



www.du-west.com/

Customerservice@Du-West.com

Houston – (713) 473-7156 Dallas – (972) 406-0912

Corpus Christi – (361) 883-2225 Victoria – (361) 576-0848

Ft Worth – (817) 261-1070

510 W Pasadena Freeway Frontage Rd

Pasadena, Texas, 77506

Agreement / Contract

This agreement is made and entered into this 30th day of August 2024, by and between Vena Brondel of the county of Fort Bend, 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.

In exchange for the Owner's promised and agreements described below, the Contractor agrees to provide the work as described below at the surface known locally as 4103 Stone Edge Court in the City of Sugar Land State of Texas, Zip Code 77479.

Owner's Contact

Vena Brondel
(281) 382-2078
catherinemcfarlandcpa@gmail.com /
vbrond@comcast.net
4103 Stone Edge Court
Sugar Land, Fort Bend, TX 77479

Estimator

jeremy
832-473-9941
jeremy@du-west.com

Product List

Description	Quantity	Amount
Break out for perimeter pile	3	\$204.00
Engineering - Houston Branch	1	\$150.00
Interior by tunnel		\$11,198.00
Base Price: Solid pile	22	
Perimeter Pile		\$8,144.00
Base Price: Solid pile	16	
Permit - Houston Branch		\$497.00
Base Price:	1	
Additional \$5 for every \$1,000 of total project cost:	47	
Static Test		\$400.00
Base Price:	1	
Tunnel for Interior Pile		\$27,060.00
3"x3" tunnel		
Ultra or Solid tunnel: Solid Pile Tunnel	132 ft	
#3 Rebar or cable for pilings		\$1,900.00
Subtotal		\$49,553.00
Discount		JB -\$1,900.00
Total		\$47,653.00

Payment

Balance

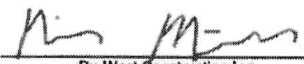
\$47,653.00

Payment Terms:

Payment for services to be paid: (50%) \$23,826.50 due at the time work begins, (35%) \$16,678.55 due once backfill is complete, not including, any access remaining open at customers request for plumbing, (15%) \$7,147.95 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, attached specifications and conditions are satisfactory and are hereby accepted.

This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of the chapter may affect your right to recover damages 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 existing warranty service, you must provide notice regarding the defect to the contractor by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Contractor, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004, Texas Property Code.

 Du-West Construction Inc. By: <u>Nick Miihlbach</u> Date: <u>08/30/2024</u>	Signed by:  Owner: <u>FD0762625D734A0...</u> Vena Brondel Owner: _____ Date: <u>9/4/2024</u>
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Signature Acknowledges the Awareness and Acceptance of the terms and conditions..

