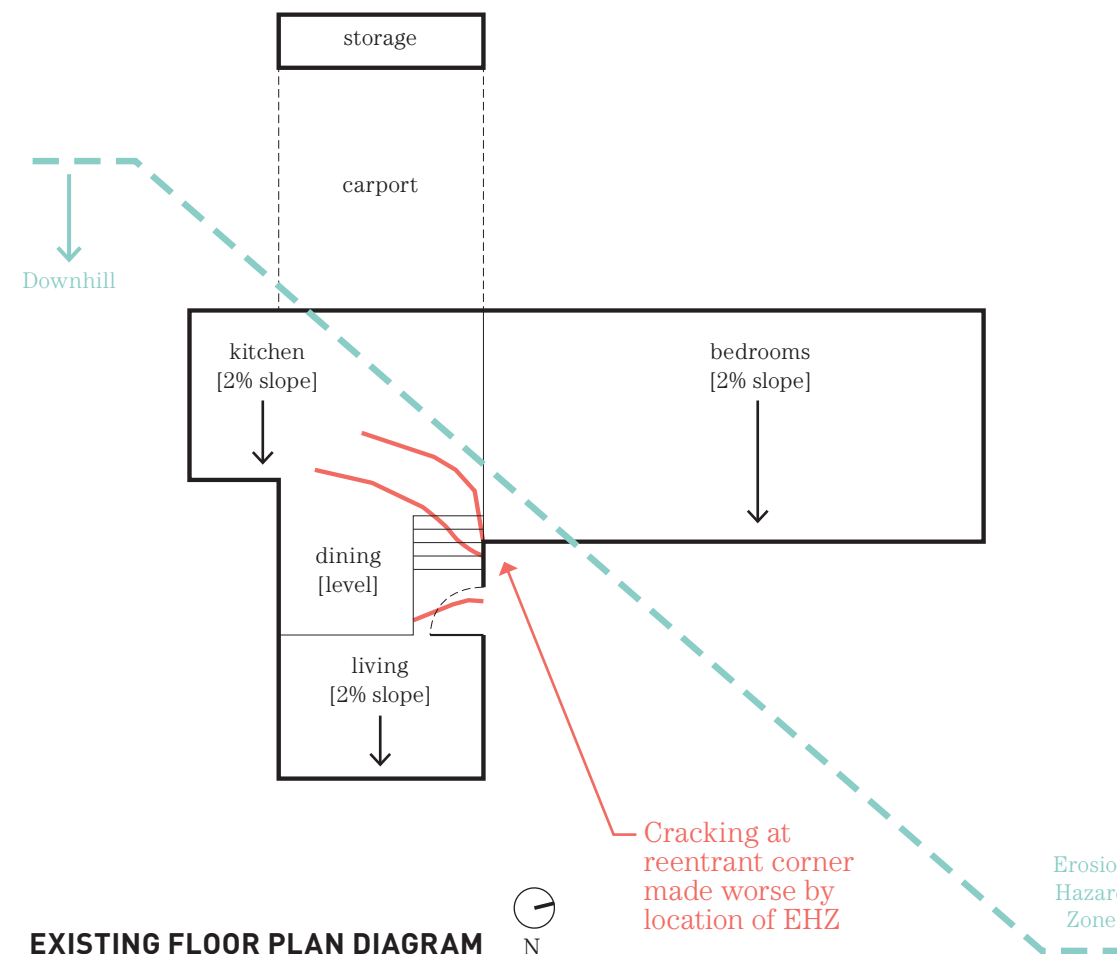
Foundation settlement on east face of Bedroom wing. A severe (6") gap between the foundation and top of soil is evidence of significant erosion below the foundation.



Cracked terrazzo at top of stairs into Kitchen. **Any amount of foundation repair would destroy original terrazzo flooring.**



Cracked terrazzo at front door and top of stairs.



EXISTING FLOOR PLAN DIAGRAM

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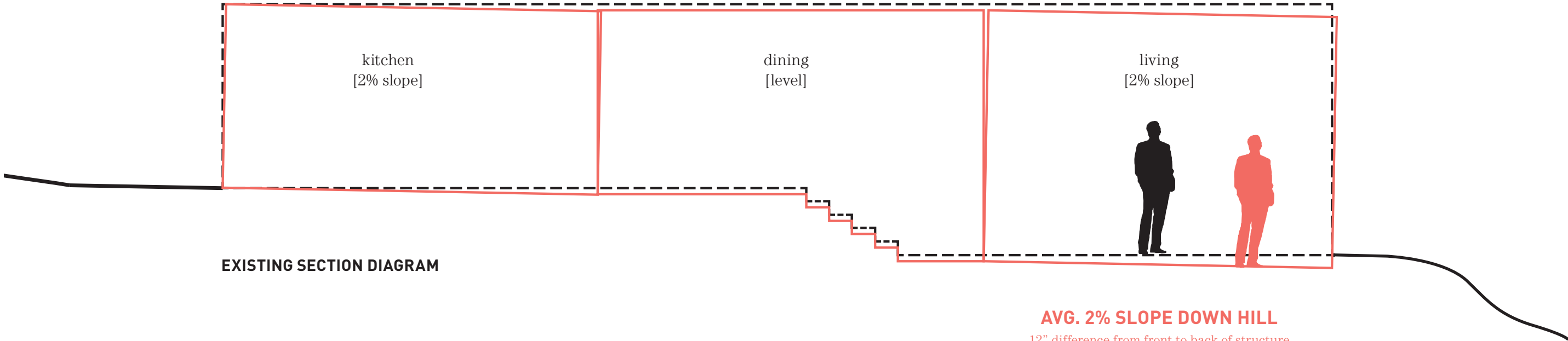
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AVG. 2% SLOPE DOWN HILL
12" difference from front to back of structure

AVG. SETTLEMENT TOLERANCE
FOR FINISH SLABS
1/4" difference from front to back of structure



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PROFESSIONAL ANALYSIS:

SLAB FAILURE:

Slab on grade foundation has failed. The foundation is sloping more than 12” from the back to the front. The slab is failing due to downhill creep and also from failing sewer lines activating the soil and heaving. A foundation repair is not an economical solution because the cost of the repair would be more than the cost of removing the existing and installing a brand new slab.

The finish flooring in the living, dining, and kitchen will not be salvageable after any kind of foundation or plumbing repair. The existing floor has several cracks due to foundation failure.

BUILDING SYSTEMS FAILURE:

The plumbing in the slab is in poor condition. The cast iron sewer lines are failing due to corrosion going through the pipes allowing sewer leakage under the slab. Any attempt to level the existing the slab will certainly break the existing sewer and water lines requiring total replacement of all plumbing supply and wastewater lines.

The electrical system is dated and failing at many locations. The house is not wired with grounds at any outlet locations. The lighting is controlled with an old technology low voltage system. The light circuits can not b e repaired due to the nonexistence of replacement parts. All parts of the electrical system need to be replaced.

STRUCTURAL FRAMING FAILURE:

The building structure is suffering from wood rot at many locations. Many of the rotten areas are structural parts of the roof. All of the siding areas, fascia, trim, and soffit need to be replaced.

ROOF:

The roof needs to be replaced and it is surprising that it is not leaking. Most of the aggregate on the roof is missing and the roofing material has deteriorated badly.

LOW EFFICIENCY:

The windows are single pain and are highly inefficient. Some windows in the living room will not close completely.

The house is poorly insulated and has an inefficient HVAC design. The main living areas are not insulated and due to the inefficient HVAC design, the lower living area is not useable during winter temperatures.

*See attached **ARTICLE 5** for Structural Engineer Analysis

EXISTING CONDITIONS ANALYSIS

COST COMPARISONS:

SOLEDAD BUILDERS:

RESTORATION COSTS:		VS.	NEW CONSTRUCTION COSTS:	
Original Purchase Price	856,000.00		New 2500 Sq. Ft. Home	750,000.00
Restoration	978,841.06		Lot	856,000.00
Total Cost	1,834,841.06		Total Cost	1,606,000.00
PPF	733.94		PPF	642.40
DIFFERENCE BETWEEN A NEW 2,500 SQ FT HOME AND 2,500 SQ FT RESTORATION IS \$228,841.06				

*See attached **ARTICLE 1** for detailed job estimate from Soledad Builders
*See attached **ARTICLE 3** for Capital Foundations Quote
*See attached **ARTICLE 4** for CenTex Foundations Quote

RANSERVE:

Secondary estimate will be provided for September 28th HLC hearing.

*See attached **ARTICLE 6** for detailed job estimate from Ranserve, Inc.

