

The Work and Construction Standards. The Contractor's scope of work shall be limited to a sewer line repair.

At the 4" clean out ,there was a shift in the pipe . This will require the clean out to the house to be replaced about 15 feet to allow the sewer line to have the proper fall. Unfortunately the sewer line is holding water inside your pipe.

A Master Plumber will perform all Plumbing work.

The construction of the improvement to the Home pursuant to this Agreement will be made according to the Plans and Specifications provided by the Owner and will comply with the building code that is in affect at the time this agreement is signed. Any changes to the Contract Documents required as a result of any changes in applicable codes shall be the responsibility of the Owner.

2.1. Owner's Work. Owner agrees not to perform any work at the Home that may interfere with Contractor's work until after Contractors' completion and final payment.

2.2. Changes by Government or Authorizing Agent Order. Any changes in plans or specification required by any government or required inspector (whether from a governmental agency or insurance company or authorized Owner agent) which increases the cost of construction will be an additional cost and will be paid for by the Owner. Any Order of any governmental agency or insurance company or any authorizing agent or Owner's agent, prohibiting or stopping construction will excuse the obligation of contractor to complete the work. If the entry of the government, insurance company or any authorizing agent or Owner's agent's order was not the fault of Contractor, Owner will pay to Contractor the actual costs plus profit and overhead for any work performed by the Contractor, and in accordance with the Agreement, at the time of the government order.

ARTICLE III

CONTRACT PRICE AND PAYMENTS

3.1. Contract Price. The Owner agrees to pay the total Contract Price and for all labor, materials, and work performed by the Contractor the sum of: **\$2800.00**

Materials. Contractor shall be responsible for all materials related to the work scope of this project.

Payments. The contract price will be paid as follows: upon draw schedule from "Owner"
\$1400.00 to start project

\$1400.00 when the project is finished

Contractor Initials: _____

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Owner Initials: _____



3.2. **Acceptance, Final Payment, and Occupancy.** Upon Substantial Completion owner agrees to execute a certificate of substantial completion.

**ARTICLE IV
TIME AND COMPLETION**

- 4.1. **Commencement.** Time is of the essence of this Contract. The Contractor will commence work after execution of this agreement and payment of the Deposit. Substantial Completion to be **within 4 calendar** days, commencing from the date of the Deposit payment.
- 4.2. **Substantial Completion.** All work is completed per scope of work in this Agreement and has been approved, in writing, by the Owner.
- 4.3. **Delays.** In the event that there is a delay in work by acts of God, terrorism, fire, flood, or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the date of completion shall be extended accordingly. The Contractor shall provide written notification to the Owner of any event for which a contract time extension is sought within 3 working days from the time said event begins.
- 4.4. **Punch List.** Owners are to give a punch list to Contractor **within 1 business days** after substantial completion. Contractor will have 2 working days to complete this punch list. Thereafter, Owners and Contractor shall agree on a final punch list within **3 business days of completion of the earlier punch list.** Any and all items not listed on the final punch list will be deemed accepted.

When the final punch list items are completed, the Contractor shall provide the Owner a complete release of all liens and claims within 5 business days.

**ARTICLE V
WARRANTY**

- 5.1. **Warranty:** Contractor provides **One-Year warranty** for labor. This warranty is fully transferable to subsequent owners of the Home. Such warranty shall not extend to any problems caused by repairs/work performed by subsequent third parties. With regard to any work necessitated by way of this warranty, Defendant and/or his qualified and authorized representative or qualified assignees has the right to first inspect and make the necessary repairs.
- 5.2. **Limited Warranty.** Contractor's warranty does not include defects in material. The Owner waives any claim against Contractor for any loss or damage caused by soil conditions or soil

Contractor Initials: _____

Owner Initials: DSG

movement, including but not limited to cracks in concrete, mortar, bricks or tile, and/ or damage to plumbing.

5.3. Exclusion for Damage by Fungus or Spores. Contractor's warranty shall exclude any loss or damage to a home caused by:

Any "fungus (es)" or "spore(s)", or Any substance, vapor or gas produced by or arising out of any "fungus(es)" or "spore(s)", or

Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus(es)" or "spore(s)"

"Fungus(es)" includes, but is not limited to, any form or type of mold, mushroom or mildew.

"Spore(s)" means any reproductive body produced by or arising out of any "fungus(es)".

