

pete@azarbuilders.com
Phone/Fax: 619-523-6202
Cell: 619-454-2348



General
Engineering & Building
Contractors

BUILDERS, INC.
License #665752

CONTRACT AGREEMENT

THIS AGREEMENT made on 10/24/2024 by and between **AZAR BUILDERS INCORPORATED**, P.O. Box 70228 San Diego, CA 92167, Phone 619.454-2348, hereinafter called the Contractor, and _____ hereinafter called the Owner, Witnesseth, that the Contractor and the Owner for the considerations named, agree as follows.

Article 1.

The Contractor shall furnish all materials and labor to perform all of the contracted work as stated in article #6, page 3 of this contract as it pertains to work performed on property at: 3771 Texas St.

NOTE: Refer to page 3; Article six (#6) for full and complete agreement

Article 2. Time of Completion

The work to be performed under this Contract will be completed in approximately 2 working days. Failure by the contractor without lawful excuse to substantially commence work within 20 days of the approximate date, if specified in this contract, when work will begin is in violation of contractors' state license law.

Article 3. The Contract Price:

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of **\$2,500.00** Five Thousand Five Hundred and 00 which is subject to additions pursuant to authorized change orders.

Article 4. Progress Payments shall be paid in the following manner:

1. \$1,000 or 10% whichever less upon acceptance
2. 30% upon commencement
3. Final upon completion

Article 5. General Provisions

1. All work shall be completed in a workmanship like manner.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner upon request, appropriate releases or waivers of lien for all work performed or materials provided at the time of final payment shall be due.
5. All change orders shall be in writing and signed both by Owner and Contractor, only that which is in writing and signed shall be binding. **Initial X** _____
6. Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
7. Contractor can, if requested, obtain all permits necessary for the work to be performed if permits are specifically included in scope of work. Owner shall furnish electric, water and toilet facilities.
8. Contractor agrees to leave the premises in broom clean condition. Contractor is not responsible for unavoidable damage in work area(s). Only that stated in Article 6 applies relative to work to be performed.

pete@azarbuilders.com
Phone/Fax: 619-523-6202
Cell: 619-454-2348



General
Engineering & Building
Contractors

BUILDERS, INC.
License #665752

9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by arbitration in accordance with rules of the American Arbitration Association. In the event the binding arbitration and/or legal action (i.e.: attorney's fees, court costs, and related costs, etc.) the losing party will pay the prevailing parties cost. All parties agree to items number 10 herein and all else encompassed in this contract agreement.
11. Contractor shall not be liable for any delay or damage due to, but not restricted to, strikes, acts of god, flood, rain, lack of payment, casualty, general unavailability of materials, and/or unworkable weather.
12. Contractor warrants all workmanship and materials only, structural foundation work for a period of one years following completion. **Initial X** _____ Workmanship and materials only for all other contracted work for a period of one years following completion. Azar Builders warrants workmanship and materials only and does not warrant future performance of work or any movement of ground. **Initial X** _____
13. Only this contract and changes signed by both parties after this contract date shall be binding on the parties herein, nothing verbal is binding on the parties herein. If we find there are more Piers and posts that don't have footings or need replacing, additional supports can be installed at an additional cost per unit. We will not do additional work without consulting owner/client. **Initial X** _____
14. Owner may wish to consult one or more engineers. Contractor believes an engineer (Civil, Structural, and/or Soils) is often needed and sometimes required. Contractor has no liability for engineering and/or engineer(s) findings. Contractor is only responsible for specific work stated in this contract. Contractor has no liability for engineer or other professional he refers and/or recommends to owner and owner's representative. **Initial X** _____
15. Engineering, surveying, Permits, permit fees and special inspection fees are not a part herein. Replacement or repair of vegetation, irrigation, Plumbing, gas lines, electrical or cable wires, conduit, ducting, hardscape, concrete / asphalt surfaces, fencing, painting, siding or stucco are not a part herein unless otherwise stated herein. Epoxy injection is an excellent crack repair but does not prevent settlement or movement. **Initial X** _____
16. You may cancel this transaction, without penalty or obligation within three business days from the above date. Material and labor volatility may cause change in contract price. Prices may only be good for 30 days.
17. Notice to Owner
 - A. Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has the right to place a lien on your home, land or property where the work is performed and to sue you in court to obtain payment.
 - B. Contractors are not to be paid more than 10% or \$1000.00 whichever is less at commencement of the contract and are not to be paid more than the contracted progress, For example; 50% can be paid if the work is 50% complete.
 - C. "Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, California, 95682.

Article 6. Scope of work:

pete@azarbuilders.com
Phone/Fax: 619-523-6202
Cell: 619-454-2348



BUILDERS, INC.
License #665752

General
Engineering & Building
Contractors

1. Repair horizontal crack up to 15 lineal feet of horizontal crack in stem wall in crawl space of house. Where there is only a horizontal crack greater than 1/16th we will epoxy inject. Epoxy inject means to install injection ports, seal crack between ports and inject through ports with a pneumatic epoxy injection gun. Where there is spalling and loose concrete along crack we will remove loose concrete, if rebar is exposed we will treat with Armatec then coat with Gel epoxy. Finally, we will patch with high strength mortar and/or Sika foundation overlay.
2. If we find there is more we will notify owner and cost will be pro rated.

We will be happy provide proof of out General Engineering and Building licenses, General Liability Insurance and Workers Compensation.

AZAR BUILDERS, Inc.
General Engineering & Building Contractors
License 665-752 A & B
PO Box 70228
San Diego, CA 92167
Representative _____

Date: _____
By Owner: _____
Street Address: _____
City/State/Zip: _____
Telephone: Home _____
Work/Cell: _____

Azarbuilders.com

pete@azarbuilders.com
Phone/Fax: 619-523-6202
Cell: 619-454-2348



BUILDERS, INC.
License #665752

**General
Engineering & Building
Contractors**