



COMPREHENSIVE ASPHALT & CONCRETE SERVICES

CONTRACT GENERAL CONDITIONS

WARRANTY COVERAGE:

Work quoted in our proposals is covered by our standard warranty against defects in materials and workmanship for a period of 12 months, subject to the terms and conditions contained herein, unless stated otherwise. Due to the volatility of the crude oil market and the potential for geopolitical issues, prices quoted are valid for 30 days from issue date of the proposal, unless specified otherwise.

STANDARD TERMS:

This contract shall be subject to the following general conditions and standard terms of the contract printed below. Hutch Paving, Inc., will be referred to as contractor or HPI. The owner, architect, client or customer to whom this proposal/contract is addressed and authorized by will be referred to as "Customer".

A finance charge of 1-1/2% per month will be added to all past due accounts; an annum of 18%.

Payment is due in full upon completion or upon invoicing of completed work.

NO ORAL AGREEMENTS:

It is expressly understood that all terms, agreements, and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

CHANGES:

No changes or alterations in the specifications shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.

EXTRA WORK:

Any additional work requested beyond the specifications on the reverse side will be outlined in writing on a separate proposal form. Extra work performed on a time & material basis shall be signed for at the time the work is performed. The lack of a representative of the Customer does not relieve the Customer from payment obligation for the work billed.

ESTIMATED OR APPROXIMATE QUANTITIES:

Quantities and areas in this proposal are approximate, arrived at for estimating purposes only. In addition, it is understood that payment is to be made on actual quantities of work completed and actual areas covered unless otherwise indicated.

PROPERTY LINES:

The Customer shall establish and designate property lines, and shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Customer trespass on other property. Also, the Customer shall be responsible for any damages caused hereby to the owner of any property encroached on by work specified in this proposal.

DELAYS/TIME OF COMPLETION:

HPI shall complete this work within a reasonable time, but shall not be held responsible for delays beyond the control of the contractor.

SUB GRADES:

No material shall be placed on a wet, unstable or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract.

MINIMUM GRADE:

HPI reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If construction is performed with less than a minimum grade of 1%, it is understood that waterponding may occur and that there is no warranty attached to the work as to satisfactory surface drainage. Depressions over 3/4" can be filled.



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WATER DRAINAGE:

HPI will make water drain as best as possible. However, we make no guarantees against drainage of new or old pavement of any type when resurfacing and not replacing the project in its entirety.

PERMITS

Customers of the work shall obtain and pay for any and all permits, inspections or assessments if they are required, unless otherwise noted.

ZONING REQUIREMENTS & REGULATIONS

HPI assumes no responsibility for determining whether Customer has the legal right or authority to perform the work as specified. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, the Customer shall, nevertheless, be obligated to pay for the work performed as ordered.

REPRODUCTION CRACKS

When resurfacing existing pavement of any type, HPI is not responsible for the reproduction of cracks ("reflective cracking") which may occur when resurfacing existing asphalt.

STOCKPILING MATERIALS:

HPI shall be permitted to stockpile materials necessary to perform its work on the Customer's property or adjacent to the site of the work at no cost.

HIDDEN OBJECTS:

HPI assumes no responsibility for removing hidden objects encountered during the performance of their work, nor the cost associated with same.

THICKNESS OF ASPHALT PAVEMENT:

All descriptions of pavement in this proposal refer to average thickness. Variations in subgrade and technical limitations may result in variations from the average. HPI warrants that sufficient material will be used on the project as to result in the average thickness named.

SOIL CONDITIONS:

HPI assumes no responsibility for any unusual soil conditions encountered that are not specifically referred to in this proposal. Also, HPI assumes no responsibility for the excavation, removal or disposal of any contaminated soils encountered during any excavation for the Customer. The Customer will pay an extra cost for such conditions incurred by HPI.

TREE ROOTS:

Contractor shall not be responsible for any damage to trees occasioned by the removal of tree or tree roots in preparing the site.

UNDERGROUND STRUCTURES:

It is the Customer's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water lines, gas lines, etc., which might be encountered by HPI in the performance of its work. HPI shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If a condition develops in the performance of HPI's work where the identity or location of the underground structures varies from those specified herein, any extra cost incurred thereby in moving, protecting or covering same, or otherwise, shall be borne by the Customer.

COLD WEATHER CONDITIONS:

Effective October 1st, jobs are subject to winter conditions (50 degrees or below). Roller marks and asphalt marks may be visible due to cold weather temperatures.

STREET PRINT®

The sample card replicates as closely as possible the Street Bond Surface System. Natural pigments are used in the colorants, and as a result some color variation may occur. It is recommended that these colors be applied in an inconspicuous area of asphalt to verify color choice.



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STAMPED CONCRETE

Color samples shown represent the color of the finished product as closely as possible when sealed with two coats of hard bright sealer. Variations occur due to differences in cement aggregate, water/cement ratio, weather, finishing and application methods.

NOTICE OF COMMENCEMENT

Notice of Commencement is requested per Sec. 570.1108a (1)(9)(10)(11) of the Michigan Construction Lien Act 497 of 1980, on any signed contract.

STANDARD TERMS OF CONTRACT:

Customer shall not withhold payment to HPI in the event of any dispute arising out of this contract. In the event of a dispute, Customer will deposit any unpaid balance due on this contract with a mutually agreed upon bank, which will act as an Escrow Agent until the dispute is resolved.

Any dispute arising out of this contract that cannot be resolved between the Customer and HPI shall be submitted to an arbitrator who shall be a registered engineer or architect selected by both parties. In the event the parties cannot agree upon such an arbitrator, the American Institute of Architects shall select the arbitrator and the arbitration proceedings shall be governed by their rules.

The decision of the arbitrator shall be binding upon the parties and enforceable in a Circuit Court for the State of Michigan. The arbitrator shall be empowered to direct the Escrow Agent to disburse the funds held in escrow to the proper party and to direct such other relief as he determines necessary.

The cost of the arbitration shall be borne equally by both parties.

In the event of an anticipatory breach of this contract by Customer, HPI shall be entitled to liquidated damages equal to 25% of the total contract amount.

The Customer shall pay HPI all costs, including actual attorney's fees, incurred by contractor in enforcing this contract, including collection of any payment due herein.

I have read all pages and agreed to these general conditions. The general conditions and prices and specifications associated with this contract are hereby accepted. Hutch Paving Inc. is authorized to perform this work.

Authorized Signature

Print Name & Title

Date