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

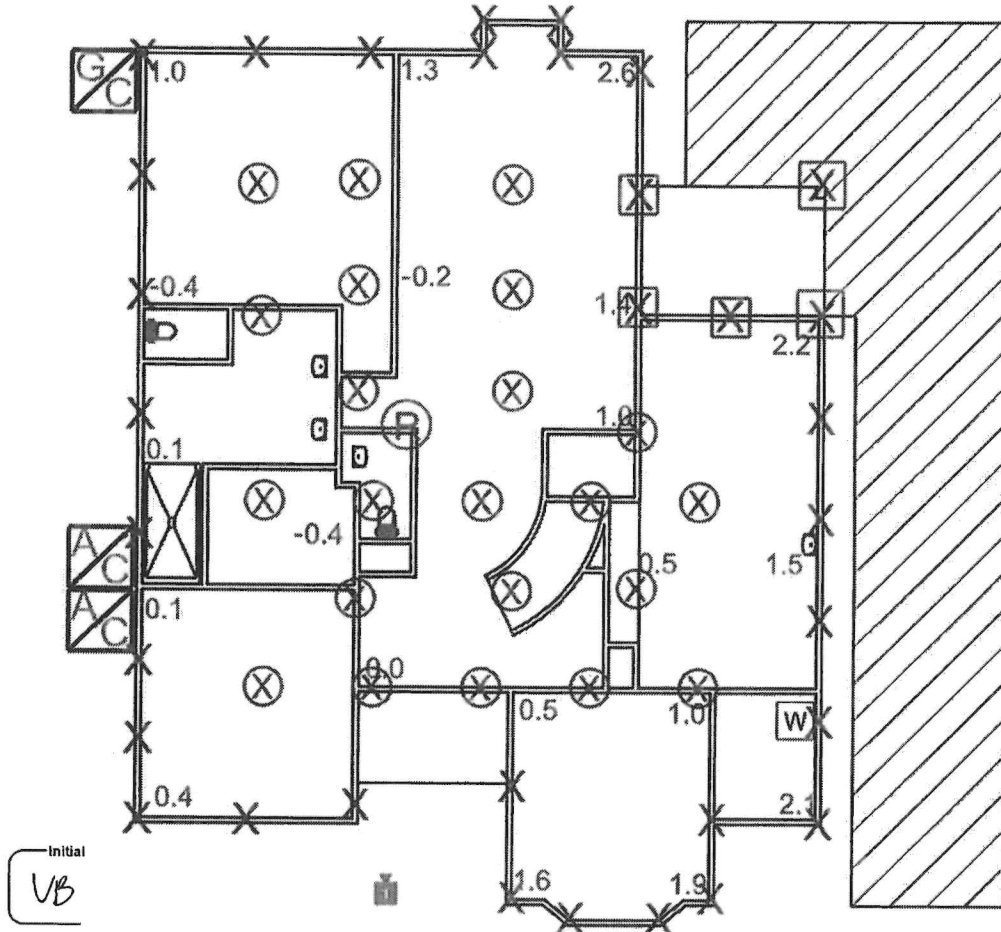
Additional Information

Products Not Included (Recommendation Only)

This page is for informational purposes only and in no way is it stating the below recommendations are required or needed.

Description	Quantity	Amount
Break out for perimeter pile	2	\$136.00
Perimeter Pile		\$8,653.00
Base Price: Solid pile	17	
Subtotal		\$8,789.00

Detail Plan



All pilings to have #3 rebar or cable installed.
Pilings in RED recommendation only. See "recommendation only" page.

Legend	
☐ Break out for perimeter pile	X Interior by tunnel
X Perimeter Pile	



1 - 1



A. SPECIFICATIONS

1. The material used in the installation of the piles will be 6 inch diameter precast concrete and be a minimum of 5,000 psi at 28 days and/or steel pipe 2 7/8 inch diameter
2. Pilings will be installed at the approximate location specified by the Contractor or Engineer.
3. 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.
4. After the pilings have been driven, 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.
5. 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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Contractor will remove and replant plants and shrubs however, Contractor does not guarantee their survival. Contractor assumes no responsibility for grass.
7. Contractor carries General Liability and Texas Workers Compensation Insurance. Certificates are available from Contractor's insurance company upon the owners request.
8. 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.
9. 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.
10. Property owner to provide Contractor with required water and electricity.



C. WARRANTY

- ☐ **ULTRA PILE:** 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 12" in 15' horizontal span etc.) Existing piers or piles are not covered by this warranty.

\$ 61,680

By: _____

- ☒ **SOLID PILE:** 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 for a period of (3) three years from completion of installation provided that all provisions of this agreement have been met. This full warranty is for (3) three years for the benefit of the Owner or Owners proper assignee as permitted by Section D below. After the period of (3) three years, Owner or Owners assignee will be under a renewable yearly service agreement. 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.

\$ 47,653

By: _____

Signed by:

Vena Brondel

FD0762625D734A0

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 sales of the premises.

By: Owner _____

Signed by:

