

GENERAL TERMS AND CONDITIONS

In this agreement Contractor means **G.B.R. Construction & Property Services, Inc. (DBA GBR PAVING)**, and **Owner** means and/or any General Contractor and/or Agent of Owner. This is a proposal for a specific scope of work requested, not a complete property evaluation. All Terms and Conditions stated here is a binding part of the front page Contract and is a binding part of the General Contractors' Contract if accepted.

GBR PAVING reserves the right to cancel this contract, even though it is signed by one of its representatives, if not approved by it's General Manager, Property Supervisor or Property Owner. If not approved, notification will be made no later than five (5) working days from the date that the original signed contract was received at the office of **GBR PAVING**. Fax copies will not be accepted as a binding of this contract.

1. It is the owner's responsibility to notify all tenants or other interested parties at least 48 hours before work commencing, the date and time that work will commence and the date and time for completion to remove all personal belongs off designated job site area.
2. Property Owner will pay for Engineering, inspection and permit fees required by public agency or utility unless otherwise included in the contract.
3. If it is necessary for owner to reschedule the job. Owner must notify **GBR PAVING** in writing at least 48 hours in advance. If notice is not given on time, Owner agrees to pay a "move in" fee due to time spent by **GBR PAVING** in all preparations.
4. Any **Change Orders** required for the job shall be approved by the Owner or Agent in writing, except those when Owner or Agent can be present and is approved by phone, then contractor will make the decision to perform on behalf and best interest of Property Owner at Owner's expense. Property owner will then pay within 24hr. in full all expense for materials, equipment used and labor at contractor's prevailing rates unless quoted and agreed upon in writing.
5. "Move in" means any extra day or hours needed to complete a scope of work missing, due to a re-schedule, cancellation, or obstruction of materials, cars or any other cause for the completion of scope of work in schedule of contract by Owner's approval.
6. If for any reason beyond the control of **GBR PAVING** an additional "move in" should result, the MINIMUM FEES will be at the rate of:
ASPHALT PATCH & REPAIR WORK: \$ 1,600.00 per move SEALCOAT WORK: \$ 1,400.00 per move PAINT STRIPING WORK: \$ 450.00 per move.

PAYMENT

7. Progress payments and change orders must be paid on time before continuing work in progress. It is understood that payment is as specified in contract.
8. Full payment is DUE and payable within 10 days upon job completion.
9. Property Owner/General Contractor/Agent agrees to pay all court cost and reasonable attorney's fees including all collection expense in the event of delinquent payment.
10. After all work is completed, any UNPAID INVOICE 30 days late voids any WARRANTY and unpaid amount will be subject to a monthly interest of 1.5% financial fee and \$35.00 late payment. Invoices are considered paid when the check payment deposit has been properly cleared into **GBR PAVING** bank account.

MATERIALS

11. MATERIAL SAFETY DATA SHEETS ARE AVAILABLE UPON REQUEST.
12. **GBR PAVING** warrants that the material to be used will be as specified or of equal quality. Owner will claim Manufacturer warranty on materials.

WARRANTY OF WORKMANSHIP

13. Work performed under the contract shall be completed in a workmanlike manner. Approval by building inspectors or Property Owners shall be deemed to constitute a determination that work was completed in a workmanlike manner and shall be binding on the undersigned. There are no warranties either expressed or implied except those specifically set forth in this contract, and there are absolutely no guarantees on: (1)If required, Jobs with no building permits properly filed by Property Owner or Agent to the agency governing the project, commercial or residential. (2)Property Owner or Agent not present at the commencement of work to ensure accuracy of replacement materials or thickness installation. (3)Property Owner or Agent not present at the end of work to ensure job completion. (4)Any damages to underground utilities, landscape irrigation, electric wiring, etc. not shown on blue prints or marked on the job site. (5)Against any concrete cracks, reflective cracking from any resurfacing (Petro-mat or overlays) new cracking appearance after sealcoat, settling, raising, or concrete discoloration, nor is mastic guaranteed from pulling away as a result of roots growing, pavement raising or settling, water drainage problems from any new concrete installation or asphalt patching overlays due to pre-existing grading or pavement conditions, included, but not limited to poor or unstable base conditions, improper grades, or underlying water problems, etc. (6)Damage to asphalt, caused by oil drips from cars, oil-saturated spots or other substances that cause the sealcoat not to bind properly to the asphalt, failed or cracked asphalt areas not removed or patched not specified within the contract, Sealcoat peeling on oil damaged areas in asphalt (Normal cleaning procedures do not include the removal of oil). (7)"Power Steering" or scuffmarks on the asphalt or seal made by the cars. This is a normal occurrence especially in hot weather and usually blends back and mends itself in a few days (8)Sealcoat wear and tear applied on one coat only (When Manufacturer recommends 2 coats of application). (9)Peeling Paint on curbs when not accepting pre-cleaning. (10)Damaged sealcoat due to not closing irrigation 24 hr. Before and after application or due to the rain of next days.
14. Guaranties and Warranties are effective only when Owner has provided **GBR PAVING** with a soil report & site plans engineer approved and has complied with all terms and conditions, full payments to contract, change orders, and other provisions of this contract.

