



Contract

This Construction Contract (the "Contract") is made as of January 15, 2019 (the "Effective Date") by and between Tito Resendiz (the "Owner") of 8126 Cloverleaf Dr, Rosenberg, TX and AIM Levelling and Construction (the "Contractor") of 19611 Billineys Park Dr., Katy, Texas 77449.

AIM Levelling and Construction desires to provide Foundation Repair services to Tito Resendiz and Tito Resendiz desires to obtain such services from AIM Levelling and Construction.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on January 15, 2019, AIM Leveling and Construction will provide to the owner the following services (collectively, the "Services"):

- Level house
- Install steel beams
- Dig and refill and level 19 interior holes
- 80 ft tunneling
- Fix cracks in floor

2. **SCOPE OF WORK.** AIM Leveling and Construction will provide labor and materials for the foundation repair of a residential single family home described above at the property of Owner of 8126 Cloverleaf Dr, Rosenberg, TX hereinafter referred to as ("Worksite").

AIM Leveling will provide all building and construction materials needed for completion of construction.

AIM Leveling and Construction is not responsible for furnishing any improvements other than the structure, such as landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

3. **WORK SITE.** Owner warrants that Owner owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Owner shall provide an easily accessible building site, which means all zoning requirements for the structure, and in which the boundaries of Owner's property will be clearly identified.

4. **PAYMENT.** Payment shall be made to AIM Leveling and Construction. Owner agrees to pay the total sum of **\$7,500.00** as follows:

- Start of job
Payment Amount: **\$3,750.00**

- Immediately Upon Completion of job
Payment Amount: **\$3,750.00**

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts in the amount of \$50.00 per day or the maximum percentage allowed under applicable laws, whichever is less. Owner shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, AIM Leveling and Construction has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract, void the warranty and/or seek legal remedies.

5. **TERM.** AIM Leveling and Construction shall commence the work to be performed within 30 days of January 15, 2019, and shall complete the work on or before February 15, 2019, time being of the essence of this contract.

Upon completion of the project, Owner agrees to sign a Notice of Completion within five (5) days after the completion of the contract. If the project passes its final inspection and Owner does not provide the Notice, AIM Leveling and Construction may sign the Notice of Completion on behalf of Owner.

6. **CHANGE ORDER.** Owner, or any allowed person, e.g. lender, public body, or inspector, may make changes to the scope of the work from time to time during the term of the Contract. However, any such change or modification shall only be made in a written "Change Order" which is signed and dated by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of Construction work as a result of any written, dated and signed Change Order. In the event of the cost of a Change Order is not known at the time a Change order is executed, AIM Leveling and Construction shall estimate the cost thereof and Owner shall pay the actual cost whether or not this cost is in excess of the estimated cost.
 7. **WARRANTY.** AIM Leveling and Construction shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in AIM Leveling and Construction's community and region. If any adjustments are required due to settlement, AIM Leveling and Construction will re-level all areas previously pried by our company without cost to the owner for 3 months, excluding natural disaster events such as floods, earthquake, tornados, etc. Difference must be $\frac{3}{4}$ " from final elevations taken on original leveling day. This warranty may be transferred to any subsequent owner provided that the payment for the contract has been paid in full and the property's condition has not been altered or any additions have been made. **Warranty is not in effect until balance is paid in full. AIM Leveling and Construction must be notified within 30 days of the change of owner or warranty will be void.**
 8. **FREE ACCESS TO WORKSITE.** Owner will allow free access to work areas for workers and vehicles and will allow areas for storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. AIM Leveling and Construction will make reasonable efforts to protect driveways, lawns, shrubs and other vegetation.
 9. **UTILITIES.** Owner shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover, Owner shall, at Owner's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. Owner shall permit AIM Leveling and Construction to use, at no cost, any electrical power and water use necessary to carry out and complete the work.
-

10. **INSPECTION.** Owner shall have the right to inspect all worked performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected shall be done at each necessary stage of construction. All inspection and certification shall be done at Owner's expense.

11. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure of Owner to make a required payment when due.

b. The failure of Owner to make the building site available or the failure of AIM Leveling and Construction to deliver the Services in the time and manner provided for in this Contract.

13. **ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of the Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

14. **AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by each party.

15. **ADDITIONAL PROVISIONS.** Door frames, sheetrock, pipes, and floors may crack and doors may not close correctly after work has been performed. Some ceramic tile may raise. To fix these items, there will be an additional charge not included in price.

16. **SIGNATORIES.** This Contract shall be signed by Tito Resendiz and on behalf of AIM Leveling and Construction by Jorge A. Maldonado, Owner and shall be effective as of the date first written above.

Owner:

By: 

Property Owner – Tito Resendiz

Contractor:

AIM Leveling and Construction

By: 

Jorge A. Maldonado