



ABACUS Plumbing, Air Conditioning, and Electrical
 4001 Kendrick Plaza Drive Houston, TX 77032 (713) 812-7070
 This contractor, operating under Master License Alan O'Neill M20628,
 is licensed and regulated to install plumbing in the State of Texas
 by the Texas State Board of Plumbing Examiners,
 929 East 41st Street, P.O. Box 4200, Austin, TX 78765
 1-800-845-6584 ~ TA CLB82488E | TECL 30557

BILL TO

Silvia Gederberg
 3119 Linkwood Drive
 Houston, TX 77025 USA

INVOICE 976420	INVOICE DATE Mar 05, 2024
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JOB ADDRESS

Silvia Gederberg
 3119 Linkwood Drive
 Houston, TX 77025 USA

Completed Date: 3/8/2024
Technician: I2 Saul Flores
Technician: I2a Isaac Garza
Technician: I6a -Terrence Guidry
Technician: Jacob Davis
Payment Term: Due Upon Receipt
Due Date: 3/5/2024

DESCRIPTION OF WORK

This job consists of digging under the foundation to remove the cast iron pipe and install PVC with hangers, to support the new pipe.
 Tub drain and toilet drain will be replaced.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
TUN0006-5.50	Tunnel up to 5' maximum 3 fixtures Excavate up to 5' of tunnel under the home to make repairs up to 3 fixtures. includes one access pit in regular soil. root charges, concrete access or other extras not included. Includes permit and engineer letter for regular excavations. some excavations may need additional documents that are outlined in other pricing. Not responsible for landscaping. better option for repairing sewer under a slab up to 5' maximum 3 fixtures MPT:0.000000	1.00	\$6,466.00	\$6,466.00
SEW0024	Sewer Replacement 4" PVC per foot Add on per foot of of drain line repair. Does not include root charges	25.00	\$151.00	\$3,775.00

or concrete etc..

Better solution replace sewer add on per foot up to 5' deep

MPT:0.000000

10 year warranty on repairs parts and labor.

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MPT:0.000000

10 year warranty on repairs parts and labor.

PAID ON	TYPE	MEMO	AMOUNT
2/13/2024	Check - ACH	chk 5230	\$3,233.00
2/13/2024	Check - Check Capture Mobile		\$1,887.00
3/8/2024	Check - Check Capture Mobile		\$8,896.00

POTENTIAL SAVINGS	\$910.79
SUB-TOTAL	\$14,016.00
TAX	\$0.00
TOTAL DUE	\$14,016.00
PAYMENT	\$14,016.00
BALANCE DUE	\$0.00

You Can Count On Us!

CUSTOMER AUTHORIZATION

WORK AUTHORIZATION

TO PROCEED WITH DIAGNOSIS / SOLUTION

I, the undersigned, am owner/authorized representative / tenant of Silvia Gederberg the premises at which the work for the amount of \$14,016.00 mentioned above is to be done. I

hereby authorize you to perform Diagnosis/Solution, and to use such labor and materials as you deem advisable. A monthly service of

1.5% will be added after 30 days, up to \$1,000. I agree to pay reasonable attorney's fees and court costs in the event of legal action. If my check is returned for insufficient funds, I could be liable for up to three times the amount of the check or \$100, whichever is more, plus the face value of the check and court costs. I have read and agree to all the terms and conditions set forth in Terms below and have received a copy of the contract and Notice to Owner. Terms and Conditions.

Membership Billing Authorization

Payment Information

Customer hereby authorizes Abacus Plumbing, HVAC & Electrical to charge their account the amount listed on above invoice

for agreed upon membership service, each year on the anniversary of the membership sale.
Credit Card or Checking Account (ACH) will be the agreed upon payment terms for annual membership.

Terms and Conditions

Customer authorizes their account to be charged annually in the amount listed above, unless they notify Abacus in writing that they wish to cancel the membership. Abacus will notify the customer at least 15 days in advance of charging their credit card or bank account (ACH). Memberships cannot be refunded if the customer has already received a membership discount on goods or services rendered, received a membership inspection, or received member coupons. Customer acknowledges that they are an authorized user of the account being charged, and will not dispute charges herein authorized on the account.

Homeowners have the rights, within 3 business days after closing, rescind this contract without penalty or charge. Notice of right to cancel under regulation, the owner, may cancel this transaction in writing at any time prior to 5 pm of the third business day from the date of this transaction.

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I HEREBY AUTHORIZE YOU TO PROCEED WITH THE DESCRIBED WORK:

NOTICE TO OWNER

Under the Texas Mechanic's and Materialman's Lien Law any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. A Lien may be placed on your property if any person furnishing material or labor executes a written contract that sets for the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Lien Affidavit". A Lien Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project.

TERMS AND CONDITIONS

Responsibilities of customer:

Customer agrees to hold Abacus Plumbing, Air Conditioning & Electrical harmless for the discovery of any of the following defective conditions:

1. Improper or faulty plumbing
2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken
5. Existing illegal conditions
6. Defective Roofing
7. Existing mold

Customer is required at their expense to do all work and other acts to meet all conditions necessary to allow Abacus Plumbing, Air Conditioning & Electrical to complete the work as provided in this agreement.

