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This agreement is made and entered into this 11 day of MAY, A. D. 2018 by and between; [Redacted] of the County of Harris; and the State of Texas, Party of the First

Part, hereinafter termed Owner, and Du-West Construction 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 attached drawing. The surface known locally as 4810 Widge Wood in the City of Dellaire State of Texas, Zip Code _____

<input checked="" type="checkbox"/>	Perimeter Piles	\$ 12,840.00
<input type="checkbox"/>	Piles by Tunneling	\$
<input checked="" type="checkbox"/>	Perimeter Concrete Breakouts	\$ 588.00
<input checked="" type="checkbox"/>	Interior Piles Breaking Thru Floor	\$ 1,977.00
<input type="checkbox"/>	Existing Piles/Piers to be Reshimmed	\$
<input type="checkbox"/>	Tunneling	\$
<input type="checkbox"/>	Pre & Post Static Test	\$ 350.00
<input type="checkbox"/>	Permit	\$ 200.00
<input type="checkbox"/>	Engineer Fee	\$ 200.00
<input type="checkbox"/>	Total	\$ 22,155.00

Home # [Redacted] Work # _____
 Fax # _____ Mobile # _____
 Email _____
 Estimator's Name [Redacted]
 Key Map _____

Stories	<u>70</u>	1 1/2	2
WF	BV	BV/WF	
Other:			

Financing Available W.A.C.

A. SPECIFICATIONS

5% cash or check Discard 721,045.00

- The material used in the installation of the precast piling shall be a minimum of 3000 psi at 28 days.
- Pilings will be installed at the approximate location specified by the Contractor or Engineer.
- Pilings will be driven hydraulically to the depth necessary to develop skin friction to lift the foundation, or until the pilings encounter rock or other strata capable of supporting the foundation.
- After the pilings have been driven, a steel reinforcement will be installed through the center of the piling. Then, a precast concrete cap will be installed and the jacking or raising continued until, at the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.
- Leveling and or tunneling can create voids under the slab. Contractor does not fill the void as to allow the soil room to expand and contract, leaving the support for the foundation on the underpinning rather than the active moving soils. It is homeowner's responsibility to maintain proper drainage away from the foundation to avoid moisture collecting under the slab.

B. GENERAL CONDITIONS

- The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as practically possible.
- Stabilizing the foundation may reverse the damage already done to the foundation and structure and may cause or create new damage by movement or lack of movement.
- If after work has begun, it is determined in the sole discretion of the contractor, that the foundation has been constructed of substandard materials, or is of inadequate structural strength to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price. Should the owner be unwilling to pay the additional cost, Contractor will refund monies paid less cost of material(s) and work performed and this Contract shall be of no further force and effect.
- The Contractor has no obligation to repair or to replace any damage to the structure, plumbing, electrical wiring, furniture, fixtures, real or personal property without regard to when or where said damage occurs or whether it is exposed, concealed, or buried. As an example pipes which break during the leveling process are the owners responsibility.
- If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them from the foundation, an extra fee will be charged.
- Contractor will remove and replant plants and shrubs however, Contractor does not guarantee their survival. Contractor assumes no responsibility for grass.
- Contractor carries General Liability and Texas Workers Compensation Insurance. Certificates are available from Contractor's insurance company upon the owners request.
- No additional fees will be made without written approval signed by all the parties to this agreement other than as set forth in number five above.
- If interior piles are to be installed through the concrete floor, the removal and replacement of all interior floor coverings is the responsibility of the owner. Contractor to break concrete and patch concrete only.
- Property owner to provide Contractor with required water and electricity.

C. WARRANTY

It is the intention of the Contractor, to stabilize the settlement of that portion of the foundation covered by this contract. If future settlement of that portion of the foundation covered by this contract occurs that can be corrected by adjusting existing piles, adjustments will be performed at no expense to the Owner or future Owner provided that all provisions of this agreement have been met. This warranty is for the life of the structure for the benefit of the Owner or Owners proper assignee as permitted by Section D below. Access for warranty adjustments will be performed as per access under original contract. For the terms of this warranty, settlement will be defined as: Differential settlement of one (1) part in three hundred sixty (360) parts. (Example's: 1" in 30' horizontal span or 1/2" in 15' horizontal span etc.) Existing piers or piles are not covered by this warranty.

D. ASSIGNMENT

This agreement is assignable by the Owner of this contract if Contractor is paid a \$100.00 transfer fee within (30) days after the sale of the premises.

Payment of _____ \$ _____ 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 con-