



ULTRA PILE CONTRACT

REF: 27307
27920

This agreement is made and entered into this 9 day of JAN. A. D. 20 12 by and between; SCOTT LINETTE
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 6015 Majesty Hill Ct in the City of Kingswood
State of Texas, Zip Code 77345

58	X Perimeter Piles	\$ 25594
23	X Piles by Tunneling	\$ 11339
24	X Perimeter Concrete Breakouts	\$ 708
	△ Interior Piles Breaking Thru Floor	\$
	● Existing Piles/Piers to be Reshimmed	\$
/	Tunneling	\$ 19734
/	Pre & Post Static Test	\$ 310
/	Permit	\$ 525
	Engineer Fee	\$ 225
	Total	\$ 61285

Home # 281-812-9628 Work # _____
Fax # _____ Mobile # _____
Email _____
Estimator's Name Eddie Stokes
Key Map _____

Stories	1	1 1/2	<input checked="" type="checkbox"/>
WF	(BV)	BV/WF	
Other:			

Financing Available W.A.C.

A. SPECIFICATIONS

- 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 SIXTEEN THOUSAND TWO HUNDRED EIGHTY FIVE \$ 16285
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: _____
Date: _____

Du-West Construction Inc.



Owner: Scott R. Linette
Owner: [Signature]
Date: 01/09/2012

Signature Acknowledges the Awareness and Acceptance of the terms and conditions.

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



510 W. Pasadena Frwy. (Hwy 225); Pasadena, TX 77506 Off: 713-473-7156 Fax: 713-473-7359 Toll Free: 1-800-457-2966

To be completed at the time of sale and mailed, within thirty days after closing, along with the \$100.00 transfer fee and a photocopy of the General Warranty Deed from Closing to: Du-West Foundation Repair, 510 W. Pasadena Fwy., Pasadena, TX 77506.

DU-WEST FOUNDATION REPAIR REASSIGNMENT OF WARRANTY

This is to certify that on: _____, 20 _____ title to the property known as: **6015 Majestic Hill Crt.** in the city of **Kingwood** State of **TEXAS, 77345** as or will be transferred from **Scott Linette** to _____.

New Owner(s) Phone Numbers:

Mr./Mrs.	Mr./Mrs.
(H/W/M) Phone: _____	(H/W/M) Phone: _____
(H/W/M) Phone: _____	(H/W/M) Phone: _____

Executed this _____ day of: _____ 20 _____

(Seller)

(Buyer)

(Seller)

(Buyer)

This instrument was acknowledged before me on this _____ day of _____, 20 _____, by _____.

Notary Public in and for the State of:

My commission expires: _____



510 W. Pasadena Frwy. (Hwy 225); Pasadena, TX 77506 Off: 713-473-7156 Fax: 713-473-7359 Toll Free: 1-800-457-2966

December 28, 2012

Scott Linette
6015 Majestic Hill Crt.
Kingwood, TX 77345

To whom it may concern,

I am enclosing a warranty transfer form. If and when your property is sold this form should be filled out at the time of closing. Please keep this and your foundation repair contract/warranty with your other important home records. Included are the instructions on what you need to do when transferring the warranty of your property:

- **There is a \$100.00 fee for transferring the warranty.**
- **At the time of closing the new homeowner will receive a *General Warranty Deed*, showing the previous owner, new owner and property address. Within the thirty days we will need a copy of this document.**
- **We would like to have the new property owner's phone numbers to update our files.**
- **Please have information completed and mailed to the return address above attention Warranty Department.**

Please allow up to thirty days for the new property owner to receive the certificate. Please make the new property owner aware of this. We appreciate your time and hope this will answer any and all your questions. If there is anything else that you are concerned about please feel free to give me a call at (713) 473-7156.

Thank you,

Warranty Department
Du-West Representative

Du-West Foundation Repair

Foundation Repair Warranty

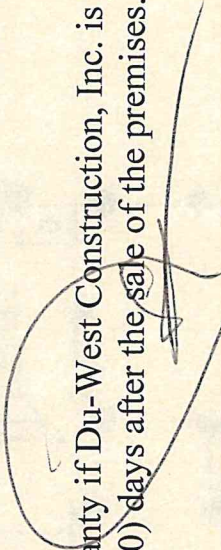
Assigned to **Scott Linette** structure located at **6015 Majestic Hill Ct.** in the city of **Kingwood** in the state of **Texas, 77345.**

It is the intention of Du-West Construction, Inc., to stabilize the settlement of that portion of the foundation covered by this warranty. If future settlement of that portion of the foundation covered by this warranty occurs, that can be corrected by adjusting Du-West's existing piles (see attached pile locations) adjustments will be performed at no expense to the Owner(s). This warranty is for the life of the structure for the benefit of the Owner(s) or the proper assignee as permitted by Assignment Section 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 (1" in 30' horizontal span).

ASSIGNMENT

This agreement is assignable by the Owner(s) of this warranty if Du-West Construction, Inc. is paid a \$100.00 transfer fee and assignment information within (30) days after the sale of the premises.



Du-West Construction Inc.

- 6015 Majestic Hill Ct.
Kingwood, TX 77345
- 65 Exterior Piles Completed 08/10/2012
 - 23 Interior Piles Completed 08/10/2012