Listings as of 09/24/2015 at 11:47AM										Market Analysis Summary									
Residential																			
Leased/Sold																			
#	MLS #	Area	Address	Subdivision	#Bd	#FBth	#HBth	#Liv	#Gar	YB	Acres	SqFt	\$/SqFt	List Price	\$/SqFt	Sold Price	Sold Dt	ADOM	CDOM
# LISTINGS:			32	MIN:	1	1	0	1	0	1929	0.120	528	\$221.34	\$300,000	\$224.14	\$300,000		0	0
				MAX:	5	5	1	3	3	1968	0.596	3,587	\$683.02	\$2,450,000	\$729.17	\$2,270,000		793	793
				AVG:	3	2	1	2	3	1952	0.294	2,062	\$358.90	\$740,848	\$348.18	\$711,525		65	67
				MED:	3	2	1	2	2	1953	0.300	2,077	\$351.21	\$607,475	\$336.10	\$592,250		28	28
# LISTINGS TOTAL:			32	AVG FOR ALL:	3	2	0	2	1	1952	0.294	2,062	\$358.90	\$740,848	\$348.18	\$711,525		65	67
				MEDIAN FOR ALL:	3	2	0	2	2	1953	0.300	2,077	\$351.21	\$607,475	\$336.10	\$592,250		28	28
Quick Statistics (32 Listings Total)																			
					Min			Max			Average			Median					
List Price					\$300,000			\$2,450,000			\$740,848			\$607,475					
Sale Price					\$300,000			\$2,270,000			\$711,525			\$592,250					

*See attached **ARTICLE 2** for full MLS report (includes information within a 1 mile radius of property in question and homes sold within the last 360 days)
*Existing Home is estimated to be \$342/S.F.
*Restoration Estimate (\$733.94/S.F.) would be well out or expected values for the neighborhood

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SOLEDAD BUILDERS, LLC.
Job Estimates vs. Actuals Detail for New Project Template
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ARTICLE 1

	Est. Cost	Act. Cost	(\$ Diff.	Notes
				*** Items in yellow indicate quantities required for restoration costs including repairs due to "lift", repairing existing retaining walls, stairs, etc...
Service				
0 Engineering & Surveying				
0.09 Lot Survey	0.00	0.00	0.00	
0.1 Visual Investigation	0.00	0.00	0.00	
0.2 Geological Investigation	2,500.00	0.00	0.00	
0.3 Foundation Plan				
0.3 Foundation Plan - Other	3,500.00	0.00	0.00	Included in Centex Bids, keep for 2nd opinion / inspections
Total 0.3 Foundation Plan	3,500.00	0.00	0.00	
0.4 Framing Plan	0.00	0.00	0.00	
0.5 Third Party Inspections	700.00	0.00	0.00	Wallboard, foundation, electric, energy test
0.10 Restake Pins	0.00	0.00	0.00	
0.11 Form Survey	812.00	0.00	0.00	
0.12 Final Survey	0.00	0.00	0.00	By Owner
0 Engineering & Surveying - Other	2,000.00	0.00	0.00	Retaining wall - Front
Total 0 Engineering & Surveying	9,512.00	0.00	0.00	
01 Plans & Permits				
01.1 Plans	150.00	0.00	0.00	
01.2 Building Permits				
01.2.1 Inspection Fees	1,000.00	0.00	0.00	Engineering Inspections
01.2 Building Permits - Other	850.00	0.00	0.00	COA
Total 01.2 Building Permits	1,850.00	0.00	0.00	
01.3 City License	0.00	0.00	0.00	
01.4 Taps	0.00	0.00	0.00	
01 Plans & Permits - Other	0.00	0.00	0.00	
Total 01 Plans & Permits	2,000.00	0.00	0.00	
02 Site Work				
02.1 Construction Entrance	0.00	0.00	0.00	
02.2 Lot Scrape	0.00	0.00	0.00	
02.3 Rough Grade	1,000.00	0.00	0.00	
02.4 Silt / Orange Fence	600.00	0.00	0.00	
02.5 Construction Fence	2,100.00	0.00	0.00	
02.6 Culvert	8,500.00	0.00	0.00	
02.7 Drainage	0.00	0.00	0.00	
02.8 Final Grade				
02.8.1 Dirt & Sand	3,500.00	0.00	0.00	
02.8 Final Grade - Other	1,000.00	0.00	0.00	
Total 02.8 Final Grade	4,500.00	0.00	-4,500.00	
02.10 Propane	0.00	0.00	0.00	
02.11 Septic	0.00	0.00	0.00	
02.12 Excavation / Retaining Walls	30,500.00	0.00	0.00	120LF retaining wall; \$12,500 excavation under house
02.14 Site Cleans				
02.14.01 Frame Clean	500.00	0.00	0.00	
02.14.02 Sheetrock Clean	500.00	0.00	0.00	
02.14.03 Rock Clean	500.00	0.00	0.00	
02.14 Site Cleans - Other	4,000.00	0.00	0.00	
Total 02.14 Site Cleans	5,500.00	0.00	0.00	
02.9 Tree Protection	2,000.00	0.00	0.00	
02 Site Work - Other	0.00	0.00	0.00	
Total 02 Site Work	54,700.00	0.00	0.00	
03 Demo	0.00	0.00	0.00	
04 Foundation				
04.1 Turn-key slab	163,000.00	0.00	0.00	\$60,000 Capital foundations (no lift) / \$163,000 Centex - doesn't include beams
04.2 Concrete Material	0.00	0.00	0.00	***This is the average of both bids***
04.3 Foundation Sand	0.00	0.00	0.00	A new slab for a 2500 SQ. Ft. slab would be closer to \$65,000
04.4 Pump	1,200.00	0.00	0.00	
04.5 Steel / Cables	0.00	0.00	0.00	
04.6 Underpinning	1,500.00	0.00	0.00	
04.7 Termite Protection	1,500.00	0.00	0.00	
04 Foundation - Other	32,600.00	0.00	0.00	Allowance - Beams
Total 04 Foundation	199,800.00	0.00	0.00	
05 Masonry / Siding				
5.1 Masonry Material	0.00	0.00	0.00	
5.2 Masonry Labor	0.00	0.00	0.00	
5.3 Masonry Turn-key	16,900.00	0.00	0.00	Rebuild entry steps / retaining wall
5.4 Stucco	0.00	0.00	0.00	
5.5 Siding	5,500.00	0.00	0.00	
05 Masonry / Siding - Other	0.00	0.00	0.00	
Total 05 Masonry / Siding	22,400.00	0.00	0.00	
06 Framing				
06.1 Framing Labor	18,750.00	0.00	0.00	
06.2 Lumber	5,200.00	0.00	0.00	
06.3 Roof Trusses	0.00	0.00	0.00	
06.4 Floor Trusses	0.00	0.00	0.00	
06.5 Structural Steel	0.00	0.00	0.00	lintels - 1500
06 Framing - Other	6,800.00	0.00	0.00	Steel allowance to support framing during lift
Total 06 Framing	30,750.00	0.00	0.00	
07 Equipment Rental				
07.1 Dumpster	3,700.00	0.00	0.00	
07.2 Port A Can	720.00	0.00	0.00	
07.3 Tractor	0.00	0.00	0.00	
07 Equipment Rental - Other	0.00	0.00	0.00	

SOLEDAD BUILDERS, LLC.
Job Estimates vs. Actuals Detail for New Project Template
3800 Balcones Dr

	Est. Cost	Act. Cost	(\$ Diff.	Notes
Total 07 Equipment Rental	4,420.00	0.00	0.00	
09 Roofing				
09.1 Asphalt Roofing	0.00	0.00	0.00	
09.2 Metal Roofing	0.00	0.00	0.00	Precision bid + air gap
09.3 Tile Roofing	0.00	0.00	0.00	
09.4 Membrane Roofing	15,000.00	0.00	0.00	
09.5 Skylights	0.00	0.00	0.00	
09 Roofing - Other	1,600.00	0.00	0.00	Chimney Caps - Allowance
Total 09 Roofing	16,600.00	0.00	0.00	
10 Gutters	2,900.00	0.00	0.00	
11 Exterior Trim & Decks	2,800.00	0.00	0.00	Repairs at Master deck
13 Windows & Ext. Doors				
13.1 Windows	19,500.00	0.00	0.00	New Windows - All
13.2 Exterior Patio Doors	4,500.00	0.00	0.00	Jeldwen + exterior metal door at workshop
13.3 Front Door	2,000.00	0.00	0.00	
13.4 Garage Door	0.00	0.00	0.00	
13.5 Reglazing	500.00	0.00	0.00	
13 Windows & Ext. Doors - Other	18,000.00	0.00	0.00	Commercial store front to emulate existing windows at living
Total 13 Windows & Ext. Doors	44,500.00	0.00	0.00	
14 Plumbing				
14.1 Plumbing Rough	15,000.00	0.00	0.00	
14.2 Plumbing Top-out	15,000.00	0.00	0.00	
14.3 Plumbing Set-out	7,900.00	0.00	0.00	
14.4 Yard Lines	12,300.00	0.00	0.00	New water line / Gas line
14.5 Plumbing Fixtures	12,500.00	0.00	0.00	Standard supply, Kohler
14.10 Plumbing Extras	0.00	0.00	0.00	
14 Plumbing - Other	8,500.00	0.00	0.00	Cap & repair slab for plumbing repairs
Total 14 Plumbing	71,200.00	0.00	0.00	
15 HVAC				
15.1 HVAC Rough	10,000.00	0.00	0.00	
15.2 HVAC Trim	6,800.00	0.00	0.00	
15.3 HVAC Extras	0.00	0.00	0.00	
15 HVAC - Other	5,500.00	0.00	0.00	Radiant heating at livingroom floors
Total 15 HVAC	22,300.00	0.00	0.00	
16 Electrical & Lighting				
16.5 Electric Underground	0.00	0.00	0.00	
16.1 Electric Rough	18,000.00	0.00	0.00	
16.2 Electric Trim	12,000.00	0.00	0.00	
16.3 Electric Adds	0.00	0.00	0.00	
16.4 Light Fixtures	5,700.00	0.00	0.00	
16.10 Low Voltage				
16.1 Telephone & Cable Prewire	1,800.00	0.00	0.00	
16.10 Telephone & Cable Trim	500.00	0.00	0.00	
16.2 Security Prewire	500.00	0.00	0.00	
16.20 Security Trim	0.00	0.00	0.00	
16.3 Audio Prewire	650.00	0.00	0.00	
16.30 Audio Trim	0.00	0.00	0.00	
16.10 Low Voltage - Other	0.00	0.00	0.00	
Total 16.10 Low Voltage	3,450.00	0.00	0.00	
16 Electrical & Lighting - Other	0.00	0.00	0.00	
Total 16 Electrical & Lighting	39,150.00	0.00	0.00	
17 Insulation				
17.1 Fireplace	2,500.00	0.00	0.00	Repairs
17.2 Batts	877.00	0.00	0.00	
17.3 Blown-in	0.01	0.00	0.00	
17.4 BIBS	0.01	0.00	0.00	
17.5 Foam	8,200.00	0.00	0.00	
17.6 Quiet Zone	0.00	0.00	0.00	
17 Insulation - Other	0.00	0.00	0.00	
Total 17 Insulation	11,577.02	0.00	0.00	
18 Interior Walls				
18.1 Sheetrock Material	0.00	0.00	0.00	
18.2 Sheetrock Labor	0.00	0.00	0.00	
18.3 Turnkey Sheetrock	17,000.00	0.00	0.00	Remove and replace all sheetrock for electrical and plumbing replacement
18 Interior Walls - Other	3,750.00	0.00	0.00	
Total 18 Interior Walls	20,750.00	0.00	0.00	
19 Interior Doors & Trim				
19.1 Turnkey Doors & Trim	8,900.00	0.00	0.00	
19.2 Pocket Doors	0.00	0.00	0.00	
19.3 Stairs				
19.30 Metal Railings	4,000.00	0.00	0.00	To bring entrance to code
19.3 Stairs - Other	0.00	0.00	0.00	
Total 19.3 Stairs	4,000.00	0.00	0.00	
19.4 Mantle	0.00	0.00	0.00	2
19.5 Custom Closet	0.00	0.00	0.00	
19.10 Lock Out Labor	1,300.00	0.00	0.00	
19 Interior Doors & Trim - Other	0.00	0.00	0.00	
Total 19 Interior Doors & Trim	14,200.00	0.00	0.00	
20 Hardware				
20.1 Lockout Package	1,654.00	0.00	0.00	
20.2 Specialty Hardware	0.00	0.00	0.00	
20.3 Cabinet Hardware	1,846.00	0.00	0.00	

