

IVY CONSTRUCTION, LLC

Bulkhead and Boathouse Construction Service

Phone: (936) 239-2357

Email: charlesivy@charlesivy.com

Date: July 23, 2024

This Agreement is made between _____ (“Owner”) and Ivy Construction, LLC (“Contractor”). Contractor agrees to construct the below described structure on Owner’s property located at Lake Livingston, Texas, subject to the terms, covenants and conditions contained herein.

Project Description: All labor, material, and equipment build a new boathouse with general size being 16 x 30 with a 10 access pier built from 6 x 6 piles 3 x 8 subframe and 2 x 8 hand nailed deck boards with a flat metal roof. Boathouse will have one 26’ boat slip with straps

Price for boathouse is	20,000
Electrical allowance	2,000
 Total	 22,000

Upgrade Options

Allowance covers boathouse only, **does not include underground work**. If cost exceeds allowable extra will be added to final invoice.

Options available at additional cost: If you wish to accept any of these options, please initial on the line beside each option.

- ___ 1. Upgrade from standard decking to bull nose decking for the cost of \$600.00
- ___ 2. Upgrade from galvanized nails on the decking to stainless steel nails on the decking for the cost of \$300.00
- ___ 3.
- ___ 4. Upgrade from slings on your lift to a 16’ galvanized cradle for the cost of \$4500.00.
- ___ 5.
- ___ 6. Upgrade from slings on your lift to a galvanized pontoon cradle for the cost of \$4000.00.
- ___ 7. Upgrade to 8”x8” pilings instead of 6”x6” pilings for the cost of \$1500 **HIGHLY RECOMMENDED ON LAKE LIVINGSTON**
Ivy installs 90% of new boathouses with 8 x 8 pilings 40% stronger than undersized 6 x 6
- ___ 9 Colored metal 1000

I. General Terms and Conditions:

- ❖ Owner is responsible for securing all access.
- ❖ All estimated start dates are subject to change depending on the weather/lake conditions.
- ❖ Owner and Contractor shall conduct a complete walk through of the Project prior to the final draw. Owner shall provide in writing to Contractor a punch out list of remaining details needing attention.
- ❖ Additional authorized work will be invoiced separately.
- ❖ **Electrical does not include any under ground work if needed**

II. Limited Express Warranty

- ❖ Five year workmanship warranty. If within five (5) years after the completion of the work, such workmanship is found to be defective, Contractor warrants and represents that it will promptly, upon receipt of written notice from Owner, repair such defective workmanship to Owner’s satisfaction, without cost to Owner. This workmanship warranty covers defects in workmanship but does not include defects or damages attributable to normal weathering or defects or damages caused by: accidents, fire, lightning, flood, hurricanes, windborne objects, ice, hail, or other Acts of God, or any other causes beyond the Contractor’s control. D
- ❖ DISCLAIMER OF ALL OTHER WARRANTIES: OTHER THAN THE LIMITED EXPRESS WARRANTY SET FORTH ABOVE, CONTRACTOR MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE GOODS AND SERVICES PROVIDED HEREUNDER,

IVY CONSTRUCTION, LLC

Bulkhead and Boathouse Construction Service

Phone: (936) 239-2357

Email: charlesivy@charlesivy.com

INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

III. Payment Terms and Draw Schedule:

- ❖ Total amount to construct and install the above referenced Project is above plus option .
50% of the total Project price is due upon delivery of materials.
- ❖ **25% due upon completion of the deck**
- ❖ **The remaining balance is due upon completion of project.**
- ❖ Work is scheduled after each draw, and failure to adhere to this schedule will result in delays.
- ❖ Please make all checks payable to Ivy Construction, LLC.

IV. Entire Agreement:

This contract constitutes the entire understanding and agreement between the parties. Neither party shall be bound by any verbal or written statements or representations made, or which may be made, by either party or anyone purporting to act on their behalf, not contained within. **OWNER ACKNOWLEDGES THAT OWNER HAS READ AND RECEIVED A COPY OF THIS CONTRACT, AND THAT THIS CONTRACT MUST BE ACCEPTED AND SIGNED BY AN OFFICER OF IVY CONSTRUCTION, LLC TO BE BINDING. OWNER ALSO UNDERSTANDS THAT NO VERBAL AGREEMENTS OR MODIFICATIONS HERETO ARE VALID UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.**

Date

Ivy Construction, LLC

Date