Vena Brondel

FD0762625D734A0

Vena Brondel 19/4/2024



Solid pile 3 year warranty & Service Agreement

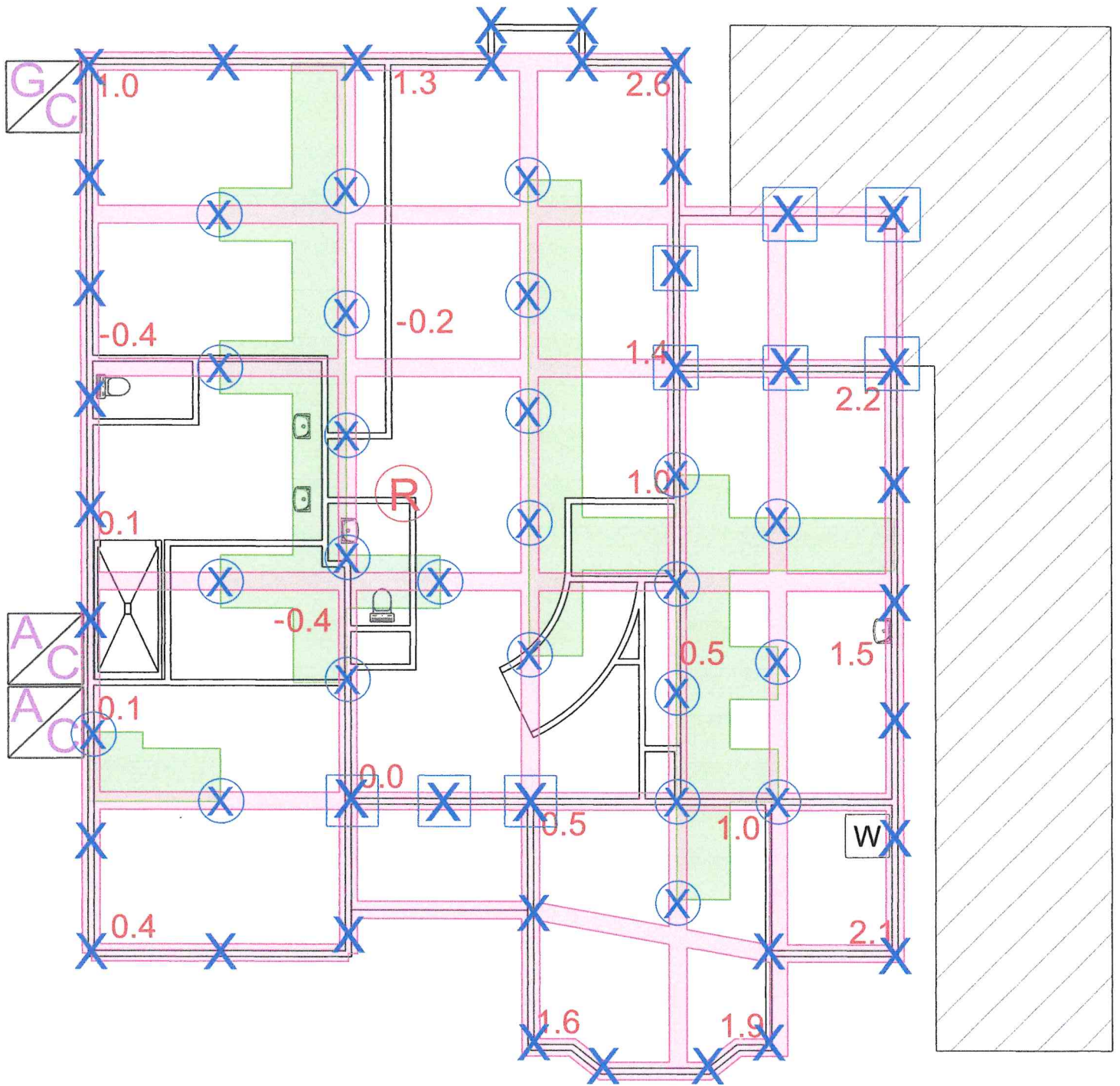
1. During the first (3) three years, if any addition adjustments are necessary on existing work, Du-West will complete the adjustments at no charge using the same access points of the original installation. After the third year, at no charge, the property owner will be contacted and offered the option to enroll in the Du-West renewable yearly service agreement.
2. After the 3 year warranty has expired, the yearly fee for the Service Agreement shall be \$250.00 and includes the following.
 - a. Included in the renewal of the Yearly Service Agreement is a complete foundation evaluation of your home and its surrounding property. The evaluation includes a complete drawing of the home with elevation readings and a review of the surrounding property. As a part of this evaluation, Du-West will provide maintenance recommendations.
 - b. If adjustments are needed, they will be performed at the discounted rate of \$175.00 per pile to adjust, \$65.00 each for perimeter breakout, \$190 for interior break thru floor, and \$195.00 per foot to reopening tunneling that was performed during the original installation. All costs are based on 2023 pricing and will be adjusted accordingly for future price increases.
 - c. If the property owner elects to have area's tunneled under the foundation that were not originally tunneled, it will be charged at \$195.00 per foot or the current market rate for solid piles.
3. Once the above is completed, the Service Agreement will take effect for one year.
4. Each year the property owner will be contacted prior to the anniversary date of the Service Agreement and provided the option to renew at a cost \$250.00.