0

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20.4 Bath Hardware	1,200.00	0.00	0.00	
20.5 Exterior Hardware	0.00	0.00	0.00	
20 Hardware - Other	0.00	0.00	0.00	
Total 20 Hardware	4,700.00	0.00	0.00	
21 Cabinets & Vanities	30,000.00	0.00	0.00	
22 Counter Tops	15,000.00	0.00	0.00	
23 Floor Coverings				
23.1 Tile	15,000.00	0.00	0.00	
23.2 Wood	30,000.00	0.00	0.00	To cover damaged floors at piers
23.10 Fiberglass Pans	1,500.00	0.00	0.00	
Total 23 Floor Coverings	46,500.04	0.00	0.00	
24 Paint & Wall Finishes				
24.1 Exterior Painting	0.00	0.00	0.00	
24.2 Interior Painting	0.00	0.00	0.00	
24.3 Wallpaper	0.00	0.00	0.00	
24 Paint & Wall Finishes - Other	28,000.00	0.00	0.00	\$6/ft interior \$2/ft exterior
Total 24 Paint & Wall Finishes	28,000.00	0.00	0.00	
25 Appliances	15,000.00	0.00	0.00	
26 Glass				
26.1 Shower Doors	3,000.00	0.00	0.00	
26.2 Mirrors	1,040.00	0.00	0.00	
26.3 Cabinet Glass	0.00	0.00	0.00	
26.4 Window Film	0.00	0.00	0.00	
26 Glass - Other	0.00	0.00	0.00	
Total 26 Glass	4,040.00	0.00	0.00	
27 Landscaping & Paving				
27.8 Fence	0.00	0.00	0.00	
27.1 Landscaping	0.00	0.00	0.00	
27.2 Irrigation	0.00	0.00	0.00	
27.3 Driveway	30,000.00	0.00	0.00	7335SF @ \$4/ft
27.4 Sidewalks	1,120.00	0.00	0.00	
27.5 Patios & Landings	12,132.00	0.00	0.00	Repair / replace Stone on patios at \$12/ft
27.6 A/C Pad	300.00	0.00	0.00	
27.7 Pavers	0.00	0.00	0.00	
27.9 Screened Patio	0.00	0.00	0.00	
27 Landscaping & Paving - Other	0.00	0.00	0.00	
Total 27 Landscaping & Paving	43,552.00	0.00	0.00	
30 Cleanup				
30.1 Sweep Out	250.00	0.00	0.00	
30.2 Cleaning	2,500.00	0.00	0.00	
30.3 Punch Out	1,500.00	0.00	0.00	
30.4 Remodel Protection	0.00	0.00	0.00	
30.5 Street Sweep	450.00	0.00	0.00	
30 Cleanup - Other	0.00	0.00	0.00	
Total 30 Cleanup	4,700.00	0.00	0.00	
35 Construction Management	20,232.00	0.00	0.00	3%
36 Overhead & Profit	149,314.00			18%
37 Contingency @ 5%	46,044.00			
38 Insurance	1,850.00	0.00	0.00	
39 Software	350.00	0.00	0.00	
Total Service	978,841.06	0.00	0.00	
TOTAL	978,841.06	0.00	0.00	

Restoration	
Original Purchase Price	856,000.00
Restoration	978,841.06
Total Cost	1,834,841.06
PPF	733.94
New Construction	
Lot	856,000.00
New 2500 Sq. Ft. Home @ \$300/Ft, to cover site conditions	750,000.00
Total Cost	1,606,000.00
PPF	642.40
Diff between a new 2500 SQ FT home and 2500 SQ FT restoration	228,841.06

Residential		*Existing Home is estimated to be \$342/S.F.																	
Leased/Sold																			
#	MLS #	Area	Address	Subdivision	#Bd	#FBth	#HBth	#Liv	#Gar	YB	Acres	SqFt	\$/SqFt	List Price	\$/SqFt	Sold Price	Sold Dt	ADOM	CDOM
1	7391601	4	3905 Jackson	39th & Jackson	2	1	0	1	1	1929	0.120	832	\$360.58	\$300,000	\$360.58	\$300,000	03/18/15	117	117
2	7788830	4	3805 Oakmont	Oakmont	1	1	0	1	2	1946	0.152	528	\$643.94	\$340,000	\$729.17	\$385,000	11/25/14	49	49
3	9747793	4	2627 W 45Th	Heights Sec Rosedale	3	1	0	2	1	1953		1,223	\$298.45	\$365,000	\$306.62	\$375,000	04/23/15	0	0
4	8114911	4	1904 W 36Th	Oakmont	3	1	0	1	1	1950	0.162	1,037	\$384.76	\$399,000	\$400.19	\$415,000	07/01/15	11	11
5	7076680	4	4513 Bull Creek	Heights Shoal Village Sec 01	2	2	0	1	1	1950	0.167	1,208	\$331.04	\$399,900	\$339.40	\$410,000	03/11/15	3	3
6	9392427	4	4509 Placid	HIGHLAND PARK	3	2	0	2	1	1947	0.209	1,750	\$234.28	\$409,992	\$229.71	\$402,000	10/28/14	149	149
7	1102388	4	1905 W 40Th	Oakmont	3	2	0	1	2	1953	0.193	1,505	\$299.00	\$450,000	\$292.36	\$440,000	08/07/15	26	26
8	1693349	4	1819 W 39Th	Heights Oakmont	3	1	1	1	0	1940	0.153	1,164	\$395.19	\$460,000	\$330.76	\$385,000	11/25/14	49	49
9	2552610	1B	4717 Highland	Heights Sec Highland Park West	3	2	0	2	0	1951	0.596	2,146	\$221.34	\$475,000	\$224.14	\$481,000	05/22/15	27	27
10	9978711	4	1913 W 41St	Oakmont	2	1	0	2	2	1953	0.170	1,311	\$380.63	\$499,000	\$369.95	\$485,000	06/19/15	65	65
11	2096840	4	2905 Village	Heights Highland	3	2	0	3	2	1954	0.189	2,197	\$231.68	\$509,000	\$226.22	\$497,000	01/21/15	118	118
12	5968806	4	4402 Bull Creek	Village Sec Highland Park	3	2	0	1	2	1950	0.224	1,584	\$340.28	\$539,000	\$333.02	\$527,500	07/16/15	32	32
13	3256506	4	1911 W 41St	Oakmont	3	2	0	2	0	1953	0.176	1,644	\$334.49	\$549,900	\$320.56	\$527,000	02/05/15	16	16
14	3405039	4	4801 W Frances	Heights Anx Highland Village	4	2	0	1	2	1953	0.300	2,146	\$258.62	\$555,000	\$239.98	\$515,000	12/12/14	78	170
15	3818688	4	2906 Perry	Highland Park	3	2	0	2	2	1950	0.207	1,555	\$385.53	\$599,500	\$385.53	\$599,500	07/13/15	7	7
16	3465481	1B	3303 Live Oak	Balcones Park Add Sec	4	2	0	2	2	1959	0.338	2,044	\$293.52	\$599,950	\$281.31	\$575,000	12/18/14	20	20
17	3863063	4	1909 W 41St	Oakmont	3	2	0	2	3	1952	0.187	1,728	\$355.90	\$615,000	\$338.54	\$585,000	08/25/15	39	39
18	5722907	1B	4602 Madrona	Heights Balcones	4	3	0	2	2	1955	0.397	2,095	\$355.61	\$745,000	\$333.65	\$699,000	09/14/15	47	47
19	3403162	4	4519 Bull Creek	Park Add Sec	4	2	1	1	1	1950	0.209	2,157	\$347.47	\$749,500	\$344.92	\$744,000	05/14/15	24	24
20	2616212	1B	4601 Crestway	Jung Add Sec 01 Highland Park West	3	2	0	2	2	1951	0.487	2,194	\$353.24	\$775,000	\$341.84	\$750,000	08/24/15	43	43

