

**INVOICE APPROVAL****VENDOR****Middlesex Paving LLC****FISCAL YEAR**

2025/2026

DEPARTMENT

541 - Public Works

DEPT. ASSIGNED NO.

PW2526-001

INVOICE #	DESCRIPTION OF SERVICE OR PRODUCT	BUDGET LINE #	BUDGET LINE DESCRIPTION	LINE AMOUNT	INVOICE TOTAL
44324-02F	Progress Billing for McCoy Road	001-541-00-6320 ✓	CIP - RESURFACING & CURBING	\$72,591.00	\$ 72,591.00

INVOICE(S) TOTAL**\$ 72,591.00****APPROVAL****PURCHASING METHOD USED:**

- ☐ Informal Purchasing (purchases less than \$2,500)
- ☐ Quotes (purchases from \$2,500 to \$49,999) - Three (3) quotes attached (or written explanation if quotes not possible)
- ☐ Contract
- ☐ Piggyback
- ☐ Sole Source - Documentation, written justification, and City Manager or Council approval attached
- ☐ Emergency Purchase - City Manager approval attached
- ☒ Other **Quotes Attached ✓**

Department : Public WorksDate: 10-9-26

City Manager: _____

Date: _____

Finance notes:
10/14/26: Does not have
Council approval.
- Formal solicitation
procedures were
not followed.
(TH)

This form must be attached to all invoices except for contracts, utilities, professional services, and other recurring disbursements. This form must be signed by the department head or their designee and the City Manager before payment will be processed. The original invoice(s) and all applicable back-up documentation must be attached. If utilizing a new vendor, attach a copy of the vendor's W-9 form unless already submitted to Finance.

Progress Bill

From: Middlesex Paving LLC
1 Spectacle Pond Road
Littleton, MA 01460

Remit To: Middlesex Paving LLC
10801 Cosmonaut Boulevard
Orlando, FL 32824

Invoice: 44324-02F

Date: 08/23/26

Application #: 2

To: City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809

Customer Reference: PO 202679ppB 202679ppA
Invoice Due Date: 09/22/26
Payment Terms: Net 30 days

Contract: 44324. City of Belle Isle McCoy and Fairlane

Paving Performed 8/23 ***

PO 202679ppB 202679ppA

Item	Description	Contract Quantity	U/M	Unit Price	Contract Amount	Quantity Previous	Quantity This Period	Quantity JTD	Amount Previous	Amount This Period	Amount JTD
10	Mobilization - McCoy	1,000	LS\$	2,500.00000	2,500.00	0.00	1,000	1,000	0.00	2,500.00	2,500.00
20	Maintenance of Traffic - McCoy	1,000	DAY	2,500.00000	2,500.00	0.00	1,000	1,000	0.00	2,500.00	2,500.00
30	Milling, 2" - McCoy	3,000,000	SY	6.00000	18,000.00	0.00	2,900,000	2,900,000	0.00	17,400.00	17,400.00
40	Asphalt Paving, 2" (1 Lift) SP-12.5 C 30% - McCoy	340,000	TN	175.00000	59,500.00	0.00	276,520	276,520	0.00	48,391.00	48,391.00
50	Stripe as Existing - McCoy	1,000	LS\$	8,800.00000	8,800.00	0.00	1,000	1,000	0.00	8,800.00	8,800.00
60	Mobilization - Fairlane	1,000	LS\$	2,500.00000	2,500.00	1.00	0.000	1,000	2,500.00	0.00	2,500.00
70	Maintenance of Traffic - Fairlane	2,000	DAY	2,500.00000	5,000.00	2.00	0.000	2,000	5,000.00	0.00	5,000.00
80	Milling, 1.5" - Fairlane	2,500,000	SY	6.00000	15,000.00	2,500.00	0.000	2,500,000	15,000.00	0.00	15,000.00
90	Asphalt Paving, 1.5" (1 Lift) SP 12.5 C 30% - Fairlane	225,000	TN	175.00000	39,375.00	180.00	0.000	180,000	31,500.00	0.00	31,500.00
100	Stripe as Existing - Fairlane	1,000	LS\$	7,000.00000	7,000.00	1.00	-1,000	0.000	7,000.00	-7,000.00	0.00
Total for Items					160,175.00				61,000.00	72,591.00	133,591.00