Du-West Construction, Inc.
By: Nick Miihlbach
Date: 08/30/2024

Signed by:


Owner: Vena Brondel
FD0762625D734A0
Owner: _____
Date: 9/4/2024



Legend	
Break out for perimeter pile	X Interior by tunnel
X Perimeter Pile	



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 or Deed of Trust from Closing** to:
Du-West Foundation Repair, 510 W. Pasadena Frwy. Pasadena, TX 77506.

DU-WEST FOUNDATION REPAIR
REASSIGNMENT OF Limited Solid Pile-WARRANTY
(Warranty Valid for 3 years: 10/01/2024 thru 10/01/2027 – Solid Piles)

This is to certify that on: _____, 20____ title to the property known
as: **4103 Stone Edge Court** in the city of **Sugar Land**, State of **TEXAS 77479** as or will be
transferred from **Venda Brodel** to: _____

New Owner(s) Phone Numbers:

Mr./Mrs.

(H/W/M) Phone: _____

(H/W/M) Phone: _____

Mr./Mrs.

(H/W/M) Phone: _____

(H/W/M) Phone: _____

E-Mail Address: _____

(Buyer's signature)

(Buyer's signature)



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

April 10, 2025

**Venda Brodel
4103 Stone Edge Court
Sugar Land, TX 77479**

To whom it may concern,

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 will be needed when transferring the warranty of your property:

- **There is a \$100.00 fee for transferring the warranty-3 year Warranty (Solid Piles).**
Warranty valid from: 10/01/2024 thru 10/01/2027
- **At the time of closing the new homeowner will receive a General Warranty Deed, showing the previous owner, new owner and property address. Within 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 the information completed and mailed to the return address above attention Warranty Department.**

Please allow up to forty-five to ninety working days for the new property owner to receive the certificate.

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,

A handwritten signature in black ink, reading 'Lettie Dutton'. The signature is written in a cursive, flowing style.

Warranty Department
Du-West Representative



www.du-west.com/

Customerservice@Du-West.com

Houston – (713) 473-7156 Dallas – (972) 406-0912

Corpus Christi – (361) 883-2225 Victoria – (361) 576-0848

Ft Worth – (817) 261-1070

510 W Pasadena Freeway Frontage Rd

Pasadena, Texas, 77506

Agreement / Contract

This agreement is made and entered into this 4th day of October 2024, by and between Vena Brondel of the county of Fort Bend, 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.

In exchange for the Owner’s promised and agreements described below, the Contractor agrees to provide the work as described below at the surface known locally as 4103 Stone Edge Court in the City of Sugar Land State of Texas, Zip Code 77479.

Owner’s Contact

Vena Brondel
(281) 382-2078
catherinemcfarlandcpa@gmail.com /
vbrond@comcast.net
4103 Stone Edge Court
Sugar Land, Fort Bend, TX 77479

Estimator

jeremy
832-473-9941
jeremy@du-west.com

Product List

Description	Quantity	Amount
Access Hole Type		\$330.00
Base Price: Dirt	1	
Pipe hanger	2	\$150.00
Galvanized clevis hanger drilled and epoxied to slab		
Plumbing permit		\$285.00
Includes Engineer Letter		
Base Price:	1	
Toilet	2	\$860.00
Tunnel	10	\$2,750.00
3x3 tunnel		
	Subtotal	\$4,375.00
	Total	\$4,375.00

Payment

Balance

\$4,375.00

Payment Terms:

Payment for services to be paid: (50%) \$2,187.50 due at the time work begins, (35%) \$1,531.25 due once backfill is complete, not including, any access remaining open at customers request for plumbing, (15%) \$656.25 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, attached specifications and conditions are satisfactory and are hereby accepted.

This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of the chapter may affect your right to recover damages 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 existing warranty service, you must provide notice regarding the defect to the contractor by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Contractor, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004, Texas Property Code.

