



www.du-west.com

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2420 Glenda Lane

Dallas, Texas, 75229

Agreement / Contract

This agreement is made and entered into this 16th day of June 2026, by and between City of Deer Park 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.

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 710 E. San Augustine in the City of Deer Park State of Texas, Zip Code 77536.

Owner’s Contact

City of Deer Park
(281)831-6452
ggonzales@deerparktx.org
710 E. San Augustine
Deer Park, Harris, Tx 77536

Estimator

Adam Dutton
(214)251-5340
adam@du-west.com

Product List

Description	Quantity	Amount
Concrete curb Standard 6"x6" Base Price: 6" Curb only	38 ft	\$1,178.00
Concrete Flatwork 4 inches thick. #3 rebar 12" on center each way 8-yard minimum delivery (648 sq feet). If less than 8 yards, an additional delivery fee is required. Base Price: HOU	7,468 sq ft	\$145,999.00
Polyurethane 1"	2,117 sq ft	\$12,702.00
Polyurethane 2"	1,991 sq ft	\$23,892.00
Polyurethane 3"	304 sq ft	\$5,472.00
Bring in fill 6yd at \$350 per yard. spec sheet can be submitted after contracted before that portion of work commences.		\$2,100.00
Door Hangers Mock up, Print, and post notice that we will be working in the area one time per location.		\$1,500.00
New Concrete Flatwork 4 inch thick #3 rebar 12" on center each way. To include removal and disposal of organic matter and soil as needed. \$19.55 per square foot.		\$0.00
Note: Any restoration of the site needed due to construction is included in the cost.		\$0.00
Note: Sidewalk closed signs and temporary fencing as needed is included in the cost.		\$0.00
Ramp Upcharge To include extra formwork, finishwork, and ADA pad/grooves. 5 units at \$600 per		\$3,000.00
Sod as needed \$5.00 per square foot		\$0.00

SWPPP To include SWPPP narrative and inspections if needed.		\$3,460.00
TIPS This quote is based off TIPS pricing. Du-West vendor number is 12492. Contract number for JOC is 26010402. Contract number for Non JOC is 26010401		\$0.00
Traffic Control Engineering To include traffice control engineering, with location plans for 2 locations.		\$3,200.00
Traffic Control Implementation 4 days at \$250 per day		\$1,000.00
	Subtotal	\$203,503.00
	Total	\$203,503.00

Payment

Balance

\$203,503.00

Payment Terms:

Pay upon work 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:

Date:

Owner:

Owner:

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



Place concrete as shown in the attached product list and attached drawing.

A. SPECIFICATIONS

1. Remove existing concrete as needed.
2. Set forms for new concrete.
3. Adjust and bed area with sand for new concrete.
4. Place new reinforced concrete as specified in the product list.
5. New concrete strength to be a minimum of 3,000 psi at 28 days (unless otherwise specified).
6. Concrete is to be screeded, floated , steel troweled, then light broom finished (unless otherwise specified)
7. Clean up and haul off debris

B. CONDITIONS

1. All agreements contingent upon strikes, accidents or delays beyond our control.
2. Contractor carries General Liability and Texas Workers Compensation Insurance. Certificates are available from Contractor's insurance company upon request. Owner to carry fire, tornado and other necessary insurance.
3. Access to Customer's Premises: You hereby grant to Contractor or any authorized agent, permission to enter the customer's premises to perform this agreed upon work.
4. Contractor will remove and replant plants and shrubs as needed to place the concrete; contractor does not guarantee their survival. Contractor assumes no responsibility for grass.
5. No additional fees will be made without written approval signed by all the parties to this agreement.
6. Please be aware concrete can and may crack and this is not indicative of a defect in material or workmanship.
7. 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.

C. WARRANTY

All materials are guaranteed to be as specified and warrantied for 1 year on workmanship.

NOTE: After the concrete is finished keeping the surface moist several days during the early curing process can give the concrete greater strength. Wetting the surface multiple times per day can be beneficial.

By: Owner:



A. SPECIFICATIONS

1. The material used for raising interior concrete slab shall be blown high-density polyurethane. The material shall be hydrophobic. The high-density, closed cell, polyurethane system shall exhibit the following physical characteristics and properties:
- | Density (lb/Ft.3) | Compressive Strength (psi) |
|-------------------|----------------------------|
| ASTM1622 | ASTM 1621 |
| 3.0 | 40 PSI |
| 3.5 | 50 PSI |
| 4.0 | 60 PSI |
| 5.0 | 110 PSI |
- The polyurethane foam system will have a free rise density of 3.0 – 3.2 lb/ft3, with a minimum compressive strength of 40 psi. The expansion of the polyurethane foam under pressure increases the foam density above the original free rise density value. The compressive strength is a function of density of the tested material; therefore the foam produce during the lifting process will normally have a higher compressive strength than foam produced without restriction (free rise). When the material is used for void filling, the final in-place density will be slightly higher than the free rise density, as some packing of material will occur to insure fill
2. The injection hole shall be drilled in the following manner: A series of 5/8-inch holes shall be drilled at six to eight-foot intervals through the concrete. The Contractor shall determine the exact location and spacing of the holes.
3. The high-density polyurethane formulation will be injected under the slab. As the polyurethane chemically reacts, it expands and hardens, exerting the necessary lifting forces. The amount of rise shall be controlled, using the pumping unit, by regulation the rate of injection of the high-density polyurethane material. When the nozzle is removed from the hole, any excessive polyurethane material shall be removed from the area and the hole sealed with a nonexpansive cementitious grout.
4. The high-density polyurethane formulation shall reach 90% of full compressive strength within 15 minutes for injection.

B. GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the flatwork to as near its original horizontal position as practically possible.
2. The stabilization or stopping of foundation movement 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 discovered that the flatwork has been constructed of substandard materials, or is of inadequate structural strength to be properly raised at the sole discretion of the Contractor, there may be an adjustment in the contract price. Should the owner be unwilling to pay the additional cost, the 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 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 carries General Liability and Texas Workers Compensation Insurance. Certificates are available from contractor's insurance company upon the owner's request.
7. No additional charges will be made without written approval signed by all the parties to this agreement.

C. WARRANTY

The contractor guarantees if any adjustments are necessary due to the loss of stability or the failure of the mechanical resistance of the injected material in the injected areas within one (1) year from date of completion of the contracted work, the contractor will adjust the settled area by re-injection at no additional cost to the owner. This guarantee does not include external causes not dependent on our material, for example this guarantee does not include and is not limited to ground subsidence or settlement of native soils, structural problems, dynamic or static loads much higher than the design loads at the time of the repair, damages caused by excavations, product tampering, natural catastrophes such as storms, floods, drought, tides, earthquakes, explosions, or fire. The contractor warrants that the injected materials will not shrink or deteriorate for a period of ten (10) years from the date of completion. The contractor will replace, during the warranty period, by reinjection, any material, which fail to perform as warranted. This limited warranty supersedes any other warranties, expressed or implied.