



LANDOS Concrete & Construction LLC

Brandon Landowski
Phone: 252-646-6740

Carly

Customers Name 103 Elizabeth St.

Address Havelock NC

Home Phone _____ Work Phone/Cell 574-721-3385

This contract is based on the aforementioned dimensions, and specifications and estimates as set forth above & below, and is written subject to strikes, availability of materials, accidents, weather, and other forces and delays beyond Contractors control. It is understood by the parties hereto, that the terms and conditions of this contract and financial ability of the purchaser are subject to acceptance. It is understood by the parties that Contractor as a limited warranty to all work performed by contractor see Limited Warranty Disclosure located at the bottom of this page. **Note: The Contractor is not responsible for additional cost due to weather conditions or damage caused by weather.**

Job to be completed as specified;

Remove all Sod (grass)
and 2 Trees for a 20'x20' concrete
Garage Slab 4" thick with thickend footings

[Handwritten signature]

We hereby propose to furnish labor and materials to complete in accordance with the above specifications and following estimate; for the sum of

\$ 4600.00

Payments as follows:

100.00 Down Payment *VP credit card*

2500.00 Additional due halfway through job *cash BL*

2000.00 on Day of Completion

All unpaid balances will be charges 10% interest per day, unpaid balances 30 days old will be subject to mechanics' lien, all cost incurred by Contractor for attorney, and filing of Contractors lien will be payable by the Owner.

Accepted this 18th day of Nov, 2022

Owners Responsibilities

1. Owner shall be responsible for obtaining all building and land use permits. Owner shall also be responsible for placing the structure so that the structure does not encroach upon any easements of any other land encumbrances, to select products to meet Owners local building code.
2. Owner shall be responsible for removing all obstructions and debris from the site including but not limited to snow, buildings, rocks and trees. Unless specified by the contract elsewhere. Leftover trash from construction of the project is the customer's responsibility to remove.
3. Owner shall be responsible for the site preparation including but not limited to leveling and compacting the site and grade setting. Unless otherwise specified in this contract elsewhere. (Improper site prep can void any limited warranty)
4. Owner shall advise Contractor of all potential above and of underground hazards and identify said hazards location including but not limited to under and above ground utilities, drainage tile, and septic tanks. Owner shall withstand repair and moving cost.
5. In the event that underground conditions known or unknown to owner, such as rock or soil conditions, underground water or underground caverns cause Contractor any additional expense for use of equipment, labor or materials in erecting specified concrete and or Styrofoam structure, the owner shall be responsible for all cost and expenses for such additional work. If owner is unwilling to pay this additional expense, all monies paid by owner shall be forfeited and Contractor shall have no further obligation to complete this project.
6. Owner is to provide and carry builders risk, fire, tornado, wind and other necessary insurance. Contractor and crew are fully covered by Workmen's Compensation Insurance.
7. Owner shall keep the project available to the Contractor for all work to be completed. Should owner not make the project available to Contractor, all monies paid will be forfeited and Contractor will not be liable for completion.
8. Owner shall provide Contractor with blueprints or plans.

Covered under the below Limited Warranty; cracking over 1/4" wide, step cracking of concrete block set over 1/8" will be repaired by Contractor with concrete epoxy. Repairs will be repaired by the Contractor within 60 days weather permitting, and owner making the project available to contractor, failure to do so voids Contractors liability to repair any defects or damage. (All concrete will crack and shrink with the drying process; this is not covered under the Limited Warranty, covered only as specified above.)

1. **Limited Warranty;** Contractor warrants that the project completed by the Contractor will be free from defects in workmanship for a period of 7 days from the date of backfilling. Limited Warranty is Void the day the home is delivered to the project. If the workmanship does not conform to this Limited Warranty during the warranty period (as herein above specified), Customer/Owner shall notify Contractor in writing of the claimed defects and demonstrate to Contractor satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to the Contractor within the warranty period, and the defects are of such type and nature as to be covered by this Limited Warranty, Contractor shall, at its own expense, furnish material to repair, or at Contractor's option replace defected area. Buyer will be responsible for any additional work requested over the covered repair. Delivery and installation or the replacement products shall be at Buyer's expense.
2. **Other Limits;** The Foregoing is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Contractor does not warrant against damages or defects arising from back filling, house setting, and (any equipment causing damage within or near the structure voids the Limited Warranty of cracking or block breakage). improper site preparation, quality of concrete mix delivered, improper block size or slab thickness selected by Customer, underground roots, rocks, freezing, rain, tornado, high winds or any other unforeseen weather related circumstance. (Contractor will do their best to cover the project from rain upon being on the job site) Limited Warranty does not cover damages or defects resulting from non-Contractor made products or components. This warranty also does not apply to products upon which repairs have been affected or attempted by persons other than pursuant to written authorization by Contractor. Contractor is not liable to pay others for repairs.
3. **Exclusive obligation;** this warranty is exclusive. The sole and exclusive obligation of Contractor shall be to repair or replace the defective area in the manner and for the period provided above. Contractor shall not have any other obligation with respect to the product or any part thereof, whether based on contract, tort, and strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Contractor be liable for incidental, special, or consequential damages. Contractor shall not be liable for any repairs owner has paid to others, upon any other Contractor making repairs Voids all Limited Liabilities, and Contractor will be held harmless.
4. **Other Statements;** Contractor's employees or representatives' Oral or Other Written Statements Do Not Constitute Warranties, shall not be relied upon by Buyer, and are not a part of the contract for sale or this limited warranty.
5. **Epoxy Coatings & Elite Crete Systems;** Contractor can not control dust, wind, rain, grass, leaves etc it may be possible to get small imperfections in the drying process, customer may request a sample board at a fee to be determined subject to the product and system.
5. **Pressure Washing, Paint, Staining etc;** Contractor not responsible for any products that the customer supplies.
7. **Warranty Repair:** All repairs are made under the approval written or verbally by the Owner and Contractor. Owner has agreed to accept the repair, and the material used for the repair as acceptable and removing all further liability from the Contractor. (No repairs will be made with out first receiving approval; upon no agreement within 10 days after notification the Contractor has no further obligation.

Printed by Chris Miller

INSPECTION FIELD SHEET

12/29/22
08:06:39

INSPECTION: 69274 SLAB

PERMIT:
STATUS:
APPLICATION: 20230326

LOC: 103 ELIZABETH ST
HAVELOCK

PROPERTY ID: 6-067 -045

OWNER: GAMBINO, SALVATORE
252-447-4506

CONTRACTOR: _____

REQUEST BY: _____

PROJ DESC: 20x20' CONCRETE FOUNDATION, 20X21' METAL GARAGE STRUCTURE
WORK ORDER:

CHECKLIST:	P/F	AREA / COMMENT	COMPLY BY
PIPE PROTECTION	<u> </u>		
SLAB THICKNESS	<u> </u>		
WWF OR FIBER MESH	<u> </u>		

INSPECTOR: cm1
REQUESTED: 12/29/22
SCHEDULED: 12/29/22 9 AM
UNPAID FEES: .00

RESULT: Pass
PRIORITY: _____
COMPLETED: 12/29 9
Date Time

MILEAGE: _____

TIME: TRAVEL _____ ONSITE _____

COMMENTS:

** all work completed*

444-6433

Chris Miller