IVY CONSTRUCTION, LLC

Bulkhead and Boathouse Construction Service
Phone: (936) 239-2357 Email: charlesivy@charlesivy.com

Date: March 14, 2022

This Agreement is made between David Patterson ("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.

All labor, material, and equipment required to construct an estimated 70' of bulkhead. Bulkhead will be constructed from 10' wood pilings (.60 cca) 6 x 6 on 5' center spacing with 8' center match sheets (.60 cca treatment) hand nailed with 2 runs of 3 x 8 wales (.60 cca) with wall about 5-foot-tall with 15' all **galvanized** tie rods attached to 7" butt round pilings 8' long will be used. Price per foot is $89.50

Top cap upgrade 2 x 12 ' treated is an additional $12.50 per foot.

Price for bulkhead 13,050 DP. 3/14/22

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.
- Fill dirt will be invoiced separately at a rate of $130 per truck.

II. Limited Express Warranty

- 10 year workmanship warranty. If within (10) ten 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, 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 is listed above .
  50% deposit required upon delivery of materials.
  20% due opon completion of the deck
- 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**

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THAT NO VERBAL AGREEMENTS OR MODIFICATIONS HERETO ARE VALID UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.



3/14/22

Date

Ivy Construction, LLC

Date