Total Billed To Date: 133,591.00
Less Retainage: 0.00
Less Previous Applications: 61,000.00
Total Due This Invoice: 72,591.00

APPROVED

10-9-26

VENDOR
Middlesex Paving, LLC
10801 Cosmonaut Blvd.
Orlando, Florida
407 206-0077

SOLD TO
City of Belle Isle Public Works
1600 Nela Avenue
Belle Isle, Florida 32809
Phil Price 689 500-3473

Project/Ship Location
McCoy Road
Belle Ilse, Fl

Work Order Authorization	
Date	Authorization #
7-9-2026	202679ppB

ITEM/DESCRIPTION	Part/Order Number	Quantity	Rate	Amount
Mill and Pave the West Bound Travel Lane of McCoy Road. Work shall start at the intersection of Daetwyler Drive and Continue west to Via Flora		LS	\$91,300.00	\$91,300.00
Tax Exempt # 85-8012618643C-6 Expires 6/30/2028		Tax Exempt/ No Tax		\$0.00
		Total Amount of P.O.		\$91,300.00

Tax Exempt # 85-8012618643C-6 Expires 6/30/2028

Approved Phil Price - Public Works Director / COBI	
Approved Rick Rudometkin City Manager / COBI	

Additional Notes:

Quote # 1

7/6/2026 1:17:13PM

PROPOSAL



Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: (407) 206-0077

QUOTE
 City of Belle Isle Public Works

Submitted To: CITY OF BELLE ISLE
 1600 Nela Avenue
 Belle Isle, FL 32809

Job Name: CITY OF BELLE ISLE - MCCOY
Proposal No.: PV1300

Middlesex Contact: Sage Attwood

Attention: City Manager

Includes up to 1 Paving Mobilization(s).
 Based on Completion by Dec, 2026.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Paving schedule is subject to availability and allocation of incoming aggregate deliveries for asphalt production schedule.				
Mccoy - 1 Lane	MOBILIZATION	1.00	LS	2,500.00	2,500.00
Mccoy - 1 Lane	MAINTENANCE OF TRAFFIC	1.00	DAY	2,500.00	2,500.00
Mccoy - 1 Lane	MILLING, 2"	3,000.00	SY	6.00	18,000.00
Mccoy - 1 Lane	ASPHALT PAVING, 2" (1 LIFT) SP-12.5 C 30%	340.00	TN	175.00	59,500.00
Mccoy - 1 Lane	STRIPE AS EXISTING	1.00	LS	8,800.00	8,800.00
	Mccoy Rd. - 1 Lane				91,300.00

GRAND TOTAL **\$91,300.00**

NOTES:

ACCEPTANCE OF PROPOSAL:

This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____ Date of Acceptance: _____
 Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS

* If additional paving mobilizations are required exceeding those noted above then an added charge of \$4,500 will be required for each extra Mobilization.

* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling mobilizations are required then an additional \$5,500 will be charged for each extra.

GENERAL NOTES

* THIS IS A UNIT PRICE PROPOSAL

- * If work is not completed prior to completion date of contract, Middlesex will review any cost impacts and has the right to revise the unit costs for remaining work.
- * This Proposal is based on quantities supplied by the contractor and unit costs will apply to any overrun.
- * Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
- * Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun/extra work.
- * This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is \$500.
- * Work is to be done during normal business hours Mon.-Fri. (7AM-6PM) or Sun. night thru Thurs. night (per lane closure restrictions).
- * This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
- * Prior to placement of any friction course traffic shall be in final configuration.
- * This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required for access across any bridges then that responsibility will be borne by the General Contractor.
- * Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
- * Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
- * Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization may be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
- * If this project includes the placement of FC-5 Friction then be aware that Middlesex Paving follows the FDOT Specification for 65 degree temperature threshold and we must have a forecast with consistent temperatures meeting this threshold for the entire work allowance...no partial shifts. Typically, night-time placement of FC-5 Friction is not available (due to temperatures) from mid-November through March.
- * The Contract item(s) for milling includes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
- * Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
- * Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
- * Price based on placing asphalt on a firm and unyielding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
- * Middlesex will not be responsible for tack on adjacent roadways due to normal paving operations.
- * Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location and to allow for truck clean-out prior to leaving the project site.
- * When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are existing or constructed prior to paving operations.
- * The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
- * Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
- * Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
- * All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
- * All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards.
- * Prices quoted are based on current prices on liquid asphalt, aggregates, and diesel fuel. Such prices are not guaranteed by the suppliers and are subject to sudden adjustment during the term of the contract. If the costs of these materials increases, Middlesex has the right to adjust the unit costs accordingly.
- * This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
- * This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be

executed.

