

P R O P O S A L

Alba Contractors, Inc.
8670 Twinbrook road
Mentor, OH 44060
(440) 974-9085

Sales Representative
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Todd Shannon
321 E 314th St, Willowick
Willowick, OH 44095

Estimate #	2773
Date	9/22/2023

Job Address:
321 E 314th St, Willowick
Willowick, OH 44095

● Residential Light Work

Description	Price
Concrete Pour: Concrete steps in front of entrance, and 3 blocks in the ramp, 3.6x13 blocks in front of steps Saw cut, tear out and removal of existing pavement All excavation and removal of dirt is included Installation of #304 gravel base, compacted solid Expansion material installed in proper areas #10 Wire Mesh for reinforcement 5.5 Cubic yards of concrete, 6.5 sack mix Concrete shall be 4" thick in sidewalk Superplasticizer (water reducer) shall be added to the mix design as needed Control joints installed in proper areas Sealing admixture shall be added to concrete mix design Infill disturbed lawn area next to new concrete, approximately 6" on each side of new concrete with fresh topsoil, seed, fertilizer and seed accelerator Regrading or tapering of existing lawn area next to new concrete is not included All permits for this scope of work are included (Engineered drawings for HOA or city variance are not included) ALBA Contractors, Inc. is a proud member of the BBB (Hand rails to be removed and replaced by others)	\$7,200.00

Acceptance of Proposal

The above prices, specifications and conditions including all terms and conditions set forth on the reverse side are satisfactory and hereby accepted. ALBA Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Sub Total	\$7,200.00
Total	\$7,200.00

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1/3 initial deposit due upon the acceptance of the proposal, 1/3 on the scheduled start and 1/3 upon completion. The deposit is not refundable. This proposal is based on today's industry pricing and is valid for 30 calendar days.

Todd Shannon

Date: _____

Signature: _____

1. Any material alterations and/or material deviations from the quoted specifications will be performed only after execution of a written addendum itemizing same; costs and/or charges for such material alterations and deviations shall be over and above the amount quoted in the original estimate.
2. All work shall be completed in a timely fashion, however the parties recognize that performance and completion is subject to delay due to inclement weather, strikes, and other delays beyond Contractor's control.
3. Access to work: Customer shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. Customer agrees to keep driveways clear and available for movement and parking of trucks during normal working hours.
4. Protection of Customer's property: Contractor and workers shall not be expected to keep gates and the like closed for animals and children. Customer agrees to remove and/or protect any personal property in or near the work area, including sprinkler heads, sprinkler lines, shrubs, flowers, landscape stone, wall hangings, knickknacks, and the like.
5. Matching materials: Contractor calls Customer's attention to the limitations of matching plaster, stucco, concrete, brick, siding and roofing materials, and while contractor shall make every effort to match existing materials, textures, colors and planes, exact duplication is not guaranteed. Contractor shall have the right to substitute materials of similar quality, pattern and design if unable to obtain the exact matching materials.
6. Concrete surface and grade will be constructed according to industry standards. However, a certain amount of ponding after periods of heavy rain should be expected. Such ponding can be caused by a number of factors beyond Contractor's control, including but not limited to shrinking, absence of grade, etc. Customer agrees that Contractor shall not be liable for ponding to the extent that it is of a degree and nature which is reasonable and expected within the industry. Concrete has a tendency to crack, pit, and spall due to freeze thaw cycles, deicing materials, shrinking, premature loading, or overloading; it is agreed by the owner that the contractor shall not be liable for any repairs of such damages to the concrete.
7. Concrete shall be finished according to industry standards. Minor imperfections in the finish of the concrete should be expected. Contractor shall not be responsible for imperfections in the finish which are beyond Contractor's control, including but not limited to leaves or seeds from trees, wind burn, etc. Contractor shall also not be responsible for damage to the concrete finish caused when Contractor is not present on the job site, including but not limited to tracks left by animals walking across the concrete, children writing their initials in the concrete, bicycle tire tracks across the concrete, etc.
8. In the event that any type of excavation is included in the estimate, it is understood that such excavation is contemplated to be performed under normal digging conditions, and does not, under any circumstance, include rock demolition, removal, excavation, blasting or any other means to excavate any type of solid earth. In the event that concrete is to be removed, the estimator assumes that the thickness of the concrete to be removed is similar to that which is being replaced, unless otherwise noted. Removal of concrete of additional thickness, or removal of any type of footings will be subject to an additional charge. Contractor will make all reasonable efforts to protect utilities (i.e. electric, telephone, cable, etc.). However, any damage to utilities not properly identified by Customer or not installed in conduit, pipe or to a depth of 18" and/or to city code shall not be Contractor's responsibility. This includes sprinkler lines & sprinkler heads.
9. The Customer or property owner shall carry the necessary fire, tornado, and other insurance to cover damage to work which occurs prior to the completion of the project and from circumstances which are not the result of Contractor's own negligence.
10. In the event that Customer raises any claim regarding quality of workmanship or materials, Customer shall first give Contractor reasonable opportunity to attempt to repair. In the event that Contractor is unable or unwilling to repair to Customer's satisfaction, such controversy shall be resolved pursuant to paragraph 11 of this Agreement.
11. ~~The parties hereby agree that venue for any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be held in the Mentor Municipal Court. The parties further agree that any controversies or claims arising out of or relating to this agreement which exceed the monetary jurisdiction of Mentor Municipal Court shall be brought in the Court of Common Pleas of Lake County, Ohio. The parties further agree to first submit any controversy or claim arising out of or relating to this agreement, or the breach thereof to mediation in an attempt to settle the matter before suit is filed. A mediator shall be a neutral third party agreed to by the parties to this agreement. If the parties cannot agree to the Mediator or resolve the matter through Mediation, this matter shall be resolved pursuant to the terms set forth herein.~~
12. ~~In no event shall Contractor be held liable for consequential damages which arise from any controversy or claims arising out of or relating to this Agreement, or the breach thereof.~~
13. Customer is aware that examples of the materials and services involved in this transaction are exhibited and available for review on Contractor's website and at Contractor's fixed business location which is located 8670 Twinbrook Road, Mentor, Ohio 44060.
 - Buyer hereby acknowledges Item #6: Concrete has a tendency to crack, pit, and spall due to freeze thaw cycles, deicing materials, shrinking, premature loading, or overloading. It is agreed by the owner that the contractor shall not be liable for any repairs of such damages to the concrete.

Date: _____ Signature: _____