

## Stamped Concrete and Concrete Installation Warranty

### Responsibilities / Project Terms and Conditions:

- Colored concrete is a great way to make a plain patio more visually interesting but please remember that variations may occur and are not guaranteed. When selecting a color from a swatch, please remember that when installed the color may appear lighter or darker than it appeared on the chart and possibly even differently in different areas of the patio. It is not possible for us to match the exact color of your porch to your sidewalk or to your driveway. Sometimes even your driveway may not match exactly since most driveways need two or more loads of concrete. This is especially true if concrete placements are made on different days or if you have color added to your concrete. We can get creative by using a slightly different colored border or margin to separate concrete sections so this is less noticeable. Most of these color variations are minor and most will blend over time, but it can occur.
- Exterior concrete is subject to weather, sunlight exposure and heavy vehicle traffic and all of these will result in normal wear on the surface of the concrete.
- Keeping your stamped concrete surface cleaned and sealed is a part of properly maintaining the exterior concrete to better preserve it for many years to come. Resealing is recommended every two years by a professional. This is a service that Texas Remodeling Pros can provide typically or make recommendations for other companies to do.
- Stamped concrete can be slick when it gets wet; we will not assume any responsibility. Texture can be added in sealer for additional costs. This is not included in your pricing unless noted on proposal/invoice.
- For stain removal, do not use harsh acids. Use a product specifically designed for the stain in question and for use on concrete.
- During construction, due to the heavy foot traffic, equipment and procedures needed to complete concrete installation, yard damage most likely will occur. We do operate our equipment in ways to try and reduce this or keep to the same path. Turf repair is NOT included in the price of your invoice unless stated and will be subject to a change order or additional costs if repair is requested. We do take every precaution to ensure your property is protected. We can get our landscapers out after the project to help make repairs. We have no way to determine this ahead of time as there are too many factors.
- We do take precautions to protect your home but concrete splatter when possible but it may occur. If concrete gets on foundation, it will come off with a pressure washer and Texas Remodeling does ensure it gets cleaned off to the best of our ability but it cannot be guaranteed to not occur or may be noticeable.
- If a pumper truck is needed to get concrete to back of home additional charges will apply but will be noted on the proposal prior to start. Typically needed on challenging access or very large projects.
- Stamped concrete is truly an art form, so if you are particular about texture, shape, coloring, fading, non-perfect forming and control cuts in the patio this may not be the best option for your exterior concrete project, please discuss this with your sales person while making project selections. Pavers are manufactured and may be a better selection. Stamped concrete is designed to mimic a natural stone therefore is not a perfect product. No two patios will ever look exactly the same as there are too many natural and scientific characteristic factors. We do not give discounts if you do not like the final results of the patio.
- Texas Remodeling Pros LLC will comply with all city, townships, county and state building code requirements and always recommend obtaining the proper permits prior to the start of projects. All work is to be built to or above current code requirements.
- Retainer deposits are non-refundable, (typically takes care of permit processes and design fees). If you need to cancel your project or need to reschedule your project for a later date, please notify us at least 30 days prior or sooner. We will work with clients to reschedule into a better time frame if needed or work through the cancellation process.
- If we are requested by the client, to build in a manner that we do not recommend or is not to current code standards, that scope of work will not be covered under workmanship guarantee.
- Any additional work not related to the original scope of work will be subject to a change order and will be an additional cost assumed by the client. Change orders typically add a \$65.00 base fee for each item, plus labor and materials. We also may require change orders to be paid in full upon approval prior to work being completed which may adjust/change the payment schedule from its original outline on your proposal. We do require change order acceptance prior to the additional work being performed. Once forms are set and approved, we cannot accept any changes to the design. Clients must sign off on forms prior to pour (verbal on site to crew is acceptable). Change orders may also delay the timeline of your project.
- We do ask that before the project begins that you move all outdoor furniture or any other items in the construction zone, out of the area that our crew will be working in so that the items do not get damaged during construction. If there is any reason why you are not able to move an item please notify your project manager, foreman or office ahead of time and we can help make arrangements to ensure this is completed safely.
- Texas Remodeling Pros LLC is not liable for damages caused by other contractors or delivery trucks. They are not our employees and we can't control outside contractors. We are also not responsible for any materials, purchased by clients, that are left unattended on the property. Please safeguard materials by storing in a safe location before and during construction.
- If Texas Remodeling Pros LLC has a returned check from the client that will result in a \$50.00 fee charged to the home owner and a cash or credit card payment may be requested if any future payments are to be made.
- Texas Remodeling Pros LLC is not liable for delays due to unforeseeable causes beyond the control of, and without the fault or negligence of the contractor, including acts of God, acts of the homeowner, fires, floods, tariffs, strikes, freight embargoes, severe weather, material unavailability, material theft or inability to obtain materials/equipment. These delays do not constitute abandonment and are not included in calculating time frames for payment or performance. Delays beyond our control may also delay a start date or completion date. We will notify you if any delays are known. We do ask for grace in this area. We do our best to notify you if there are any delays.
- We do NOT give discounts if we can't start on time. It is the nature of our business working outdoors. We do respect your schedules and will do our best. We don't want to rush our employees on their current projects to get to yours and we wouldn't want them rushing on yours.
- Our contracts do not include hidden or unknown contingencies such as but not limited to: concealed pipes, rotting or decay on home foundation/footer depths more than 18 inches due to soil bearing, relocation of underground utilities. Should rock or other hard or similar material be encountered in the footing or any excavation, such as post holes, which require the use of a breaker or another unusual method, to remove the hard material, the extra cost will be billed as a change order and due as specified.
- Extra labor costs are billed at the rate of \$65.00 per man per hour. In the event unexpected equipment rental is needed and is not outlined on the signed proposal, the customer is responsible for payment of rental and to be paid by the customer prior to renting equipment. Change orders are to be paid in