Du-West Construction Inc.

Owner: _____

By: _____

Owner: _____

Date: _____

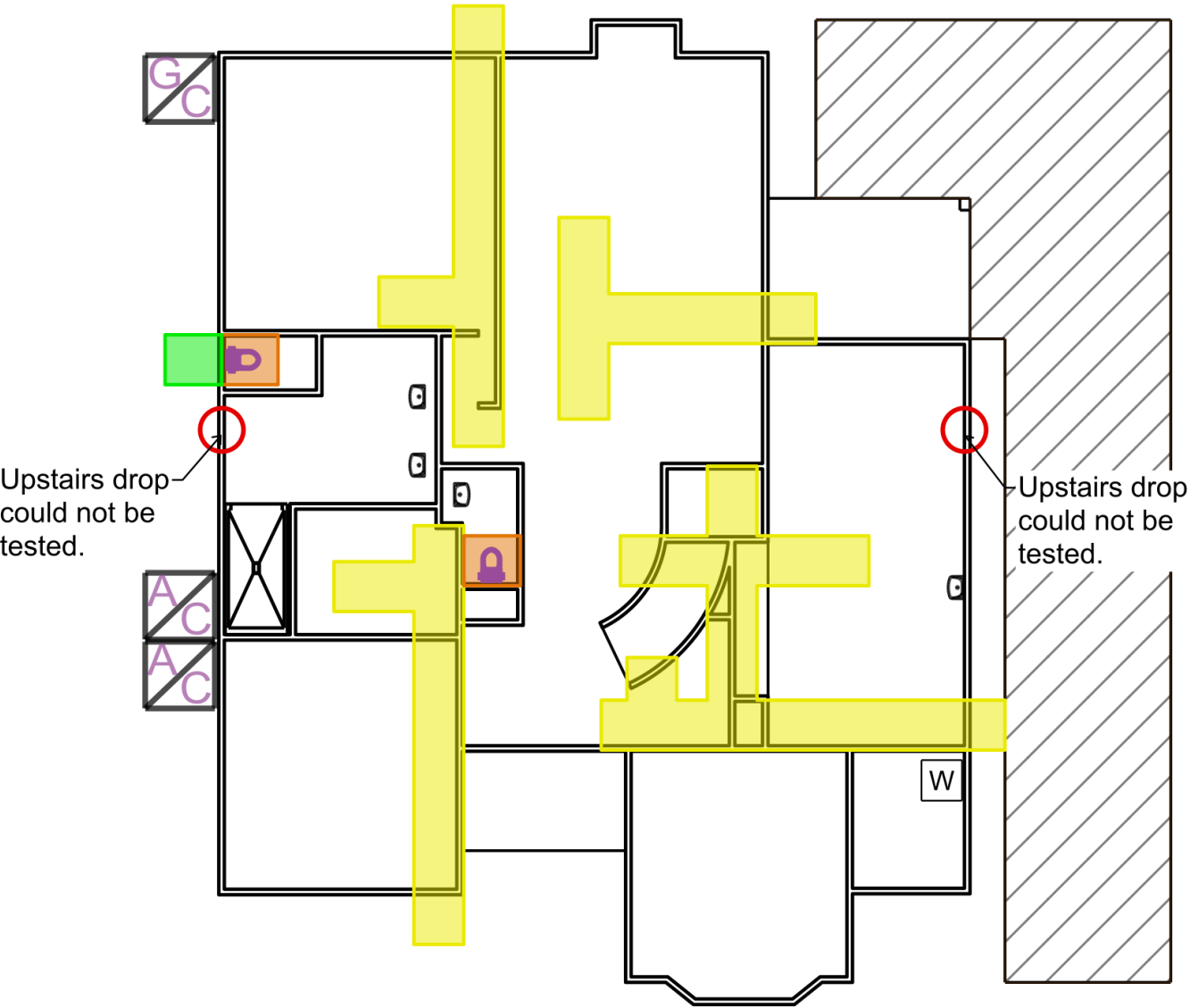
Date: _____

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

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

Additional Information

Detail Plan



Notes:
Leaks water at master bath toilet and powder bath toilet.
Unable to test master bath shower, lavatory sink, powder bath sink,
and upstairs drop for bathroom above master bath due to leaks on both
toilets.