- * Payment Terms shall be the 30 days from date of Middlesex invoice, unless agreed to otherwise.
- * If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
- * All prep for paving by others, other than stated herein. All access, traffic, and safety control by others. This includes lane closure provided on highways to allow trucks to enter/exit the work zone, even if the work zone is out of and away from active traffic; if the trucks are entering/exiting directly to or from active traffic then a lane closure is to be provided.
- * This proposal includes standard testing performed by Middlesex's certified Quality Control lab and technicians.
- * Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
- * Prices do not include engineering or layout.
- * All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25' in radius). We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work.
- * Sawcutting of existing pavement is not included and is the responsibility of the site contractor.
- * Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
- * This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.

QUOTE
City of Belle Isle Public Works



FROM: Asphalt Paving Systems, Inc.
Kris Shane -East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

[illegible]

* Proposal valid for 30 days



**ASPHALT
PAVING
SYSTEMS**

Page 1 of 3

Quote # 3

QUOTE

City of Belle Isle Public Works



PROPOSAL

LPV-26-12207-1

JOB NAME AND ADDRESS

**McCoy Rd
McCoy Road
Belle Isle, FL**

PREPARED FOR

**City of Belle Isle
4078517730
pprice@belleislefl.gov
1600 Nela Ave
Belle Isle, FL 32809**

CONTACT

**Phil Price
689-500-3473
pprice@belleislefl.gov**

MCCOY RD

MILL AND PAVE 1.5" PROPOSAL

06/25/2026

ADDRESS

493 N WHITE CEDAR RD
SANFORD, FL
32771

TELEPHONE

407-359-1172 Office

SALESPERSON

COREY PHILLIPS

EMAIL

CPHILLIPS@LANDMARKPAVING.COM



PROPOSAL

Dear Phil Price,

Thank you for the opportunity to provide you with a proposal. Landmark Paving specializes in Paving, Parking Lot Maintenance & Repair, Pavement Marking, Signage, Sealcoating, and Concrete Services providing excellent service to all our clients. .

Per your request, we propose to supply the following to complete the indicated job: Labor, Materials, Equipment

Exclusions: Testing, Towing, Permits, As-built drawings, 3rd Party Inspections, Stake Out, Removal, Locating, Or Relocation Of Utilities, Any Other Items As Listed On The Terms And Conditions Page.

Please review the proposal and feel free to call with any questions. Pricing only guaranteed for 30 days to accept and job completed within 60 days of proposa With acceptance of this proposal, we will be sending a **NOTICE TO OWNER** prior to commencing any work.



PROPOSAL

ASPHALT MILL & PAVE 2,622SY @ 1.5" FC 12.5 20% (NIGHT WORK)

Mill and Pave 2,622 Square Yards, to a depth of 1.50 inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using CRS2 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved.
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- Purchaser agrees to pay all cost associated with asphalt milling disposal.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

Price: \$81,193.00



TEMPORARY PAINTED PAVEMENT MARKINGS

This Proposal will consist of the following:

101	710-11-122-Painted Pavement Markings Standard White 8" Solid (Lf)
90	710-11-124-Painted Pavement Markings Standard White 18" Solid (Lf)
75	710-11-121-painted Pavement Marking, Standard white 6"
1,739	710-11-220-Painted Pavement marking Standard, Solid Yellow 4"