advance of any work performed or invoiced at the end of job; this will be determined by Texas Remodeling Pros LLC on a case-by-case basis. Majority of the time change orders are due immediately.

- In the event extra concrete is needed (more than 5") due to grade and a thickened edge is not noted on proposal or invoice additional charges may apply. We will do our best to determine this prior but from experience this cannot always be determined 100% of the time prior. We will know after excavation and base installation. We would notify you prior and will need a change order signed and approved prior to pour. As with all construction projects we recommend setting aside around 3-5% of project cost as a contingency budget.
- Sealing your patio upon completion is included for all stamped concrete work. No sealer is included for standard broom finish concrete. Concrete is porous in nature, therefore when we seal a stamped patio it may absorb differently in different spots. If you notice any discoloration or it looks like sealer was applied to certain spots and not others this is normal. Just let us know right away and we will come out to apply a second coat of sealer. (2) coats max. If our team notices any while on site they may just go ahead and add a second coat. Any additional sealing requests would be additional costs. Too much sealer can create issues so we try and put thin coats on at a time. Sealer will break down from UV rays and other outdoor elements and is not warrantied. Sealing of your patio is considered maintenance after initial coating. Concrete sealers can cause patios to be a bit more slippery. Ask our team about the differences in sealer options or textured sealer if it's a concern.
- You should wait 24 hours before walking on the concrete. We recommend 5-7 days before putting furniture back on your new patio to give the patio time to cure. For heavy items we recommend waiting at least 30 days prior to placing items on patio. Concrete depending on thickness can take 30-90 days to fully cure. Fun fact: Did you know that the Hoover Dam concrete is still curing to this day?
- Clients are responsible for reviewing the layout after forms are set. Once concrete is poured there are no adjustments that can be made to your patio after concrete is poured.
- We do need access to your backyard to complete the work. We cannot use neighbor's property to access your yard without a written access agreement signed by them.
- We cannot be held financially responsible for damages to turf, drainage pipes, sprinkler systems, cracks in cement driveways, asphalt cracks in driveways to gain access to the backyard by using our equipment to complete the project. We will not have concrete trucks in the driveway when possible.
- We factor 6 pieces of plywood to be used for protection when we do projects. Our main focus will be to protect the front yard and side yard. This does not guarantee that turf repair will not be needed. If additional plywood or yard protection is requested or will be needed, we will have to charge for 3/4" 4x8 sheets of plywood. Plywood pricing is around \$40-\$50 per sheet.
- When a project is completed and if an issue or concern arises, please contact our office or project manager and NOT directly to the project foreman. They are typically on other job sites working and we do not want them to forget to notify the office to actually schedule it. Our office is better equipped to schedule these items. Processes are very important to helping better serve our clients.
- All patios are to slope away from the home foundation. Typically, 1/8" per 1'. Rebar will be tied into the home foundation.
- Concrete is going to flake and pop. Weathering may cause a stone or stone(s) to become exposed, but this does not compromise the integrity of the slab. All flaking and popping that covers less than 20% of the surface of the slab is considered normal in the concrete construction industry.
- Concrete edges near ground may be rough and it is the customer responsibility to lay new soil or landscaping upon completion of project to cover the bottom edges of concrete. Landscaping is not included

