



Busby Construction Co., Inc.

71 ROUTE 111
Atkinson, NH 03811
P: 603-898-4800
F: 603-898-4808

PROPOSAL

Submitted To: Town of Henniker
Address: 18 Depot Hill Road
City, State, Zip: Henniker, NH 03242
Phone / Fax: 603 428 7200

Date: April 1, 2021
Job Name: Paving 2021
Job Location: Circle St
Contact Person: Leo Aucoin

We hereby submit specifications and estimates for the following scope of work: On Circle St

- 1: Reclaim grade compact with water APPROX: 1159 X 20 = 2575 S.Y @ \$1.75 S.Y
(Windrow excess for the Town to remove)
- 2: 2.5" binder 367 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 220 tons @ \$68.75 per ton
- 4: 2 Flaggers 3 days = 48 hours @ \$34
- 5 Lower and raise iron in road L/S \$ 2800.00

\$47,276.50

Price based on:
1 Mobilizations

Not responsible for damage due to vibration
Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retain age

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Busby Construction Co., Inc.

Buyer Signature: _____

Authorized Signature: HAROLD B LAJOE

Date: _____

Title: RECLAMATION MANAGER

CONDITIONS OF SALE

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.



Busby Construction Co., Inc.

71 ROUTE 111
Atkinson, NH 03811
P: 603-898-4800
F: 603-898-4808

PROPOSAL

Submitted To: Town of Henniker
Address: 18 Depot Hill Road
City, State, Zip: Henniker, NH 03242
Phone / Fax: 603 428 7200

Date: April 1, 2021
Job Name: Paving 2021
Job Location: Depot Hill Road
Contact Person: Leo Aucoin

We hereby submit specifications and estimates for the following scope of work: On Depot Hill Road

- 1: Reclaim grade compact with water APPROX: 4093 X 20 = 9,096 S.Y @ \$1.75 S.Y
(Windrow excess for the Town to remove)
- 2: 2.5" binder 1,296 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 778 tons @ \$68.75 per ton
- 4: 2 Flagger 6 days = 96 hours @ \$34
- 5 Lower and raise iron in road L/S \$ 5,750.00

\$160,391.50

Price based on:
1 Mobilizations

Not responsible for damage due to vibration
Not responsible for damage to site lighting or irrigation

Terms: **Net 30 Days, No Retain age**

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Busby Construction Co., Inc.

Buyer Signature: _____

Authorized Signature: HAROLD B LAJOE

Date: _____

Title: RECLAMATION MANAGER

CONDITIONS OF SALE

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.



Busby Construction Co., Inc.

71 ROUTE 111
Atkinson, NH 03811
P: 603-898-4800
F: 603-898-4808

PROPOSAL

Submitted To: Town of Henniker
Address: 18 Depot Hill Road
City, State, Zip: Henniker, NH 03242
Phone / Fax: 603 428 7200

Date: April 1, 2021
Job Name: Paving 2021
Job Location: Old Hillsboro Road
Contact Person: Leo Aucoin

We hereby submit specifications and estimates for the following scope of work: On Old Hillsboro Road

- 1: Reclaim grade compact with water APPROX: 5700 X 20 = 12,667 S.Y @ \$1.45 S.Y
- 2: 2.5" binder 1,805 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 1,083 tons @ \$68.75 per ton
- 4: 2 flagers for 5 days =80 hours @ \$34 per hour

\$209,709.65

Price based on:
1 Mobilizations

Not responsible for damage due to vibration
Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retain age

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Busby Construction Co., Inc.

Buyer Signature: _____

Authorized Signature: HAROLD B LAJOE

Date: _____

Title: RECLAMATION MANAGER

CONDITIONS OF SALE

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.



Busby Construction Co., Inc.

71 ROUTE 111
Atkinson, NH 03811
P: 603-898-4800
F: 603-898-4808

PROPOSAL

Submitted To: Town of Henniker
Address: 18 Depot Hill Road
City, State, Zip: Henniker, NH 03242
Phone / Fax: 603 428 7200

Date: April 1, 2021
Job Name: Paving 2021
Job Location: Bennett Road
Contact Person: Leo Aucoin

We hereby submit specifications and estimates for the following scope of work: On Bennett Road

- 1: Reclaim grade compact with water APPROX: 3426 X 20 = 7613 S.Y @ \$1.45 S.Y
- 2: 2.5" binder 1,085 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 651 tons @ \$68.75 per ton
- 4: 2 flaggers for 4 days = 64 hours @ \$34 per hour

\$126,597.35

Price based on:
1 Mobilizations

Not responsible for damage due to vibration
Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retain age

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Busby Construction Co., Inc.

Buyer Signature: _____

Authorized Signature: HAROLD B LAJOE

Date: _____

Title: RECLAMATION MANAGER

CONDITIONS OF SALE

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.



Busby Construction Co., Inc.

71 ROUTE 111
Atkinson, NH 03811
P: 603-898-4800
F: 603-898-4808

PROPOSAL

Submitted To: Town of Henniker
Address: 18 Depot Hill Road
City, State, Zip: Henniker, NH 03242
Phone / Fax: 603 428 7200

Date: April 1, 2021
Job Name: Paving 2021
Job Location: Elm St
Contact Person: Leo Aucoin

We hereby submit specifications and estimates for the following scope of work: On Elm St

- 1: Reclaim grade compact with water APPROX: 2318 X 20 = 5151 S.Y @ \$1.45 S.Y
- 2: 2.5" binder 734 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 440 tons @ \$68.75 per ton
- 4: 2 flaggers for 3 days = 48 hours @ \$34 per hour

\$85,776.45

Price based on:
1 Mobilizations

Not responsible for damage due to vibration
Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retain age

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Busby Construction Co., Inc.

Buyer Signature: _____

Authorized Signature: HAROLD B LAJOE

Date: _____

Title: RECLAMATION MANAGER

CONDITIONS OF SALE

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.