

Chicagoland Concrete, Inc.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is hereby made and entered into this _____ (date) by and between _____ (owner) of _____ (address), hereafter called Owner, and Chicagoland Concrete, Inc hereafter called Contractor. The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work for:

as shown by the drawing(s) and described in the specifications prepared by the architect and provided by the Owner, which are identified by the signatures of the parties to this agreement and which form a part of this agreement.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$ _____, (_____ Dollars) in the following manner:

- 25% 33.3% 50% Other _____, Down, Reserved position
 25% 33.3% 50% Other _____, Demo complete, _____
 25% 33.3% 50% Other _____, Framing complete, _____
 25% 33.3% 50% Other _____, Concrete Poured, Pavement Placed, _____
 25% 33.3% 50% Other _____ Upon substantial completion of all work.

3. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

4. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

5. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

6. The Owner, Owner's representative, and public authorities shall at all times have access to the work.

7. The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

8. The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

9. Contractor will not be held liable for delays in the prosecution of the work by acts of God, fire, flood, or any other unavoidable casualties; or by labor strikes, late delivery of materials, rain; or by neglect of the Owner.

10. The Owner agrees to give contractor power of attorney to sign necessary documents in order to obtain construction permits.

11. The Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the Owner, and Contractor shall have the right to assign any sums due, or to become due, to him under the provisions of this agreement.

12. The Owner is responsible for all permits, fees, expediting fees, bonding fees, and additional licensure fees outside of Chicago limits.

13. This agreement shall be interpreted under laws of the State of Illinois.

14. Attorney's fees and court costs shall be paid by the Owner in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

_____ Owner is aware that landscaping surrounding area of work and access way to and from area of work may/will suffer damage and is not covered in cost.

_____ Owner is aware that concrete splatter is unavoidable but an attempt will be made to keep to a minimum.

_____ Owner is aware that existing typical concrete patios, sidewalks, and walkways are poured 4" thick without rebar or wire mesh reinforcement and breakout in limited access areas will incur an additional charge.

_____ Owner is aware that concrete cracking is unavoidable occurrence and that the common preventative crack controlling methods are not 100% full proof, hence are not covered under any type of implied warranty.

_____ Backfill and seeding along sides of newly placed concrete or pavement is the responsibility of the homeowner.

_____ Contractor will not be responsible for altered water flow patterns resulting from the placement new concrete or other pavement.

Base:

- 2" of compacted RCA Stone
 4" of compacted RCA Stone

Concrete:

- 5 Bag Mix 4" Min.
 6 Bag Mix 5" Min.
 6-1/2 Bag Mix _____

Additional Items:

- Stamped Concrete
 Fiber Mesh
 6x6x1.4x1.4 Wire Mesh
 Rebar Dowels
 Water Reducer
 Air Entrainment
 Sealer

Signature: _____ Date: _____ Approved By: _____