### Limited Warranty:

Concrete workmanship is warranted for (1) year for any major sinking and/or cracks (bigger than 1"). Cracks exceeding 3/16" only will be filled within the 1st year. Filling cracks can still be noticeable. There will be no "Major Cracking," "Major Scaling and Spalling" or "Major Pop Out" due to defective materials or workmanship as these items are natural characteristics of concrete. Shrinkage and/or hairline cracks may occur (spider cracks are normal). Cracks... Yes- concrete does crack. We do not like it either but in most cases, it is bound to happen. This is why we install crack control joints where the concrete is most likely to crack. If the concrete cracks in these control joints, this is exactly what we had hoped for. Sometimes it doesn't happen exactly where we want it to either. Typically, concrete cracks can happen very soon after it is poured, even the same day. We do everything we can to control cracking, but there is NO GUARANTEE that concrete will not crack in other places. The only thing we can control is that your patio may crack. When picking a stamp, we recommend keeping this in mind.

### Definitions:

Industry Standards: "Other exterior concrete" includes patios, sidewalks, and other exterior flat work. "Major Cracking" means cracks wider than 1 inch that: \*in total length, are more than 30% of the length of all of the joints in your driveway or other exterior concrete; or \* In any parcel, the total length is more than 30% of the perimeter length of the panel. "Major Scaling and Spalling" means any substantial surface disintegration that occurs at the surface of the driveway or other exterior concrete that covers more than: \*10% of the surface area of your driveway or other exterior concrete; or \*25% of any panel of your driveway or other exterior concrete. "Major Pop out" means more than 50 conical breakouts per 100 square feet in the concrete surface from fractured pieces of aggregate.

### Exclusions:

This limited warranty does not apply to damage resulting from \*abuse of your patio or other exterior concrete \*not any purpose other than residential purposes \*fire, flood, earthquake, defective subsurface or other act of God \* altering areas near your patio or other exterior concrete so that drainage or water runoff undermines your concrete \* the growth of trees (including roots) or plants near your patio or other exterior concrete \*deterioration of concrete caused by using salt or other de-icing chemicals causes the concrete to peel \* Scaling , spalling or pop outs other than major scaling, spalling or pop outs \*Contact between your patio or other exterior concrete and vehicles, foreign objects, animals or persons (other than contractor) during the 3 day period after your patio or other exterior concrete is installed \*Cracks other than major cracks \*discoloration or stains \* any settlement or shifting from installation or repair of utility trenches near your patio or any other exterior concrete at the point where it meets the home or any other structure. Also, uniformity in the color of a patio or other exterior concrete may vary within the same pour or when repaired or replaced. This warranty will not guarantee uniformity in color. Lastly, after we pour the patio, we cannot guarantee against vandalism such as hand prints, animal foot prints such as deer, dogs, cats or other wildlife. We cannot be responsible for leaves, branches or other natural material that may cause a blemish to the patio. We would work with you to help come up with a solution to fix but may result in additional costs.

### Remedy:

A. If you think that your patio or other exterior concrete has Major Cracking, Major Scaling and Spalling, or Major Pop outs due to defective materials or workmanship, you must notify your Contractor in writing along with providing 3-5 pictures of each area in question. Please ensure pictures included in the email or mail include both close-ups and wide shots of the areas of concern. You are able to call the office but will be asked to follow up with the

request in writing via email or mail. IF YOU DO NOT NOTIFY THEM WITHIN 90 DAYS AFTER YOU DISCOVER MAJOR CRACKING, MAJOR SCALING AND SPALLING, OR MAJOR POP OUTS, YOUR LIMITED WARRANTY RELATING TO THAT CONCERN IS VOID. TELEPHONING WILL NOT PRESERVE YOUR RIGHTS.