ADDITIONAL COST

15. The job site must be ready for commencement of work as scheduled with Owner. This includes, but is not limited to:
 - a) The job site must be in the same condition as when the job was bid. Any clean up or changes that add to our costs of operations may be billed to Owner as a Change Order to the original contract. Any increase in square footage or work will be billed at unit cost specified in the contract.
 - b) The job site shall be clear from; cars or any other articles, prior to **GBR PAVING** crew arrival, so that work may commence and finish on time as scheduled.
 - c) Any standing time or delays caused by Owner project will be billed \$45.00 per hour man, \$65.00 per hour on each equipment as an additional charge.
 - d) All landscape water must be turned off 24 hours prior and 48 hours after work is done to allow for the curing of materials installed.
 - e) All areas work completed must remain closed to foot and vehicular traffic for a minimum of 24 hours after work completion.
 - f) Owner will be billed for additional materials due to the increase in thickness or low spots filling and wire/rebar removal in concrete unless specified in the contract.
 - g) If any base or sub-grade problems occur, Owner will be billed for additional labor, material, or equipment required remedying all sub-grade problems.
16. Owner approves, all expense incurred by **GBR PAVING** in repairing any damages caused by others including but not limited to general cleaning, scratch on new concrete, seal cleaning on pavement, shoes, carpet, cars, car tires, paint on shoes, etc. Charges will be invoiced separately for payment.

EXCLUSIONS

17. **GBR PAVING** is not responsible for pre-existing engineering with respect to drainage. Any pavement sinking or settling resulting from failure or settling of sub-grade from water erosion, improper compaction made by others or other causes beyond the control of **GBR PAVING**.
18. **GBR PAVING** is not responsible for damages to underground utilities, water lines, wire damaged not marked by a dig alert company, Owner or Agent to rock or sub-grade caused by water infiltration. Job site is free to start scope of work without any underground utilities responsibilities.
19. **GBR PAVING** is not responsible for other areas not repaired other than specified in bind contract or any kind of damages in areas while operating equipment.
20. **GBR PAVING** is not responsible for any damages on seal or asphalt when cars or pedestrians trespassing traffic indications or barricades removed or taken down by Owner or others prior to the times indicated. Any damage to cars, shoes, clothes, carpets, or other items as a result of going on to asphalt prematurely. Any damages that is not the direct result of negligence or willful misconduct of **GBR PAVING**.
21. **GBR PAVING** excludes from the services quoted here all GENERAL CLEAN-UP, MAINTENANCE, DAMAGES & PROTECTION OF THE SCOPE OF WORK DONE, TRAFFIC CONTROL REMOVED BY OTHERS after operation hours. Upon completion of each segment of the designed work Owner approves and accepts by **GBR PAVING** the work done and assumes maintenance and protection of the work.
22. Crack filling does not imply crack repair and they will settle and re-crack even though it is properly applied. Cracks will still show up through any seal coat application.
23. **GBR PAVING** shall be excused for any delay in completing this contract caused by acts of God, acts of the Owner or Owner's agent, inclement weather, labor troubles, acts of public utilities, public bodies and inspectors, extra work, failure of the Owner to make progress payments promptly, or other contingencies unforeseen by and beyond the reasonable control of **GBR PAVING**.
24. Owner agrees to indemnify **GBR PAVING** from any claim or law suit for bodily injury or property damage arising from the design construction or installation of speed bumps and wheel stops.
25. The Owner or Agent shall hold harmless **GBR PAVING** from any and all claims whatsoever involving the property upon which work is to be performed, including property damage, bodily injury or death, or any other occurrence other than resulting from the sole negligence or willful misconduct of **GBR PAVING employees**.

NOTICE TO PROPERTY OWNER:

NOTE: "Under the Mechanics' Lien Law" (California Code Civil Procedure, Section 3097, 3098) any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property but is not paid for this work or supplies, has the right to force a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, but the sub-contractor, laborer or supplier remains unpaid."

"I have read, understand and accept the Terms and Conditions of this agreement "

DATE

SIGNATURE