- *This work will be completed as coordinated with Purchaser.*
- *If plan date varies from proposal date of plan additional charges may be added.*
- *Purchaser is required to provide Contractor with a detailed, updated drawing designating exact layout of area to be striped prior to performing work.*
- *Landmark Paving will not be held responsible for slip and fall claims once paint has dried.*
- *Contractor is not responsible for obtaining current ADA, Federal, State, & Local Parking Lot Stripe Codes and or re-designing existing striping layout.*
- *Purchaser agrees to pay Contractor a minimum of \$1,500 for each additional mobilization required for striping not listed above or phasing not shown in the plans.*
- *Re-striping of existing lots is per customer spec.*
- *Customer to have vehicles and material removed from work area, parking lot lights left on, and irrigation shut of.*
- *All work to be completed in 1 mobilization. Additional mobilizations will be charged \$1,500.00 per event*
- *All existing light pole bases and bollards that require painting shall have surfaces prepared by customer (pressure washed, sand blasted, ect.) prior to our arrival onsite*

Price: \$2,423.00



THERMOPLASTIC ROAD MARKINGS

This proposal will consist of the following:

75	711-11-121-6" Solid Traffic Stripe, Thermoplastic (White)
90	711-11-124-18" Solid Traffic Stripe, Thermoplastic (White)
24	711-11-125-Thermoplastic (STD) (WH) (Solid) (24")
100	711-11-123-Thermoplastic (STD) (WH) (Solid) (12")
1,929	711-11-221-Thermoplastic(STD)Yellow, Solid 6"
390	711-11-141-6" Skip Traffic Stripe, Thermoplastic (Yellow)

- This work will be completed as coordinated with Purchaser.
- If plan date varies from proposal date of plan additional charges may be added.
- Purchaser is required to provide Contractor with a detailed, updated drawing designating exact layout of area to be striped prior to performing work.
- Landmark Paving will not be held responsible for slip and fall claims once thermoplastic has set up.
- Contractor is not responsible for obtaining current ADA, Federal, State, & Local Parking Lot Stripe Codes and or re-designing existing striping layout.
- Purchaser required to provide a detailed striping layout.
- Purchaser agrees to pay Contractor a minimum of \$500 for each additional mobilization required for striping not listed above.
- Re-striping of existing lots is per customer spec.
- Customer to have vehicles and material removed from work area, parking lot lights left on, and irrigation shut of.
- Additional mobilizations may result in additional charges

Price: \$4,561.00

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:

\$88,177.00



AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of This proposal date. Pricing shall be guaranteed for 30 days from this proposal date, after that pricing subject to change based on market fluctuations. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

Landmark Paving, LLC proposes to furnish material and labor to perform the work outlined herein for the sum of:

\$88,177.00, Eighty Eight Thousand One Hundred Seventy Seven Dollars and Zero Cents
Payment Terms Net 30 Days

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for return of the original documents to us.

Sincerely,

Corey Phillips, Sales Rep
cphillips@landmarkpaving.com
Office: 407-359-1172

Accepted: The above proposed terms and conditions, including price and payment terms are satisfactory and hereby accepted. **Landmark Paving, LLC** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____



IMG_0481

Current Conditions



IMG_0480

Current Conditions



IMG_0471

Current Conditions



IMG_0479

Current Conditions



IMG_1189



milling
Example of our milling



preview_0f33c1e2-d473-46c4-89a3-d1daf6d69894

Example of our finished thermo



preview_1de0c588-9ddc-48d5-afe3-6ec135e02292

Example of our paving



preview_b1101714-bf2d-46e3-b198-f4ba95e9bd4c

Example of our finished paving



TERMS & CONDITIONS

• These Terms and Conditions are by and between Landmark Paving, a Pave America Company (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").

- Any unpaid invoice aged past 60 days will result immediately in the property having a lien filed against it.
- Landmark Paving is not a General Contractor and as such they will have no contractual relationship with the owner, nor will Landmark Paving be aware of the owner nor lenders credit worthiness; therefore, Landmark Paving will not accept a paid when paid/if paid clause in any contract regardless of purchasers contract being signed.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. Contractor will be under no obligation to perform any extra work.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable.
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished surface.
- Although contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crackfill that adheres to tires. Contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the work zone.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavements. Contractor is not responsible for damage to surrounding concrete due to vibration of jackhammers and equipment. Contractor not to be held liable for any claims of slip and falls under any circumstance, all liability lies solely with the purchaser.
- To the extent that the work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to Contractor previously. Any damage caused to private lines during construction is the sole responsibility of Purchaser. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, excavation, utilities, adjustment of underground facilities, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.