

Terms & Conditions

All Projects:

By approving a proposed estimate, you are agreeing to the scope of work and pricing that is described for your given project.

Property owner/Customer is responsible for obtaining any/all permits and approvals (such as HOA) required by local authorities before commencing work. If you wish for us to obtain any permit requirements on your behalf we can do so at an additional fee.

Property owner/Customer is responsible for having PRIVATE utilities clearly marked and must be disclosed to contractor of its presence prior to the start of construction. If you are unable to mark them, we can do so for you at an additional cost.

**we will take proper steps to have public utilities marked if needed for your project.

Any change orders including but not limiting to scope of work and materials after the agreed upon quote, will be shown in the proper invoice draw. This may result in amount due increase.

If a contract is terminated for any reason, Property Owner/Customer is responsible to pay for all costs incurred up to the time of termination.

Settling of ground and materials is natural and can take place over time. We are not responsible for any displacement.

We use heavy machinery for the majority of projects. When using heavy machinery on projects, property owner/Customer accepts that the ground covering of working area and access area may be damaged. We can quote ground covering replacement options when needed. If you wish to go another route for permanent ground covering, we require that it be installed within 15 days from the completion of the project or we cannot warranty our work that has been done.

Any permanent ground coverings that are live (ei. Seed straw, sod etc) are susceptible to elements and varying health. We can not guarantee longevity of any live plant growth. We recommend hiring a local landscape maintenance company to properly care for your landscaping through the different seasons

Payment of full invoice is due day of completion unless other draws are due prior, which would be stated in estimate. Any outstanding invoice over 15 days will accrue a late fee of 1.5%

The client will provide contractor with access to the site and ensure that it is free from any obstructions that may hinder the work.

The Contractor shall not be liable for any additional costs incurred as a result of delays caused by Extreme Weather Conditions.

Any additional costs due to the suspension and resumption of work (due to weather, client scheduling etc.) not budgeted will be added to final invoice. These may include but not limit to equipment rental, additional labor, etc.

Contractor is not liable for neighboring properties due to work done on project site.

Excavation:

__ Unexpected obstructions unearthed during excavation that exceed the capability of the equipment used for the job will be subject to an increase in invoicing. This may also cause a delay in the schedule depending on the obstruction.

__ Property owner/Customer accepts that some disturbance of ground near excavation will occur because of normal operation of equipment and/or soil displacement. Landscaping repairs are not included unless stated on estimate.

Demolition:

__ Property owner/customer accepts some disturbance of ground near demolition will occur as a result of normal operations of equipment. Reasonable precautions will be taken to minimize damage to areas not intended to be demolished but repair/replacement of unintended damage to job site is not included in the contract

__ Objects or conditions discovered during the demolition that exceed the capability of the equipment planned and provided for the job shall be subject to an increase in invoicing

__ All estimates for concrete slab demolition assume slab thickness of 4" unless otherwise stated in estimate. Slab over 4" thick are subject to price adjustment

__ All materials included in the demolition contract will be removed from the job site. All other items removed from the job site require separate pricing

Hardscaping:

__ All hardscaping projects (retaining wall, fencing, etc.) require a 50% deposit in order to give you a date on the calendar and order your job materials

__ Any order change on materials AFTER the order is placed will require a 25% restocking fee on total project amount.

__ We will ensure proper installation and care of materials during construction process. Once construction is complete (final invoice is sent) we are no longer responsible for the maintenance and care of the product.

Drainage:

__ Some drainage projects may have a 1-time reservice warranty within a fiscal year of the start of the project. Reservicing will occur due to land settling, and other natural conditions. This excludes any extreme weather conditions such as excessive rain, heavy winds, tornado tropical storm/hurricanes and extreme natural occurrences.

___ Unless otherwise specified, standard drainage materials is installed with corrugated pipe. PVC can be an optional upgraded install.