Presented By: Carlotta McLean

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Market Analysis Summary

Residential

Leased/Sold

#	MLS #	Area	Address	Subdivision	#Bd	#FBth	#HBth	#Liv	#Gar	YB	Acres	SqFt	\$/SqFt	List Price	\$/SqFt	Sold Price	Sold Dt	ADOM	CDOM
21	4791736	1B	3411 Mount Barker	Balcones Park Sec 08	3	2	0	2	2	1957	0.372	2,059	\$388.54	\$800,000	\$364.25	\$750,000	07/30/15	9	9
22	6413021	1B	4505 Crestway	Balcones Park 01	4	4	0	2	2	1953	0.326	2,676	\$317.26	\$849,000	\$314.84	\$842,500	11/20/14	0	0
23	7585178	1B	4200 Edgemont	Balcones Park Add Sec	4	3	0	2	0	1956	0.396	3,228	\$263.32	\$850,000	\$224.60	\$725,000	11/20/14	88	88
24	3223635	1B	4401 Balcones	Balcones Park Add Sec	4	3	0	1	2	1956	0.317	2,546	\$349.18	\$889,000	\$343.68	\$875,000	04/02/15	34	34
25	8647412	1B	3401 Foothill	Colorado Foothills Sec	3	2	0	1	0	1953	0.311	2,038	\$441.61	\$900,000	\$333.17	\$679,000	11/26/14	793	793
26	4260530	1B	4528 Balcones	Balcones Park 01	4	3	0	2	0	1955	0.462	2,872	\$337.40	\$969,000	\$332.28	\$954,300	05/14/15	7	7
27	8874802	1B	3417 Mount Barker	Balcones Park Sec 08	3	2	0	2	2	1958	0.341	2,584	\$375.00	\$969,000	\$375.00	\$969,000	01/30/15	2	2
28	5413240	1B	4712 Highland	Highland Park West	4	5	0	3	0	1949	0.456	3,403	\$293.12	\$997,500	\$299.74	\$1,020,000	06/15/15	5	5
29	3851016	1B	4515 Balcones	Balcones Park Add Sec	3	2	1	3	0	1960	0.504	2,672	\$374.21	\$999,900	\$356.66	\$953,000	04/09/15	7	7
30	8751221	1B	3404 Monte Vista	Balcones Park Sec 08	5	4	0	2	2	1957	0.347	3,063	\$359.13	\$1,100,000	\$355.86	\$1,090,000	07/06/15	28	28
31	3115473	1B	4303 Edgemont	Balcones Park Add Sec	4	4	0	3	2	1955	0.284	3,215	\$497.36	\$1,599,000	\$480.25	\$1,544,000	10/30/14	9	9
32	5349070	1B	3416 Mount Bonnell	Balcones Park Sec 08	4	3	0	3	2	1968	0.370	3,587	\$683.02	\$2,450,000	\$632.84	\$2,270,000	05/08/15	164	164
# LISTINGS:			32	MIN:	1	1	0	1	0	1929	0.120	528	\$221.34	\$300,000	\$224.14	\$300,000		0	0
				MAX:	5	5	1	3	3	1968	0.596	3,587	\$683.02	\$2,450,000	\$729.17	\$2,270,000		793	793
				AVG:	3	2	1	2	3	1952	0.294	2,062	\$358.90	\$740,848	\$348.18	\$711,525		65	67
				MED:	3	2	1	2	2	1953	0.300	2,077	\$351.21	\$607,475	\$336.10	\$592,250		28	28

# LISTINGS TOTAL:	32	AVG FOR ALL:	3	2	0	2	1	1952	0.294	2,062	\$358.90	\$740,848	\$348.18	\$711,525		65	67
		MEDIAN FOR ALL:	3	2	0	2	2	1953	0.300	2,077	\$351.21	\$607,475	\$336.10	\$592,250		28	28

Presented By: Carlotta McLean

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Market Analysis Summary

Quick Statistics (32 Listings Total)				
List Price	Min	Max	Average	Median
	\$300,000	\$2,450,000	\$740,848	\$607,475
Sale Price				
	\$300,000	\$2,270,000	\$711,525	\$592,250

Status is 'Sold' Status Contractual Search Date is 09/24/2015 to 09/29/2014 Property Sub Type is 'House' Latitude, Longitude is within 1.00 mi of 3800 Balcones Dr, Austin, TX 78731 Zip is '78731' Year Built is 1970 or less

Presented By: Carlotta McLean

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#	MLS #	S	Area	Address	Bds	Fb	Hb	Liv St	Gar	Yr Blt	Acres	Sqft	\$SqFt	L Price	S \$/Sqft	S Price	S Date	ADOM	CDOM
1	2552610	S	1B	4717 Highland TER	3	2	0	2 1	0	1951	0.60	2,146	\$221.34	\$475,000	\$224.14	\$481,000	05/22/2015	27	27
2	2096840	S	4	2905 Village DR	3	2	0	3 1	2	1954	0.19	2,197	\$231.68	\$509,000	\$226.22	\$497,000	01/21/2015	118	118
3	9392427	S	4	4509 PLACID PL	3	2	0	2 1	1	1947	0.21	1,750	\$234.28	\$409,992	\$229.71	\$402,000	10/28/2014	149	149
4	3405039	S	4	4801 W Frances PL	4	2	0	1 1	2	1953	0.30	2,146	\$258.62	\$555,000	\$239.98	\$515,000	12/12/2014	78	170
5	7585178	S	1B	4200 Edgemont DR	4	3	0	2 1	0	1956	0.40	3,228	\$263.32	\$850,000	\$224.60	\$725,000	11/20/2014	88	88
6	5413240	S	1B	4712 Highland TER	4	5	0	3 1	0	1949	0.46	3,403	\$293.12	\$997,500	\$299.74	\$1,020,000	06/15/2015	5	5
7	3465481	S	1B	3303 Live Oak CIR	4	2	0	2 1	2	1959	0.34	2,044	\$293.52	\$599,950	\$281.31	\$575,000	12/18/2014	20	20
8	9747793	S	4	2627 W 45TH	3	1	0	2 1	1	1953		1,223	\$298.45	\$365,000	\$306.62	\$375,000	04/23/2015	0	0
9	1102388	S	4	1905 W 40th ST	3	2	0	1 1	2	1953	0.19	1,505	\$299.00	\$450,000	\$292.36	\$440,000	08/07/2015	26	26
10	6413021	S	1B	4505 Crestway DR	4	4	0	2 1	2	1953	0.33	2,676	\$317.26	\$849,000	\$314.84	\$842,500	11/20/2014	0	0
11	7076680	S	4	4513 Bull Creek RD	2	2	0	1 1	1	1950	0.17	1,208	\$331.04	\$399,900	\$339.40	\$410,000	03/11/2015	3	3
12	3256506	S	4	1911 W 41st ST	3	2	0	2 1	0	1953	0.18	1,644	\$334.49	\$549,900	\$320.56	\$527,000	02/05/2015	16	16
13	4260530	S	1B	4528 Balcones DR	4	3	0	2 2	0	1955	0.46	2,872	\$337.40	\$969,000	\$332.28	\$954,300	05/14/2015	7	7
14	5968806	S	4	4402 Bull Creek RD	3	2	0	1 1	2	1950	0.22	1,584	\$340.28	\$539,000	\$333.02	\$527,500	07/16/2015	32	32
15	3403162	S	4	4519 Bull Creek RD	4	2	1	1 1	1	1950	0.21	2,157	\$347.47	\$749,500	\$344.92	\$744,000	05/14/2015	24	24
16	3223635	S	1B	4401 Balcones DR	4	3	0	1 1	2	1956	0.32	2,546	\$349.18	\$889,000	\$343.68	\$875,000	04/02/2015	34	34
17	2616212	S	1B	4601 Crestway DR	3	2	0	2 1	2	1951	0.49	2,194	\$353.24	\$775,000	\$341.84	\$750,000	08/24/2015	43	43
18	5722907	S	1B	4602 Madrona DR	4	3	0	2 1	2	1955	0.40	2,095	\$355.61	\$745,000	\$333.65	\$699,000	09/14/2015	47	47
19	3863063	S	4	1909 W 41st ST	3	2	0	2 1	3	1952	0.19	1,728	\$355.90	\$615,000	\$338.54	\$585,000	08/25/2015	39	39
20	8751221	S	1B	3404 Monte Vista DR	5	4	0	2 1	2	1957	0.35	3,063	\$359.13	\$1,100,000	\$355.86	\$1,090,000	07/06/2015	28	28
21	7391601	S	4	3905 Jackson Ave	2	1	0	1 1	1	1929	0.12	832	\$360.58	\$300,000	\$360.58	\$300,000	03/18/2015	117	117
22	3851016	S	1B	4515 Balcones DR	3	2	1	3 3	0	1960	0.50	2,672	\$374.21	\$999,900	\$356.66	\$953,000	04/09/2015	7	7
23	8874802	S	1B	3417 Mount Barker DR	3	2	0	2 1	2	1958	0.34	2,584	\$375.00	\$969,000	\$375.00	\$969,000	01/30/2015	2	2
24	9978711	S	4	1913 W 41st ST	2	1	0	2 1	2	1953	0.17	1,311	\$380.63	\$499,000	\$369.95	\$485,000	06/19/2015	65	65
25	8114911	S	4	1904 W 36th ST	3	1	0	1 1	1	1950	0.16	1,037	\$384.76	\$399,000	\$400.19	\$415,000	07/01/2015	11	11
26	3818688	S	4	2906 PERRY LN	3	2	0	2 1	2	1950	0.21	1,555	\$385.53	\$599,500	\$385.53	\$599,500	07/13/2015	7	7
27	4791736	S	1B	3411 MOUNT BARKER DR	3	2	0	2 1	2	1957	0.37	2,059	\$388.54	\$800,000	\$364.25	\$750,000	07/30/2015	9	9
28	1693349	S	4	1819 W 39th ST	3	1	1	1 1	0	1940	0.15	1,164	\$395.19	\$460,000	\$330.76	\$385,000	11/25/2014	49	49
29	8647412	S	1B	3401 Foothill TER	3	2	0	1 1	0	1953	0.31	2,038	\$441.61	\$900,000	\$333.17	\$679,000	11/26/2014	793	793
30	3115473	S	1B	4303 Edgemont DR	4	4	0	3 1	2	1955	0.28	3,215	\$497.36	\$1,599,000	\$480.25	\$1,544,000	10/30/2014	9	9
31	7788830	S	4	3805 Oakmont BLVD	1	1	0	1 2	2	1946	0.15	528	\$643.94	\$340,000	\$729.17	\$385,000	11/25/2014	49	49
32	5349070	S	1B	3416 Mount Bonnell CIR	4	3	0	3 2	2	1968	0.37	3,587	\$683.02	\$2,450,000	\$632.84	\$2,270,000	05/08/2015	164	164

CONTRACT

Capital Foundations, Inc.