Existing access hole and tunnel

New access hole

New tunnel

Legend

Toilet



A. SPECIFICATIONS

1. All material is guaranteed to be as specified.
2. Any alteration or deviation from contracted specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
3. For under slab plumbing all connections made under slab are bid to be made using below grade connections. Chipping and/or above grade connections will be charged in addition to contract price.
4. Through wall connections do not include brick replacement. Du-West will not do carpentry, sheet-rock, brick or cosmetic repairs and it is not included in the contract price.

B. GENERAL CONDITIONS

1. All agreements contingent upon strikes, accidents or delays beyond our control.
2. If project requires: Contractor will remove and replant plants and shrubs however; contractor does not guarantee their survival. Contractor assumes no responsibility for grass.
3. Contractor carries General Liability and Texas Workers Compensation Insurance. Certificates are available from contractor's insurance company upon the owner's request.
4. Contractor not responsible for failure of system due to dramatic area wide flooding or failure of system due to subsequent construction on property, owner's negligence, weather conditions or Government Rules and or Regulations.
5. Limitation of Liability: In no event shall Contractor have any liability for indirect, incidental or consequential damages arising out of any work or materials furnished in connection with this order, including, but not limited to damage to your lawn, shrubs and/or landscaping. 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.
6. Homeowner to provide Contractor with water and electricity.
7. No additional charges will be made without written approval signed by all the parties to this agreement.

C. WARRANTY

Guarantee on repairs: Minor Repairs are guaranteed for 30 days. Major Repairs are guaranteed for 5 years. All repairs are guaranteed from the date of completion and for defective workmanship only.

By: Owner:

Texas State Board of Plumbing Examiners, 929 East 41st St., (78751), P.O. Box 4200, Austin, TX 78765, 1-800-845-6584

RMPL Alton Bogs MPL # 36444 510 W. Pasadena Frwy, Pasadena TX 77506



www.du-west.com/

Customerservice@Du-West.com

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Corpus Christi – (361) 883-2225 Victoria – (361) 576-0848

Ft Worth – (817) 261-1070

510 W Pasadena Freeway Frontage Rd

Pasadena, Texas, 77506

Agreement / Contract

This agreement is made and entered into this 9th day of October 2024, by and between Vena Brondel of the county of Fort Bend, 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.

In exchange for the Owner’s promised and agreements described below, the Contractor agrees to provide the work as described below at the surface known locally as 4103 Stone Edge Court in the City of Sugar Land State of Texas, Zip Code 77479.

Owner’s Contact

Vena Brondel
(281) 382-2078
catherinemcfarlandcpa@gmail.com /
vbrond@comcast.net
4103 Stone Edge Court
Sugar Land, Fort Bend, TX 77479

Estimator

jeremy
832-473-9941
jeremy@du-west.com

Product List

Description	Quantity	Amount
Misc. spot repair Repair to the sewer system that does not have a penetration through the slab	2	\$660.00
Pipe hanger Galvanized clevis hanger drilled and epoxied to slab	2	\$150.00
Shower	1	\$385.00
Sink	1	\$340.00
Tunnel 3x3 tunnel	18	\$4,950.00
	Subtotal	\$6,485.00
	Total	\$6,485.00

Payment

Balance

\$6,485.00

Payment Terms:

Payment for services to be paid: (1/2) \$3,242.50 is due at the time work begins, (1/2) \$3,242.50 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, attached specifications and conditions are satisfactory and are hereby accepted.

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Du-West Construction Inc.