B. Once your Contractor receives notification, your patio or other exterior concrete will be inspected by your Contractor or representative within 30 days to determine if Major Cracking, Major Scaling and Spalling, or Major Pop out has occurred due to defective materials or workmanship.

C. If Major Cracking, Major Scaling or Spalling or Major Pop out, which is the subject of the notice, occurred within 1 year of the completion date due to defective materials or workmanship, the Major Cracking, Major Scaling or Spalling or Major Pop outs will either be repaired or the damaged part of your patio or the exterior concrete will be replaced. This will be carried out at no charge to the homeowner. Texas Remodeling Pros LLC reserves the right to choose between repair or replacement and this will be explained to the client once decided upon after assessment of the defects. Repair work will be noticeable.

### **Disagreement:**

If you and Contractor cannot agree on any item pertaining to the execution of this Limited Warranty this does not give the homeowner the right to withhold any final payments and does not give the contractor the right to refuse to resolve the issue. You and the Contractor agree to abide by the following dispute resolution procedure: Any party shall submit their disagreement to the for binding arbitration within 30 days of notice. An Arbitration Panel will be comprised of three (3) persons. These three (3) persons will be selected by American arbitration associations standard guidelines for an Arbitration Panel. The Arbitration Panel will hear the disagreement and render a decision. All parties agree to abide by the decision of the Arbitration Panel and will consider the decision as final.

### **No Other Warranties:**

There are no other warranties, expressed or implied concerning your patio or other exterior concrete installed by Texas Remodeling Pros LLC.

### **Photos For Marketing Use:**

During the project we will take pictures and document the entire building process. We reserve the right to use any of the images of our work for our own portfolio. This includes social media postings and/or website posting. Please let us know prior to the start of the project if you believe you have any issue with this process. We do factor this in when pricing out projects. We do not pay for much advertising, so we rely on word of mouth and social media marketing. Texas Remodeling Pros owns the copyright of the work we produce. Photos shown only advertise the workmanship, project illustration scope of work. Your privacy is very important to us so we are careful to not photograph any location details nor would we release any location information to any projects. After construction we may request to stage your deck or patio for professional photos and we would reach out to you directly to request this after construction.

### **Payment Information:**

Customers must be available upon completion of the work and final payment is due at this time. If the customer cannot be available when the project is done, then final payment must be made online via our secure online system called QuickBooks the day of completion or per project breakdown schedule, or must leave payment in a predetermined location for our project manager to pick up. In the event, the work is completed and punch list items need to be addressed or we are delayed on available material to put the finishing touches on the project the customer may retain only up to 10% of the final payment amount. We do not allow clients that are not home upon completion to hold back 10% payment until they return home. If there are any punch list items you see when you return, we will be back out within a week or so to address right away. It's covered under our workmanship guarantee. Texas Remodeling Pros operates on a Turnkey method. Meaning we will provide all materials and labor and we are responsible for any shortages, overages of materials within the scope or details outlined in the proposal or any change orders. We try to order materials as close to the project start as possible but materials may be delivered up to 2-4 days prior to start. We do not offer labor only pricing for work. All proposals will have a payment schedule breakdown outlined in the proposal/Invoice to follow throughout the project. Any additional work requested, which is not outlined in the proposal, will not be performed unless added as a change order per client's request and signed to approve prior to the additional work occurring. Any change order forms will be presented to the client by project manager or project foreman during construction. If there are additional materials leftover after the project is completed, they are the property of Texas Remodeling and we will call the supplier for pick up. Ordered material quantity is typically higher than estimated quantity. Excess material can be purchased from us at retail cost but we would need to put it in as a change order. We do not leave you extra boards or blocks and we get a credit for extra items not used. Typically, when the job is completed the project foreman will contact our lumber yard to set up for a return pick up. Please do not move these items or alter in any way while they await pickup. We take photos and send the supplier a list of what is to be returned for credit. This may take up to 3-5 days. If it takes longer than this, please contact our office at 210-774-2666. Every once and a while it does take them longer so just let us know.