1703 BENCH MARK DRIVE. AUSTIN, TX 78728 (512) 990-1117 Office (512) 990-1003 Fax

SUBMITTED TO:

FIRM: _____ DATE: 9-10-14

NAME: Jagjit Yadav JOB ADDRESS: 3800 Balcones Dr

ADDRESS: _____ CITY, STATE: Austin, Tx 78731

CITY, STATE: _____ PHONE: Home# 281-719-5531 Email: yadavjs@yahoo.com

Proposed Repairs, Specifications and Estimates Are Indicated By “*”

_ * 1.) **Concrete Slab Repair:**

30 Perimeter Piers and 15 Interior Piers will be installed according to attached diagram. Piers will be 12 inches in diameter and will extend approximately 20 feet below grade unless impassable materials are encountered prior to this depth. Piers will be drilled approximately 8' on center. When inspected by qualified engineer, piers meet or exceed FHA, VA, and City requirements.

N/A 2.) **Pier/Beam Repair:**

Install _____ piers beneath structure according to specifications on enclosed diagram. Piers will have _____ inch square bases and _____ inch diameter columns. Pier bases will be installed approximately _____ inches below grade.

Add approximately _____ linear feet of new _____ beam to foundation. If needed, upon approval of owner, additional beam will be added for: \$ _____ / linear feet.

Replace approximately _____ linear feet of existing beam. If needed, upon approval of owner, additional beam is replaced, add \$ _____ /linear feet.

_ * 3.) **Engineering:** Project Engineer: Structures

To be paid for by: _____ Others _____ \$00 Engineer allowance included in this contract.

_ * 4.) **Leveling:**

- a.) Once piers have been allowed to cure properly (4-7 days), section of house above new piers will be raised back toward level position. Home will be considered level when further lifting would result in unnecessary damage to structure.
- b.) Cracking of sheetrock, tile, plumbing, masonry, etc. Is normal during lifting procedures and will be homeowner's responsibility to repair. Homes that require substantial lifting are subject to movement in roof shingles and plumbing. Leaks may result due to this movement. Homeowner is responsible for repairs.

_ * 5.) **Landscaping:**

Landscaping that obstructs foundation access will be removed. Capital Foundations will replant them but does not insure they will live. Capital Foundations will haul off all debris created by foundation repairs. Any concrete that must be removed from driveways, patios, sidewalks, etc. will be patched.

* 6.) **Additional Repairs:**

1. City permit for foundation repair
2. NOTE: Due to unknown plan for the remodel – carport piers are NOT INCLUDED in bid (Living area ONLY for repair)
3. Carport: 15 perimeter piers = \$12,750.00
7 interior piers = \$6,650.00
Total \$19,400.00

* 7.) **Guarantee:**

Foundation repair described in this contract is guaranteed for the life of the structure. Foundation repair guarantee covers area of home originally stabilized by Capital Foundations, Inc. only. Owner acknowledges that some future movement is possible and understands and agrees that Capital Foundations, Inc. gives no warranty, expressed or implied, for any repairs other than foundation adjustments as described in this contract. Guarantee will be void if subsurface plumbing leaks, in either sewer or supply lines, are not repaired. Leaking pipes can cause soil to swell and eventually adversely affect performance of piers and structure. Guarantee can be transferred by notifying Capital Foundations, Inc. in writing.

Proposal may be withdrawn if not accepted within 30 days.

House \$39,950.00

Carport \$19,400.00

For the sum of (\$59,350.00)

Payments to be made as follows: 30% Due at Start 30% Due when 30 piers drilled 30% Due when all piers drilled and poured 10% Due upon Completion

Submitted By: _____
Capital Foundations, Inc.
Larry Becker

ACCEPTANCE OF CONTRACT

The prices, specifications, and conditions that are outlined on pages 1, 2, and 3 of this contract are satisfactory and are hereby accepted. Capital Foundations, Inc. is authorized to perform the work as specified. Payments will be made as outlined above. I, We, or each of us acknowledge that we have read this estimate and understand its terms, conditions, and price.

Date: _____

Signature: _____

Signature: _____

TERMS AND CONDITIONS

1. We hereby propose to furnish labor and materials to complete the work described herein according to the above specifications. All work to be performed in a work-man-like manner according to standard building practices.
2. Any warranties expressed or implied are hereby null and void if payment is not made according to the terms of this contract described herein.
3. If Capital Foundations, Inc. is required to bring suit in court for recovery of payments due under this contract; or for written orders for the alterations or deviations from this contract, Capital Foundations, Inc. will be entitled to reasonable attorney's fees and for interest at the maximum current legal rate from the date of default.
4. The Owners/Agents acknowledge that a foundation problem exists. The Owners/Agents acknowledge that Capital Foundations, Inc. has been contracted to perform the services herein described according to the terms and conditions as set forth herein, and Capital Foundations, Inc. has no obligations other than those described above.
5. The Owner acknowledges that some movement is possible after the work is complete and that certain damage may occur to the interior and exterior of structure as a result of this movement. The owner recognizes that Capital Foundations, Inc. assumes no responsibility for such damages.
6. Perimeter piers stabilize exterior portions of structure only. If, in the future, interior shows signs of movement, additional piercing may be required. (Interior piers)
7. The Owners/Agents agree to provide electricity and water during repairs. The Owners/Agents also agree to allow the necessary trucks and equipment access to the site. Poorly constructed driveways could bend or crack. Capital Foundations, Inc. assumes no responsibility for such damages.
8. Any alterations or additions to original contract will involve extra charges over and above the estimate. Additional work will require an additional contract to cover extra repairs.
9. Although we take precautions to reduce damage to sprinkler lines, control boxes and wiring, it may be necessary to hire a qualified contractor to make repairs to sprinkler systems after work is completed.
10. Engineering allowance is noted on page 1 of this contract. If engineering fees exceed this amount, additional charges could apply.
11. Concrete driveways, patios, sidewalks and other flatwork is subject to cracking over time. Flatwork is guaranteed for a 3-year period against defects in materials and workmanship unless otherwise noted in this contract.

Date: _____

Signature: _____

Signature: _____

Homes Requiring Interior Piers or Grouting

(If your home does not have int. piers or grouting
This page does not need to be signed)

1. **Floor coverings must be removed in areas with piers/grout holes. You are responsible for all costs associated with the reinstallation or replacement of this flooring. (Including the cleaning costs)**
2. **The process of installing interior piers and drilling grout holes includes either jackhammering the slab or drilling thru it. This creates dust, vibration and noise. Although possible, we do not recommend living in the house during interior pier installation. It is possible to remain in the house during the grouting process, just expect some disruption and noise for a few hours. You may have to have some carpet restretched or cleaned where grout holes have been drilled.**
3. **Sheetvinyl, linoleum, tile, etc. will be removed as needed by CF Inc. You may not be able to match some of these when it is time to repair the damaged sections. It is a good idea to determine if the tile, vinyl, etc. is available prior to starting the project so you are aware of your total costs.**
4. **Furniture and wall hangings may need to be removed or relocated during the pierring/grouting process. If the project just involves moving the objects, we will be glad to help you. Keep in mind; we are foundation repairmen not movers. If it is a family heirloom or fragile, you should deal with these articles yourselves. We assume no liability for damaged objects that have been moved or not moved by our repairmen. We will be glad to point out which things need to be relocated so that your belongings can be protected.**
5. **Although we attempt to be as neat and clean as possible, expect to clean and repaint areas that have interior piers. Pathways to work areas may also be affected. (i.e. hallways)**
6. **Sections of floor slab that are removed to facilitate pier installation will be re-poured by C.F. Inc. Flooring installer will probably have to re-surface these patches prior to laying sheet vinyl or other thin Floor coverings.**
7. **Walls are typically protected against concrete splatter using 4 mil poly. (sheets of plastic) This poly is attached to walls using staples as tape will not adhere to walls. Tape is used on glossy surfaces where adhesion is not an issue. Expect to repaint walls where interior piers are installed and possibly fill staple holes if paint is too thin.**

I have reviewed, and understand my responsibilities, as stated in this document:

Signature

Signature

Date

Bid#: A93836

Soledad Builders
3800 Balcones Drive
Austin, TX 78731
512-848-4788 marc



CENTEX HOUSE LEVELING - AUSTIN, LLC
SLAB FOUNDATION REPAIR AGREEMENT



Page 1 of 3
P: (512) 444-5438
P: (888) 425-5438
F: (512) 371-9551

ARTICLE 4

Scope of Work		Charges	
39	Exterior Drilled Pier - 25' deep	Scope of Work	\$160250.00
27	Interior Drilled Pier - 25' deep	Third Party Fees	\$3400.00
5	Breakout Patch	Discount	
1	Improve Level Condition of Foundation	Early Bird Pmts	
Note: Slab integrity is questionable - leveling may be limited		Sales Tax	
Note: Pier depths exceeding 25' as per Engineer @ additional cost.		Total	\$163,650.00
Note: G.C. responsible for Carport & cantilevered deck.			
Optional Pier Types		Discounts	
Third Party Services		Special Contract Provisions	
Drilled Piers - Engineering, Inspections, Certification Letter, & City Permits			
Post Level Leak Test by Licensed Plumber (Clean Out Must Be Visible & Accessible or Addtl. Charges Apply)			
Disconnect, Reconnect Gas Meter and Test			

Section One: Lifetime Transferrable Warranty

The Lifetime Transferrable Warranty will be applicable and issued only upon (i) completion of the Scope of Work and any Change Order and (ii) payment in full to CenTex House Leveling ("CenTex") by Owner.

