

# DU-WEST FOUNDATION REPAIR

REF: 6061078

This agreement is made and entered into this 25 day of JULY, A. D. 2006 by and between: RICKS  
AND MARSHA of the County of HARRIS; and the State of Texas, Party of the First  
LAURA MUCKELROY Part, hereinafter termed Owner, and Du-West Inc., Party of the Second Part, hereinafter termed Contractor.

**WITNESSETH**

In exchange for the Owner's promises and agreements described below, the Contractor agrees to underpin and raise sections of the foundation as shown in the drawing below. The surface known locally as 906 FLEETWOOD in the City of BAYTOWN State of Texas, Zip Code 77520

13	<input checked="" type="checkbox"/> Perimeter Piles	\$ 5395
	<input checked="" type="checkbox"/> Interior Piles by Tunneling	\$
12	<input checked="" type="checkbox"/> Perimeter Concrete Breakouts	\$ 5400
	<input type="checkbox"/> Interior Piles Breaking Thru Floor	\$
	<input checked="" type="checkbox"/> Existing Piles/Piers to be Reshimmed	\$
	Tunneling	\$
	Static Test	\$ 250
	Permit	\$ 50
	Engineer Fee	\$
	<b>Total</b>	<b>\$ 11,095</b>

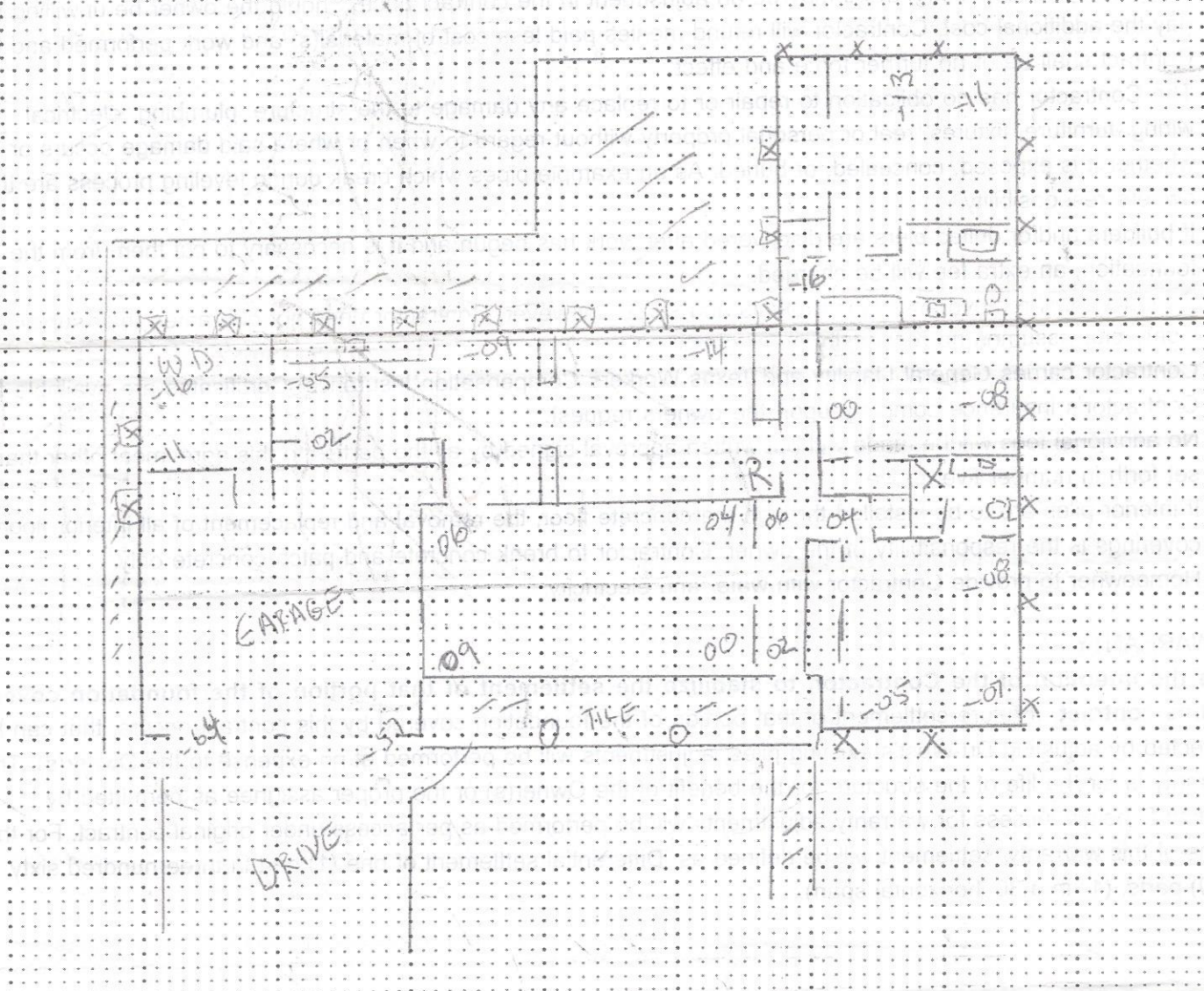
Home # 281-422-0882 Work # 713-306-7382  
 Fax # \_\_\_\_\_ Mobile # 713-306-7382

Estimator's Name HERB  
 Key Map 501 X

Stories	<input checked="" type="radio"/> 1	<input type="radio"/> 1½	<input type="radio"/> 2
WF	<input checked="" type="radio"/> BV	<input type="radio"/> BV/WF	
Other:	_____		

**Prices Reflects 5% Cash Discount Financing Available W.A.C.**

STATIC TEST ON WASTE WATER SYSTEM 250 SINGLE EXIT  
 PRICE GOOD ONLY IF LOCATION OF CLEAN OUT IS KNOWN



Payment of ELEVEN THOUSAND AND NINETY FIVE \$ 11,095.00  
 is required to be paid as follows: One-half (1/2) is due at the time work begins. Balance is due upon completion. Any amounts remaining unpaid after completion shall accrue interest at rate of 12% per annum or the highest rate allowed by law whichever is less. **No oral representation made by anyone can change or modify this agreement.**  
 The above prices, specifications and conditions are satisfactory and are hereby accepted.

**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 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 by Section 27.004 of the Texas Property Code.**

By: \_\_\_\_\_ Du-West Inc.  
 Date: 8-16-06



Owner: Marsha Ricks  
 Owner: Laura Muckelroy  
 Date: August 16, 2006

**Signature Acknowledges the Awareness and Acceptance of the terms and conditions on both sides of the page.**

**CONTRACT NOT VALID UNLESS SIGNED BY BOTH OWNER(S) AND CONTRACTOR**

HOUSTON/PASADENA 713-473-7156 • TOLL FREE 1-800-457-2966 • CORPUS CHRISTI 361-883-2225 • DALLAS 972-406-0912  
 FT. WORTH METRO 817-261-1070 • SAN ANTONIO 210-658-0911 • AUSTIN 512-407-8313 • VICTORIA 361-576-0848

**CUSTOMER COPY - CONTRACT**