Responsibilities of Abacus Plumbing, Air Conditioning & Electrical - conditions and limitations

Abacus Plumbing, Air Conditioning & Electrical shall do all work in a good workmanlike manner. Abacus Plumbing, Air Conditioning & Electrical is not responsible for any existing illegal conditions or mold conditions.

Limited warranty

Abacus Plumbing, Air Conditioning & Electrical warrants its work to be free from defects in material and workmanship for the warranty period of one (1) year from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferrable. If a defect in materials or workmanship covered by this warranty occurs, Abacus Plumbing, Air Conditioning & Electrical will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Abacus Plumbing, Air Conditioning & Electrical be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance notify Abacus Plumbing, Air Conditioning & Electrical of any defect of claims for breach at the address and telephone on the face hereof.

"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 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 normal warranty service, 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 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 by Section 77.004 of the Texas Property Code."

Exclusions and limitations: customer's right to repair and replacement are the exclusive remedies and Abacus Plumbing, Air Conditioning & Electrical shall not be liable for incidental or consequential damages resulting from the materials provided for in this contract.

Abacus Plumbing, Air Conditioning & Electrical is not responsible for the following which are excluded from the coverage of this limited warranty:

1. Mold or defective conditions listed under the above "Responsibilities of customer".
2. Work performed by or materials installed by others not in this agreement.
3. Defects and failures from mistreatment or neglect.

This limited warranty is the only express warranty Abacus Plumbing, Air Conditioning & Electrical gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose, are limited to a duration of ninety (90) days from the date of completion.

Protection of customer's property

Customer agrees to remove or protect any personal property, inside and out, including but not limited to, carpets, rugs, shrubs, and planting, and Abacus Plumbing, Air Conditioning & Electrical shall not be responsible for said items. Nor shall Abacus Plumbing, Air Conditioning & Electrical be held responsible for the natural consequences of Abacus Plumbing, Air Conditioning & Electricals' work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

Abacus Plumbing, Air Conditioning & Electrical shall not be held responsible for damage to personal property, real property, or an improvements to real property caused by persons delivering materials or equipment or keeping gates and doors closed for children and animals.

Entire agreement

This is the entire agreement. The parties are not bound by any oral expression or representation by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns.

Abacus Plumbing, Air Conditioning & Electrical will not provide an itemized breakdown of materials and labor for flat rate prices work. However, Abacus Plumbing, Air Conditioning & Electrical will provide an itemized list of all materials used to perform the necessary repair only upon request.

Sign here

Date 2/14/2024

CUSTOMER ACKNOWLEDGEMENT

ACCEPTANCE OF WORK PERFORMED from ABACUS Plumbing, Air Conditioning and Electrical

I accept the service and materials rendered and installed in connection with the work mentioned to have been completed in a satisfactory manner. I agree that the \$14,016.00 amount set forth on this contract in the space labeled "TOTAL" to be the total and complete at rate / minimum charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1.5% will be added after 30 days. I acknowledge that I have read and received a legible copy of this contract and have read the NOTICE to OWNER Terms and Conditions.

NOTICE TO OWNER

Under the Texas Mechanic's and Materialman's Lien Law any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. A Lien may be placed on your property if any person furnishing material or labor executes a written contract that sets for the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Lien Affidavit". A Lien Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have a a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project.

TERMS AND CONDITIONS

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1. Improper or faulty plumbing

2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken
5. Existing illegal conditions
6. Defective Roofing
7. Existing mold

Customer is required at their expense to do all work and other acts to meet all conditions necessary to allow Abacus Plumbing, Air Conditioning & Electrical to complete the work as provided in this agreement.

Responsibilities of Abacus Plumbing, Air Conditioning & Electrical - conditions and limitations

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Exclusions and limitations: customer's right to repair and replacement are the exclusive remedies and Abacus Plumbing, Air Conditioning & Electrical shall not be liable for incidental or consequential damages resulting from the materials provided for in this contract.

Abacus Plumbing, Air Conditioning & Electrical is not responsible for the following which are excluded from the coverage of this limited warranty:

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WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose, are limited to a duration of ninety (90) days from the date of completion.

Protection of customer's property

Customer agrees to remove or protect any personal property, inside and out, including but not limited to, carpets, rugs, shrubs, and planting, and Abacus Plumbing, Air Conditioning & Electrical shall not be responsible for said items. Nor shall Abacus Plumbing, Air Conditioning & Electrical be held responsible for the natural consequences of Abacus Plumbing, Air Conditioning & Electricals' work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

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This contractor, operating under Texas Air Conditioning License #31525E. Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 • 1-512-463-6599 www.tdlr.texas.gov

This contractor, operating under Texas Electrical Contractor License #39119. Regulated by the Texas Department of Licensing and Regulation, P.O. box 12157, Austin, Texas 78711 1-800-803-9202 • 1-512-463-6599 www.tdlr.texas.gov