Warranty Terms:

a) If future settlement occurs that can be corrected by adjusting piers previously installed by CenTex, adjustments will be performed at no cost to the Owner, provided all provisions of the Agreement have been met.

b) The Warranty is limited to the area supported by the pier(s) installed by CenTex. Piering in one area of the structure will not support another part of the foundation.

c) The Warranty is limited to the area supported by the pier(s) installed by CenTex. Piering in one area of the structure will not provide warranty coverage for this warranty to any other part of the foundation.

d) Access for warranty adjustments will be performed as called for in this Agreement.

e) The warranty shall be null and void if:

1) Payment in full is not made within thirty (30) days from date of final invoice. Structure has been damaged, added on to, altered or modified

since this Agreement.

2) Structure and/or piers have been affected by plumbing leaks, water intrusion, adverse drainage conditions, soil erosion, heaving or intentional damage.

3) SLAB ONLY - Owner does not provide CenTex formal written proof of post repair leak test and/or subsequent completed repairs to remedy all

known, or found plumbing leak(s) by licensed Master Plumber.



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

Isaac Benavides, Member

9/25/15

Isaac Benavides, Member
CenTex House Leveling - Austin, LLC
isaac@welevelit.com
512-658-6925

Date



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



Payment Terms and Conditions:

- a) 50% of Agreement at start, 40% at level, 10% at completion.
- b) CenTex reserves the right to stop job and keep idle if payment terms of Agreement are not met, including Change Orders.
- c) Change Orders must be in writing and signed by CenTex & Owner.

Section Two: CenTex's Responsibilities

- a) CenTex 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 CenTex.
- 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 CenTex are solely intended to stabilize the foundation. Neither stabilization, nor CenTex' Warranty, limits, protects from, or prevents the potential for the structure to heave with or heave off, the piers installed by CenTex.
- d) CenTex 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 CenTex is not responsible for, nor guarantees the livelihood of any disturbed plant(s).

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 CenTex 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, CenTex 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, CenTex 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. CenTex 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"), CenTex is not responsible to repair or restore the property. CenTex, 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 rock is encountered an additional charge of \$250.00/hour will apply thru separate Change Order.
- g) Owner agrees to furnish CenTex the electricity/water to perform the services in accordance with the Scope of Work & any Change Order.

**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: _____



Soledad Builders
3800 Balcones Drive
Austin, TX 78731

P: (512) 444-5438
P: (888) 425-5438
F: (512) 371-9551

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

Section Four: Dispute Resolution

a) Collection Action: If Owner fails to pay CenTex under the terms of this Agreement, Owner agrees that it will pay all costs and expenses incurred by CenTex 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 CenTex 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 CenTex'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 CenTex, 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 following American Arbitration Association's Construction Industry Rules. 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.

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.**

Section Five: Limitation of Liability

a) Both Owner and CenTex agree if CenTex 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 CenTex for engineering certification, City permits, and plumbing tests/repairs.

b) If CenTex 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 CenTex and Owner that this Agreement contains the final and entire agreement between them, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not contained within this Agreement. A written Change Order signed by CenTex and Owner may only modify this Agreement. No oral statements made by any CenTex representative during any phase of the services provided by CenTex are enforceable, unless such oral statement is reduced to writing and contained in this Agreement or any Change Order.

**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: _____



Balcones Residence: HLC demolition support

Richard Martin <richard@mjstructures.com>

Wed, Sep 23, 2015 at 10:48 PM

To: Sarah Johnson <sarah@mfarchitecture.com>

Cc: Matt Fajkus <matt@mfarchitecture.com>, David Birt <david@mfarchitecture.com>

Hi Sarah,

Timothy and I met up with Marc at the house this morning, took a few floor levelness measurements, and walked the building inside and out for signs of cracking.

There's about 11.3 inch drop from back to front, about 46' length. That's around a 1:51 slope. Anything greater than 1:20 slope is considered a ramp per ADA - so this is 2/5 (nearly half) the slope of a "ramp". This is without question the most severely sloping existing structure I've ever investigated. Uncomfortable to say the least to walk around. I investigated one existing house just a few lots over that had about 6 or 7 inch fall in about the same distance. Owners decided to take it down because of cost to retrofit.

The soils issues are as I've mentioned before - and I would recommend that the entire foundation requires support on drilled concrete piers or piles. Piers might range in depth from 15 or 20 feet deep at the upper slope to 30 feet or deeper on the downward slope within the Erosion Hazard Zone. The house would require leveling to less than a 2" differential (which is greater than construction tolerances) and there would need to be a void established below the house by raising it above grade on the piers. The foundation is likely a stiffened slab on grade, and the slab itself could not span as an elevated slab and would require intermediate beams and or/piers. All below slab plumbing would need to be replaced. I think it would need to be vented for moisture and to eliminate build up of radon gas. The void likely needs to be sufficient for access, so either raise the building a couple of feet, or excavate under the stabilized building. Perimeter grade beams would need to be made deeper as they are just at grade, or in places not even that deep, and the crawl space would be excavated lower.

I'm sure there are alternate methods, but at this time, to maintain the existing house to a condition that is comfortable to live in, doesn't create ongoing shifting and plumbing failures, and could be sold would require stabilization using systems comparable to what would be required for any new construction on this lot. Performing this work for the interior piers would be quite disruptive to the existing terrazzo floor and difficult with low clearance under existing roof.

I'll prepare a report letter that more formally, yetbriefly, summarizes this.

Richard

From: "Sarah Johnson" <sarah@mfarchitecture.com>

To: "Richard Martin" <richard@mjstructures.com>

Cc: "Matt Fajkus" <matt@mfarchitecture.com>, "David Birt" <david@mfarchitecture.com>

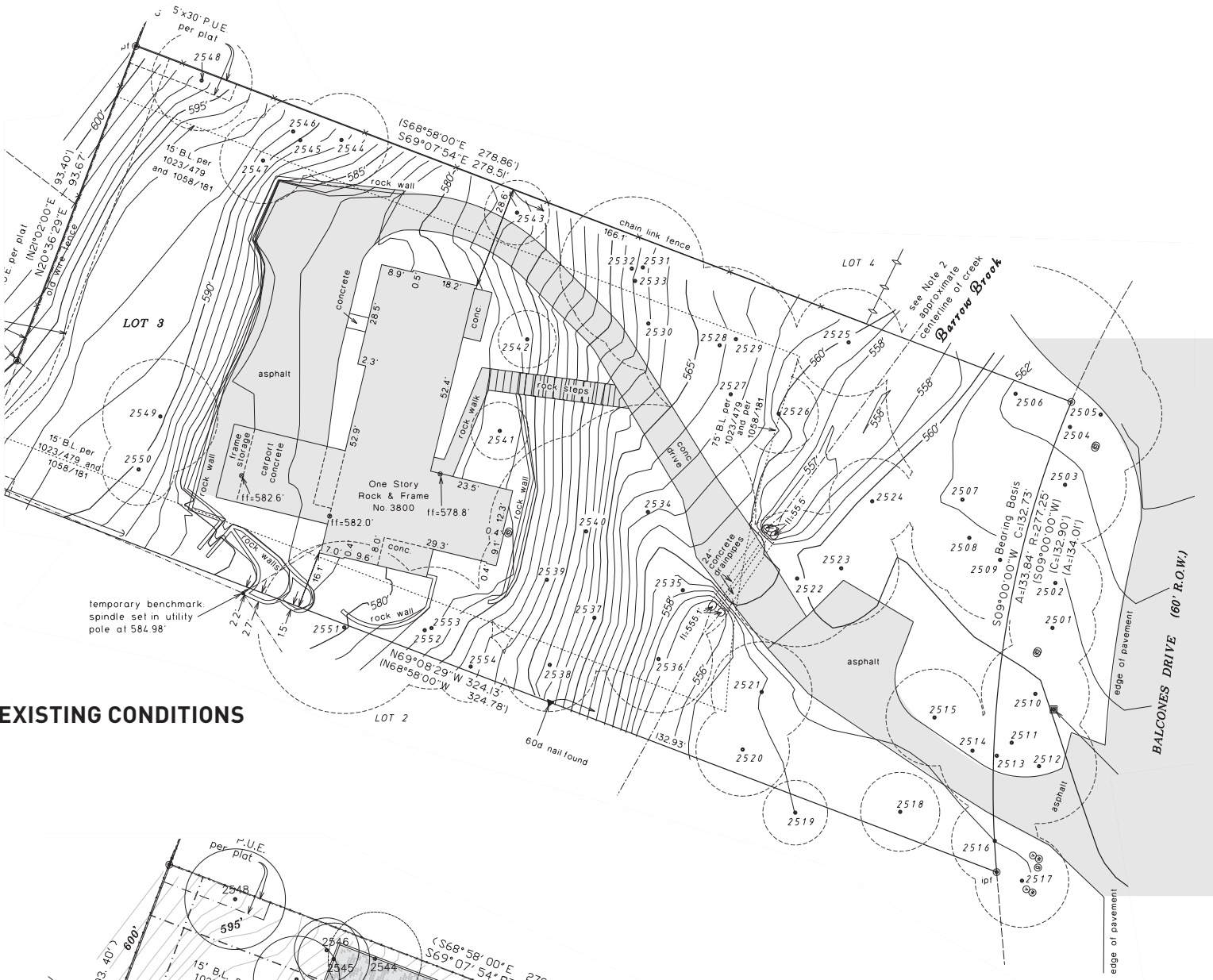
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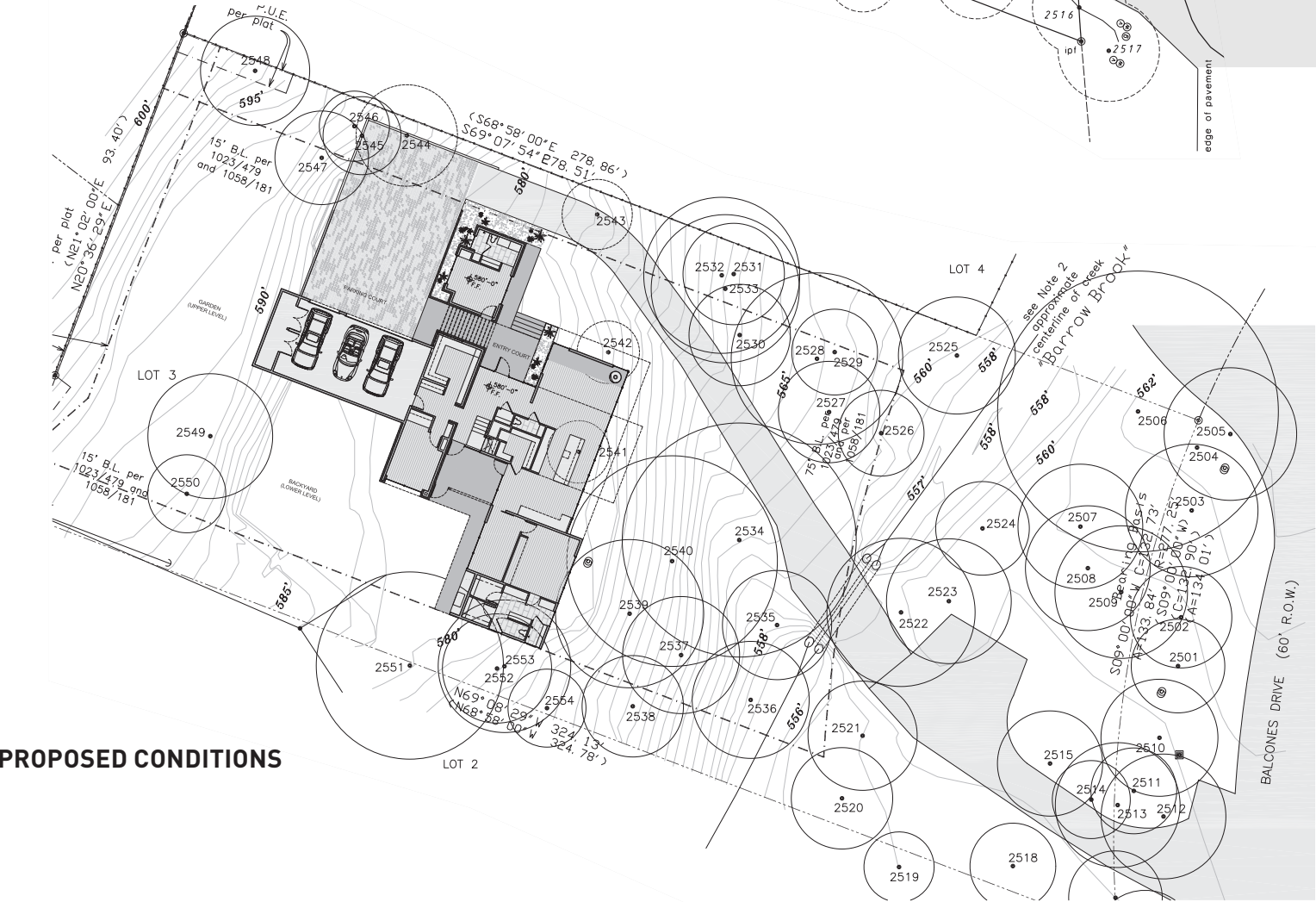
TO BE UPDATED WITH JOB ESTIMATE FROM RANSERVE, INC.