Owner: _____

By: _____

Owner: _____

Date: _____

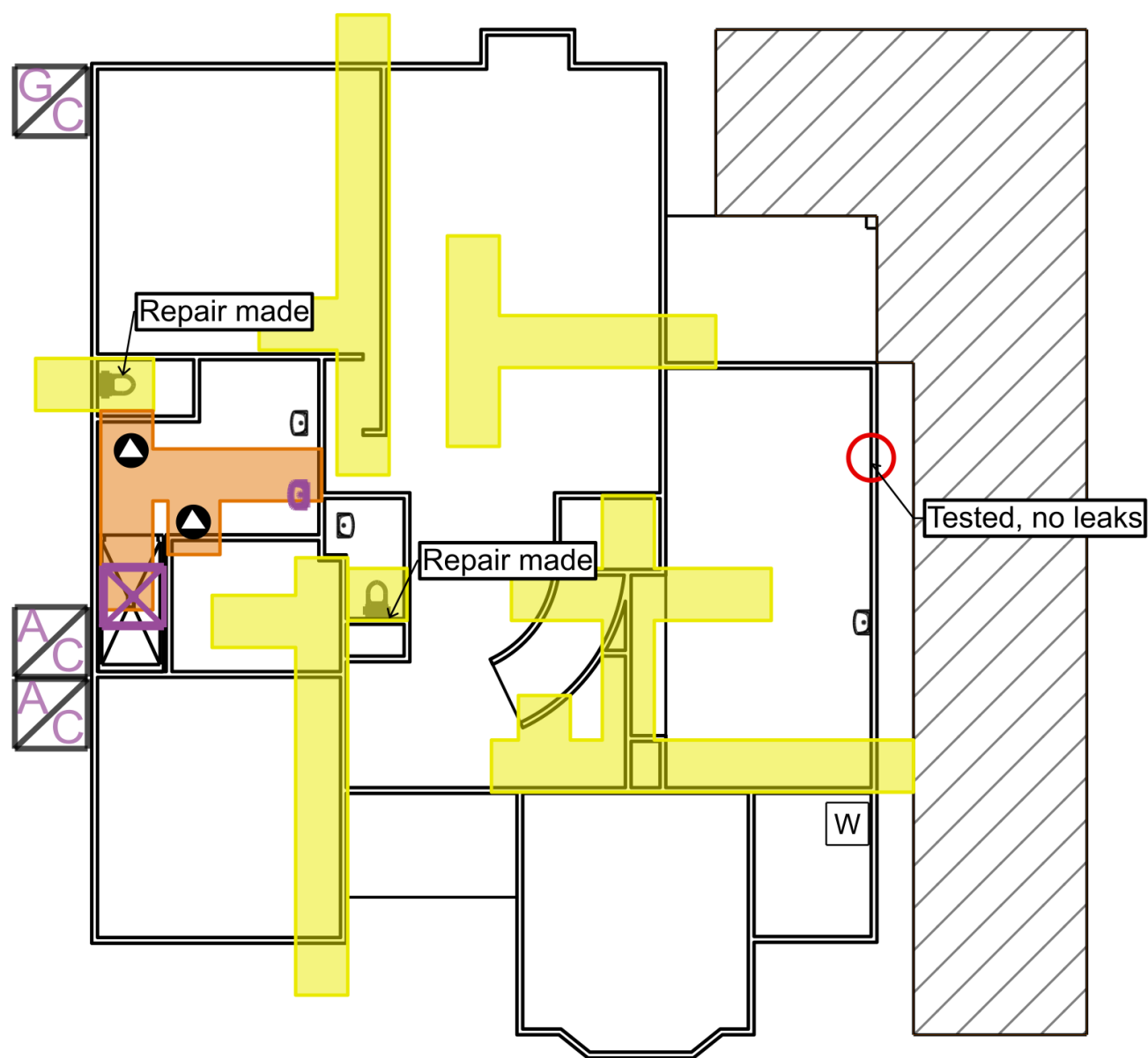
Date: _____

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

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

Additional Information

Detail Plan



Notes:
Leaks near master bath shower and upstairs drop, leaks at branch past master toilet, leaks at master bath sink.

Existing access hole and tunnel

New tunnel

Legend

Misc. spot repair

Shower

Sink



A. SPECIFICATIONS

1. All material is guaranteed to be as specified.
2. Any alteration or deviation from contracted specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
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5. Limitation of Liability: In no event shall Contractor have any liability for indirect, incidental or consequential damages arising out of any work or materials furnished in connection with this order, including, but not limited to damage to your lawn, shrubs and/or landscaping. 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.
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By: Owner:

Texas State Board of Plumbing Examiners, 929 East 41st St., (78751), P.O. Box 4200, Austin, TX 78765, 1-800-845-6584

RMPL Alton Bogs MPL # 36444 510 W. Pasadena Frwy, Pasadena TX 77506