5.4. No implied Warranties. The Owner acknowledges that the Contractor has made no guarantees, warranties, understanding, nor representations (nor have any been made by any representatives of the Contractor) that are not included in the contract documents.

 (Owner's initials).

5.5. No Liability for Work Constructed According to Plans. In no event shall the Contractor be liable for destruction or deterioration of or defects in any work constructed, or under construction, by him if he constructed, or is constructing, the work according to plans or specifications furnished to him which he did not make or cause to be made and if the destruction, deterioration, or defect was due to any fault or insufficiency of the plans or specifications.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1. Permits, Fees, and Tests. The Contractor shall secure and pay for building permits, licenses and other similar approvals necessary for the proper execution and completion of the work if the local government offers permits in the area the subject property is located. Some jurisdictions don't require permits for home improvement work. The Contractor agrees to assist the Owner in obtaining any such permits and licenses by completing all necessary applications and forms. However, if a covenant or an architectural review committee requires the approval of plans and specification, the Owner shall be responsible for obtaining these approvals and paying for any fees connected with them.

6.2. Insurance. The Contractor shall keep in effect commercial general liability coverage to protect the Owner from liability for damages to property. Before beginning the work, the Contractor shall furnish a certificate of that insurance to the Owner. The Owner may elect to purchase and maintain his own liability insurance, including Builder's risk, flood, fire and casualty insurance upon the residence, to the full insurable value.

Contractor Initials: _____

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Owner Initials: _____



6.3. **Owner's Obligations.** The Owner shall (a) furnish all surveys describing the physical characteristics, and utility locations for the residence and (b) secure and pay for easements necessary for the completion of the work. The Owner shall furnish information and services under their control to the Contractor promptly to avoid delay. The Owner warrants that the property upon which the residence is to be built conforms to all zoning, planning, environmental, and other building and soil requirements. The Owner warrants that all utilities necessary for the completion of construction are to the property line.

6.5. **Concealed Conditions.** The Contractor is not responsible for subsurface or latent physical conditions at the site or in an existing structure that differ from those (a) indicated or referred to in the contract documents or (b) ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract.

After receiving notice of the conditions, the Owner shall investigate the condition within five (5) business days. If the parties agree that the condition will increase (a) the Contractor's cost of performance of any part of the work under this contract or (b) the time required for that work, the parties may sign a change order agreement incorporating the necessary revisions, or the Owner may terminate the contract. If the Owner terminates the contract, the Contractor will be entitled to recover from the Owner payment for all work performed, including normal overhead, and a reasonable profit.

6.6. **Disputes.** The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforced as settlement agreements in any court having jurisdiction thereof.

6.7. **Governing Law and Assignment.** This Agreement will be construed, interpreted, and applied according to the law of the State of Texas. This Agreement shall not be assigned without the written consent of all parties.

6.8. **Effective Date and Signature.** This Agreement shall become effective on the day it is signed by both parties.

6.9. **Ambiguous.** Any ambiguous terms or contents of this agreement shall not be construed against the Contractor or the Owner.

6.10. **Attorney's fees.** If either party to this contract defaults, the defaulting or non-prevailing party shall be liable to the other party for all cost, including reasonable attorney's fees, incurred in enforcing or defending any rights or obligations created by this agreement.

6.11. **Indemnity.** Contractor agrees to indemnify and hold harmless Owner in event any claim, demand, suit, right of action is brought, by any person, firm or corporation arising out of this

Contractor Initials: _____

Owner Initials: 

contract, including the Contractor's Sub-Contractors. Such indemnification and hold harmless shall include any and all costs, including attorney's fees and court cost, related to the defense of such action.

6.12. **Termination.** If the Contractor fails to supply proper materials and skilled workers; make payments for materials, labor, and subcontractors in accordance with their respective agreements; disregards ordinances, regulations, or orders of a public authority; or fails to materially comply with the provisions of the Contract, the Owner may give the Contractor written notice to terminate. After seven (7) calendar days if the Contractor has failed to remedy the breach of contract, the Owner can give a second notice to terminate. If the Contractor still fails to cure the breach within three (3) calendar days after the second notice, the Owner may terminate the contract.

We the undersigned, have read, understand, and agree to each of the provision of this Agreement and hereby acknowledge receipt of a copy of this contract.

By  _____ Date: _____
Contractor

By  _____ Date: 11-23-2016
Owner:

Contractor Initials: _____

Owner Initials:  _____