EXISTING + PROPOSED CONDITIONS

Discussion purposes only.
Not for construction.



EXISTING CONDITIONS



PROPOSED CONDITIONS

BALCONES RESIDENCE
3800 Balcones Drive

September 28, 2015

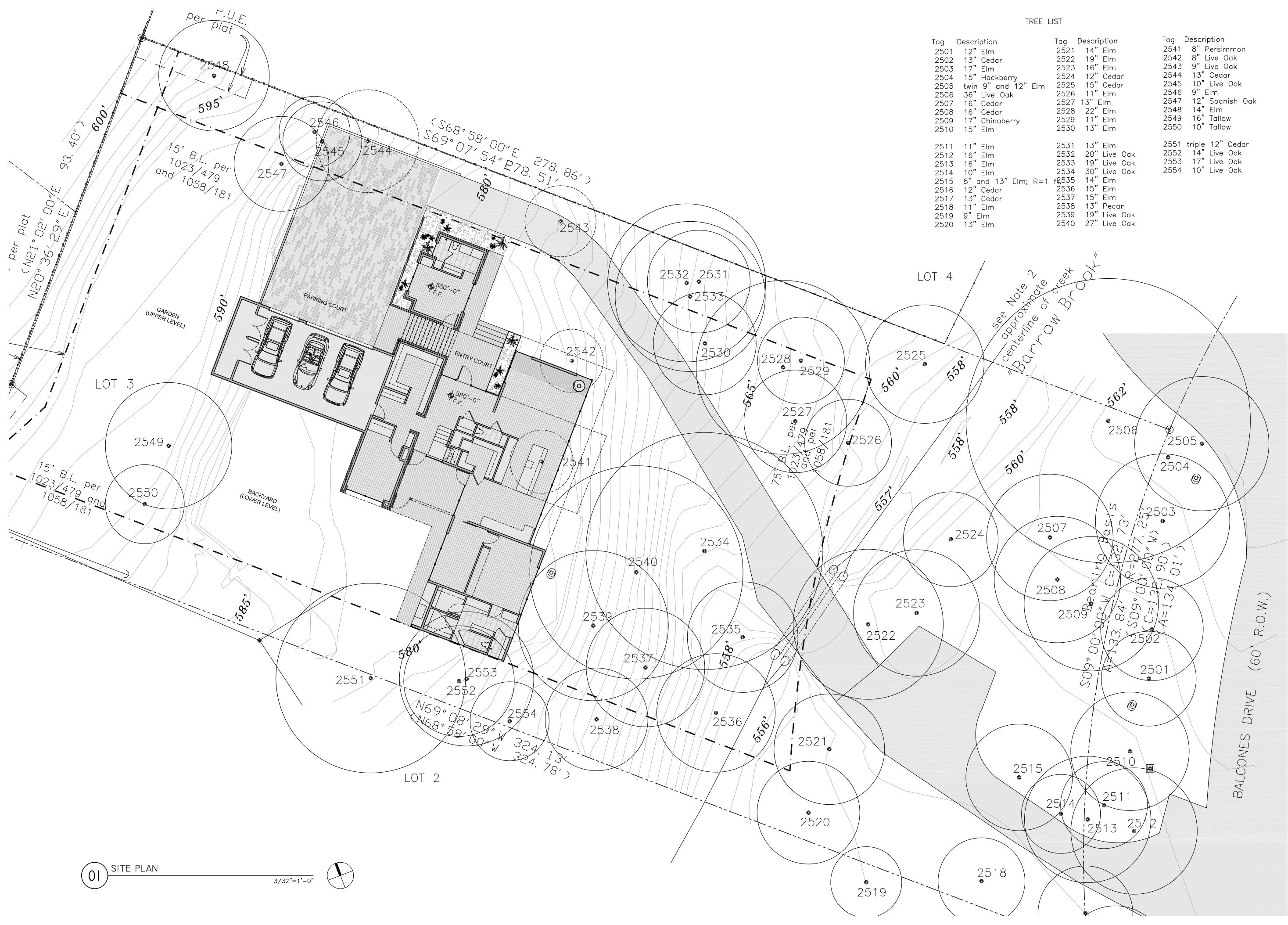


Matt Fajkus Architecture
900 East 6th Street
Suite 100
Austin, Texas 78702

512.432.5137

www.mfarchitecture.com

PROPOSED CONDITIONS



TREE LIST					
Tag	Description	Tag	Description	Tag	Description
2501	12" Elm	2521	14" Elm	2541	8" Persimmon
2502	13" Cedar	2522	19" Elm	2542	8" Live Oak
2503	17" Elm	2523	16" Elm	2543	9" Live Oak
2504	15" Hackberry	2524	12" Cedar	2544	13" Cedar
2505	twin 9" and 12" Elm	2525	15" Cedar	2545	10" Live Oak
2506	36" Live Oak	2526	11" Elm	2546	9" Elm
2507	16" Cedar	2527	13" Elm	2547	12" Spanish Oak
2508	16" Cedar	2528	22" Elm	2548	14" Elm
2509	17" Chinaberry	2529	11" Elm	2549	16" Tallow
2510	15" Elm	2530	13" Elm	2550	10" Tallow
2511	11" Elm	2531	13" Elm	2551	triple 12" Cedar
2512	16" Elm	2532	20" Live Oak	2552	14" Live Oak
2513	16" Elm	2533	19" Live Oak	2553	17" Live Oak
2514	10" Elm	2534	30" Live Oak	2554	10" Live Oak
2515	8" and 13" Elm; R=1	2535	14" Elm		
2516	12" Cedar	2536	15" Elm		
2517	13" Cedar	2537	15" Elm		
2518	11" Elm	2538	13" Pecan		
2519	9" Elm	2539	19" Live Oak		
2520	13" Elm	2540	27" Live Oak		



900 East 6th St.
Suite 100
Austin, TX 78702
TEL : 512 432 5137

www.mfarchitecture.com

BALCONES RESIDENCE

3800 BALCONES DRIVE | AUSTIN, TEXAS | 78731

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PROJECT TITLE

SEAL

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REVISIONS:	
1	
2	
3	
4	
5	

PROJECT NUMBER:
1517

DATE:
09.04.2015

PHASE:
SD

DRAWING TITLE:
SITE PLAN

BALCONES RESIDENCE
3800 BALCONES DRIVE | AUSTIN, TEXAS | 78731

3800 BALCONES DRIVE | AUSTIN, TEXAS | 78731

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PROJECT NUMBER:
1517
DATE:
09.04.2015
PHASE:
SD