### **Job Site Conditions:**



- On larger projects Texas Remodeling may provide an on-site portable restroom for the use of our field workers only for the duration of the project. Upon completion of the project, we will call for the next available collection date. If the restroom is vandalized or damaged in any way the homeowner is required to notify Texas Remodeling and be able to provide testimony, if necessary, in the event we need to take legal action for damages.
- Safety is our top priority. Please keep children and pets away from the working area and off our equipment if left overnight on site for safety reasons. We also ask that homeowners give our crews ample space to work or we will have to charge additional fees for delays that could cause. Our crews will stop working for your safety and theirs to answer and questions or concerns. We ask that clients stay at least 50 feet from the project location while crews are working. Customer agrees to hold Texas Remodeling harmless in the event of injury as a result of being within 50 feet of the project location. We know a large project can be very exciting to watch and it's your property but this is very important for the safety and efficiency of our crews.
- Texas Remodeling Pros may utilize dumpsters on the driveway during the project. The dumpsters are for All Decked Out's use only. They are not to be used for trash or household items or they charge us additional and those costs would be passed on to the homeowner. They are for construction debris only. Upon completion of the project or when the dumpster is full Texas Remodeling Pros will call in for first available pick up. Customers can expect to wait several days for the dumpster company to pick up.
- On site Working hours: Our crews typically arrive around 7:30 am - 9:30 am and typically work on site until 3:30-4:30pm Some crews may stay later or work on Saturdays. We typically do not work Sundays as a day of rest and to spend time with our families. If we elect to work weekends, we do not allow our installers on site before 8:30am unless approval from homeowners. If the crew calls off due to weather, illness, or have family issues where they need to take the day off, we will make every effort to notify you as soon as possible.
- Our project managers will be stopping by sometimes with and sometimes without notice to check on the project status during the working hours. Typically, several times during a project depending on scope. Our project managers may not be on site every day. If they are not on site, they may still be working behind the scenes making sure your project goes well. Feel free to reach out to them during working hours if you have questions or concerns. If an after-hours meeting is truly needed, please schedule a time with them to do so. They are home with their families after working hours but if emergency contact is needed, please contact them. Please remember that it's the final destination that matters even if the journey has a few challenges.
- Texas Remodeling Pros may elect to subcontract some or all of the services provided but Texas Remodeling Pros ensures all subcontractors or companies involved carry the legal limits of insurance required by law. Our subcontractors are not just randomly picked but are recruited by our company and we have very strict guidelines for companies who can do work with our team.

**Driveway Damage Waiver:**

Depending on your project scope heavy trucks and equipment may be needed. If we have the option to use your grass for equipment access this is preferred. Turf repair is much less expensive than concrete. You can also request plywood be placed down to help protect the yard but plywood is nearly \$50 per sheet and we can add \$25.00 per sheet to the cost if requesting plywood because we can get 2 uses many times from the plywood on other projects. Plywood cannot be used on hillsides for safety of our crews. Some projects we have no choice but to use the driveway. We will always do our best to minimize any damage but everything does have some sort of risk. Texas Remodeling Pros will not be responsible for any damage to areas caused by movement of equipment on these surfaces. We are not responsible for any concealed pipes where the weight of equipment may cause damage. We will discuss preferred access methods at the pre-construction meeting. Dumpsters and material deliveries need to be placed in driveways or right off of driveways near working areas. As with all construction projects we recommend setting aside 3-5% of project total for any contingencies that may arise. We do not want to just factor this into every job but would just like to be upfront about what can happen and what's not included in the project costs.

**Important Warranty Details:**

The warranty is rendered null and void in the event a customer fails to make payments in accordance with agreed payment schedule, refuses to pay change orders. Warranty is applicable after the job completed and last payment is paid in full. Warranty does not apply if balance is not paid in full. If any repairs need to be made within the period of the warranty, the Customer should notify Texas Remodeling Pros in writing along with pictures of problem areas. Any workmanship problem will be fixed by Texas Remodeling Pros typically within 30 days weather permitting. Within the workmanship warranty, Texas Remodeling Pros is only responsible to the extent of the labor cost of the work done. No refunds will be made exceeding the labor cost in this agreement. If you wish to have another company complete the repairs, we do not compensate you or others for the repair over and beyond the cost of what we would pay our subcontractors, and the warranty is void for that part of the work.

By signing your this today, you are accepting and agreeing to the terms and conditions listed above. Thank you

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Client Name

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Date Signed