

Parker Paving and Grading

ALL TERMS AND CONDITIONS STATED HERE ARE BINDING PART OF THIS CONTRACT

Payment: It is understood that payment is due upon completion unless stated otherwise.

- 1) The job site must be ready for Parker Paving and Grading to move into as scheduled by owner/representative. This includes, but is not limited to the following:
 - * Job site must be in same condition as bid. Any additional repairs, clean ups, any increase in square footage, or additional work not in original bid will result in additional charge.
 - * The work site shall be free from anything that would prevent Parker Paving and Grading work to proceed upon our arrival.
 - * Any delays of our work will result in additional charge.
 - * All irrigation must be turned off (24) hours before our scheduled move in and left off for (24) hours after our completion of work.
 - * It is the owners/representative responsibility to notify any tenants or other parties of Parker Paving and Grading's move in date and their responsibility to stay off the property. Any delay caused by your tenants will result in an additional move in charge.
 - * On removal and replacement of existing asphalt, if thickness is more than stated in the contract, you will be billed for the additional material for the thickness.
 - * If any base or subgrade problems occur, you will be billed for the additional labor, equipment, and material that is used to correct the subgrade problems.
- 2) Parker Paving and Grading shall not be responsible for the following unless stated in our contract:
 - * Any damage to underground utilities not set at correct depth, not shown on plans, or marked job site, to include gate, signal, safety loops.
 - * Any permits, licenses, fees, etc. unless stated in our contract.
 - * Any pavement sinking or setting resulting from others compaction, water erosion, improper grade, or any existing water problems, etc.
 - * On overlays Parker Paving and Grading is not responsible for drainage unless specified in our contract.
 - * Parker Paving and Grading is not responsible for cracks or blemishes in concrete work.
 - * On all seal projects material will not bind to oil saturated spots. Normal cleaning procedures do not include removal of oils.
 - * Any damage resulting from barricades removed or taken down prior to the times set forth in contract.
 - * Any damage to concrete, autos, shoes, clothes, or other things as a result of going onto the asphalt before it cures.
 - * Any damage that is not the result of negligence or willful misconduct of Parker Paving and Grading.
 - * Crack filling will settle and re-crack even though it is correctly applied. Cracks will show through slurry coating.
- 3) Parker Paving and Grading is not responsible for tire prints, power steering or scuff marks on asphalt or seal. This is a normal occurrence; with traffic they usually blend in a few days.
- 4) Owner/representative agrees to pay all court costs and reasonable attorney fees in the event that this contract is turned over to an attorney for enforcement or collection and Parker Paving and Grading is the prevailing party.
- 5) Any invoice not paid upon completion or as stated in the contract will be subject to interest of 1.50% per month.
- 6) The owner/representative shall hold harmless Parker Paving and Grading from any and all claims whatsoever involving the property upon which work is performed, to include, property damage, bodily injury, death or any occurrence other than resulting from sole negligence or willful misconduct of Parker Paving and Grading.
- 7) The scheduling is subject to the availability of material.
- 8) Price good for 30 days unless stated otherwise.
- 9) State Contractors are regulated by the Contractors State License Board P.O. Box 26000 Sacramento, CA 95826.
- 10) Per California State Law a 20-day preliminary notice may be filed.

Owner of property name:

Owner address:

The prices, specifications, payment terms, and conditions are hereby accepted. You are authorized to proceed with the work.

Signature: _____

Date: _____