DRAWING TITLE:
**FLOOR PLAN
LEVEL 1**

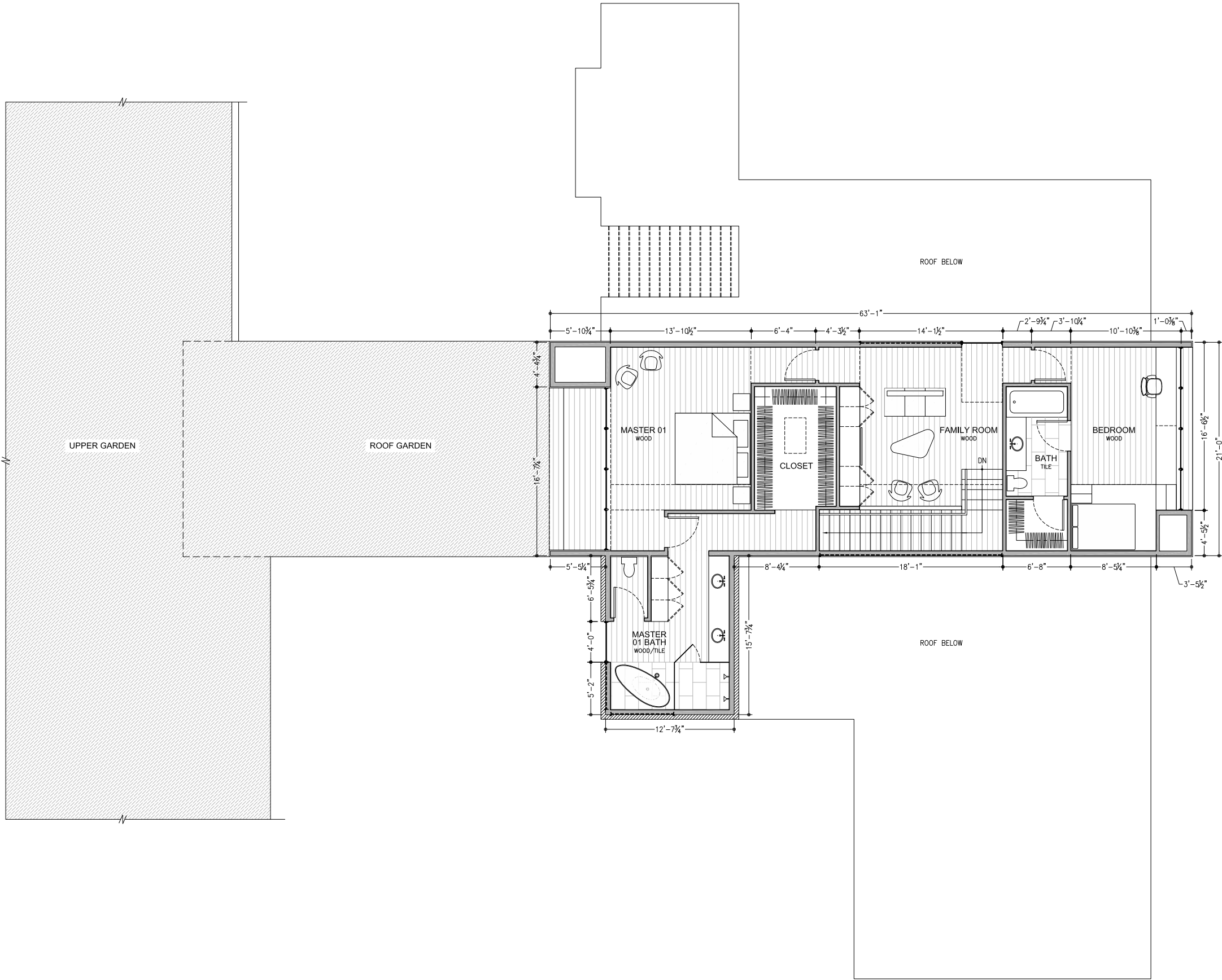
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mfarchitecture



01 FLOOR PLAN: LEVEL 1

$$\overline{3/16'' = 1' - 0''}$$

01 FLOOR PLAN: LEVEL 2 3/16"=1'-0"

REVISIONS:

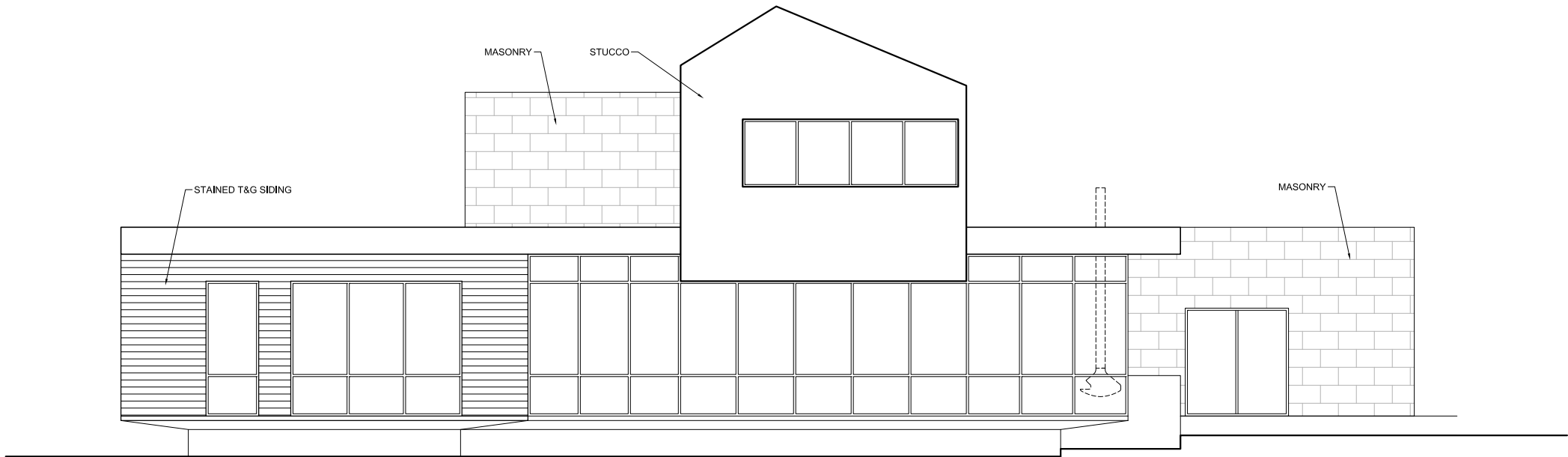
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PROJECT NUMBER:
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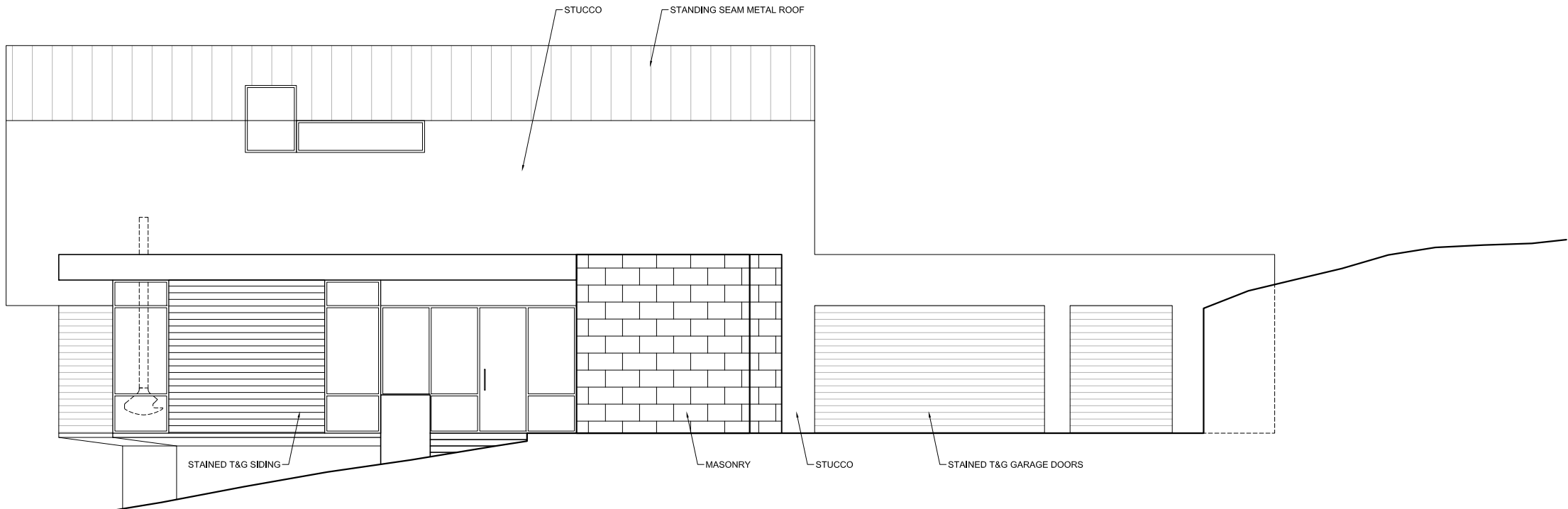
DATE:
09.04.2015

PHASE:
SD

DRAWING TITLE:
**FLOOR PLAN
LEVEL 2**



02 EXTERIOR ELEVATION: EAST
3/16"=1'-0"



01 EXTERIOR ELEVATION: NORTH
3/16"=1'-0"

MATT FAJUS ARCHITECTURE, LLC



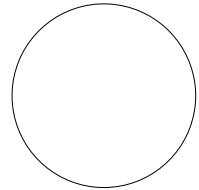
900 East 6th St.
Suite 100
Austin, TX 78702
TEL : 512 432 5137
www.mfarchitecture.com

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PHASE:
SD

DRAWING TITLE:
**FLOOR PLAN
LEVEL 2**

SHEET INFORMATION

A1.2

mfarchitecture

PROPOSED CONDITIONS

Discussion purposes only.
Not for construction.



VIEW FROM DINING ACROSS KITCHEN + LIVING

BALCONES RESIDENCE
3800 Balcones Drive

September 28, 2015



Matt Fajkus Architecture
900 East 6th Street
Suite 100
Austin, Texas 78702

512.432.5137

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