

"Austin's Best in the Business" since 1989



Date: 4-14-14

Email: Asteichen@austin.rr.com

Contractor: Anne Steichen

Cell:

Customer: Village of Volente

Office:

Fax.

Job Address:

Billing Address:

Description of work to be done:

Form on grade, reinforce with #3 rebar on 18" centers, furnish and place concrete.

Approx 450sf x !0.50=\$4,725.00

COMMENTS:

Payment:

First Payment: 80% Due: Date of Pour Amount \$

Final Payment: 20% Due: Day of Sealer Amount \$

*Job will be measured upon completion**

All prices quoted are per Square foot.

*(due to changes in plan layout or measurements)

Please read terms and conditions. This written contract represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten and/or oral agreements between the parties.

www.patternedconcreteaustin.com

STAMPED CONCRETE TERMS AND CONDITIONS

CANCELLATIONS: Owner has an unconditional right to cancel the Agreement, without penalty or obligation, until midnight of the third business day after the Agreement was signed. Cancellation must be in writing.

GENERAL PROVISIONS: Any notice required or permitted under this agreement may be given by certified or registered mail at the address contained in this agreement. This agreement shall be construed in accordance with and governed by the laws of the State of Texas.

DELAYS: Patterned Concrete of Austin will NOT be responsible for any delay beyond its reasonable control. These delays may include but are not limited to Act of God, labor disputes, strikes, inclement weather, material shortage, fire, acts of public authority, act of owner or other unforeseen contingencies.

CONTRACT CHANGES: Any changes desired by the Buyer must be made in writing and submitted to Pattern Concrete for approval. Extras or changes may be more costly than if that work had been approved for the original contract. All changes are to be paid for in advance of work being started.

CONDITIONS AT THE JOB SITE: Patterned Concrete shall not be liable for damage to its construction and installation from storms, floods, ground swells, sink holes, surface drainage, roof drainage or negligence of other contractors. Patterned Concrete shall not be liable for any cracks caused by settlement of the sub-base or due to expansion or contraction. Owner shall locate and point out all lot lines, underground utilities and sprinklers. To avoid damage to sprinkler pipes & heads, they should be moved if in the area of the concrete work, before the job starts or Pattern Concrete will not be liable for damages. All adjacent surfaces will be protected, but paint and/or mortar touch up may be required by others.

APPEARANCE: The imprinting of concrete process is intended to achieve a rustic effect. Variations in finish, texture, shading, color and stamping depth along with other irregularities are likely to occur and are part of the individuality of the installation. These variations will not alter Buyer's obligations under this Contract.

PROTECTION OF FINISHED WORK: Unless otherwise provided for in this Contract, the work performed under this contract by Patterned Concrete shall include one application of a protective sealant following installation which shall be deemed the final coating, thereby completing the installation. Prices do not include protecting the work to prevent damage from other trades unless specifically stated in contract. After final sealing, Patterned Concrete will not be liable for others negligence or lack of craftsmanship causing damage to the finished product. Charges will incur for repairs and cleaning. Re-sealing is also an additional charge. (Repaired work may not look as good as the original.) PLEASE PROTECT! WORK BY OTHERS: Patterned Concrete does not guarantee and shall under no circumstances be liable for work performed by others at the job site for any work not included in this Contract.

PAYMENT: 80% Payment is due upon day of first concrete pour. Final payment is due the day of cleaning and sealing. A service charge of 1.5 % per month (18% per year) will be applied to all sums, which are not paid in accordance with the terms and conditions of this Contract (or in the event the maximum interest rate is less then that rate, then at the maximum rate allowed by law). In the event any payment of the price to be paid by Buyer is not received when due, Patterned Concrete shall have the right to stop its work and to bring an action for the value of its work to the time of the stoppage. If Patterned Concrete seeks to collect money due it under this contract through an attorney, by lawsuit or otherwise, Buyer agrees to pay all costs and reasonable attorneys fees for collection efforts, litigation and appeals.

PRICE: The price stated in the Contract shall be subject to final field measurement of all pavements installed. The price shall be as stated in this Contract by the square foot.

REPRESENTATIONS: No representations, understating, promises, options or warranties, oral or written, expressed implied have been made by Patterned Concrete or Buyer unless the same appears in the terms of this Contract.

UTILITIES: Buyer agrees to provide adequate water and electrical services as may be required.

WARRANTIES: Except as stated in this Contract, PCA warranties our work for 1 year.

This proposal is good for 30 days only.

Customer Address: _____ Phone Number: _____

Buyers Acceptance _____ Date _____

Contractor/Builder: _____ Date _____

Patterned Concrete Acceptance _____ Date _____

14313 Geronimo
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