

# **-CONNER Asphalt Tech-**

## **-Contract and Estimate for Driveway/Parking Lot-**

### **A. Client Information:**

A1. Client: \_\_\_\_\_

A2. Address: \_\_\_\_\_

A3. Website: \_\_\_\_\_

A4. Contact: \_\_\_\_\_

A5. Email: \_\_\_\_\_

A6. Contact Numbers: \_\_\_\_\_

### **B. Contractor Information:**

B1. Contractor: Nathan Conner

B2. Address: 2027 Salem Church Rd, Patrick Springs, VA 24133

B3. Phone: 276-692-8534 (call or text)

B4. Email: n8ter8@gmail.com

B5. License No.: [\_\_\_\_\_] (Licensed in Commonwealth of Virginia)

### **C. Estimated Cost:**

C1. \$\_\_\_\_\_ (additional costs for patch work as needed, subject to client approval via Attachment 2 [F2, O1]) (See Section E for scope, F for payment, and Attachment 3 for calculation)

**D. Project Timeline:**

D1. Start Date: \_\_\_\_\_

D2. Expected Completion Date: \_\_\_\_\_

**E. Scope of Work:**

E1. Asphalt Patching: Repair potholes and damaged areas with new asphalt. (Estimated 1-2 days) (Cost in C1)

E2. Crack Fixing: Clean cracks and parking lot, remove debris, and apply hot pour, high-quality fillers (e.g., brand: Crackmaster, Type: Parking-lot / Parking-lot LP / - Supreme; if not available, a high-quality equivalent filler will be used). Apply weed killer along edges, trim edges, possibly use propane torch to burn edges back. Fill all cracks with suitable crack filler to prevent further damage. (Estimated 2-3 days) (Cost in C1, milestone in F1a)

E3. Sealcoating: Apply a protective layer to extend the lifespan of the asphalt surface. (Estimated 1-2 days) (Cost in C1)

E4. Line Striping: Repaint parking lines for safety, clarity, and to ensure clear and safe traffic flow. (Estimated 1-2 days) (Cost in C1)

**F. Payment Terms:**

F1. Payment Schedule:

F1a. 50% of Estimated Cost (\$\_\_\_\_\_) due upon completion of crack fixing (E2), including cleaning cracks, filling with high-quality crack filler, and sealing cracks.

F1b. Remaining balance, including approved additional costs, due upon project completion and acceptance (Q1).

F2. Additional Costs: Costs exceeding C1 require written client approval via Attachment 2 before work proceeds. Notifications of additional costs will be communicated in writing or via email.

F3. Payment Methods: Check, cash, bank transfer, or credit card (fees disclosed in advance).

F4. Late Payments: A 1.5% monthly late fee applies to payments overdue by 15 days.

F5. Retainage: Client may retain 10% of each payment until final acceptance (Q1), released within 15 days of approval.

F6. Taxes: Client is responsible for any applicable sales or use taxes unless otherwise agreed in writing.

### **G. Warranty:**

G1. Work is guaranteed for one year from completion, covering defects in materials and workmanship (e.g., cracks > 1/4 inch, potholes > 2 inches, peeling > 10% surface area, surface cracks, or peeling of sealcoat). Client must report defects in writing within 30 days of discovery. Contractor will respond within 14 days and repair within 30 days, weather permitting, at no additional cost to the Client. Exclusions: misuse, natural disasters, vandalism, or damage from heavy equipment/vehicles.

### **H. Responsibilities:**

#### **H1. *Client***

H1a. Ensure unobstructed site access and a clear, safe work area on scheduled days by removing vehicles, debris, and obstructions (N2).

H1b. Secure all required permits and approvals required by local authorities (N3).

H1c. Report issues promptly to mitigate damages and communicate concerns or issues.

#### **H2. *Contractor***

H2a. Perform work to Asphalt Institute, OSHA safety standards, and applicable health and safety regulations, complying with all laws and local building codes.

H2b. Maintain a safe, clean work site, ensure the site is free of hazards at the end of each workday, and carry \$\_\_\_\_\_ general liability insurance.

H2c. Provide insurance certificate to client upon request before work begins and ensure work is performed by qualified personnel with appropriate supervision.

### **I. Health and Safety Compliance:**

I1. Compliance with Regulations: Contractor shall perform all work in compliance with applicable health and safety regulations and standards, including but not limited to OSHA regulations and local building codes.

I2. Safety Procedures: Contractor shall implement appropriate safety procedures to protect its employees, the Client, and any other individuals on or near the work site, including use of personal protective equipment (PPE), safe handling of materials, and adherence to best practices for construction safety.

I3. Hazard Communication: Contractor shall maintain clear communication with the Client regarding any potential hazards and provide Material Safety Data Sheets (MSDS) for any hazardous materials used on site.

I4. Emergency Protocols: Contractor shall have emergency protocols in place, ensuring all employees are trained in emergency procedures, including the location and use of fire extinguishers, first aid kits, and emergency exits.

I5. Inspection and Monitoring: Contractor shall regularly inspect the work site to identify and mitigate any safety hazards and monitor compliance with health and safety standards throughout the project.

#### **J. Subcontractors:**

J1. Contractor may use subcontractors but remains responsible for their work.

J2. Client may request prior approval of subcontractors, not to be unreasonably withheld.

#### **K. Client's Right to Inspect:**

K1. Client may inspect work Monday-Friday, 8 AM-5 PM, with 24-hour notice to contractor (B3, B4). Contractor will notify client at key milestones (E).

#### **L. Dispute Resolution:**

L1. Disputes will first be addressed through informal negotiation within 15 days. If unresolved, mediation within 30 days, then binding arbitration within 60 days per AAA rules in the Commonwealth of Virginia. Disputes under \$5,000 may go to small claims court in the project county.

L2. Mediation and arbitration costs will be split equally unless otherwise ordered by the arbitrator.

**M. Termination:**

M1. Voluntary: Either party may terminate with 14 days' written notice, with client paying for work completed (F).

M2. For Cause: Immediate termination for breach, non-payment, or non-performance.

**N. Governing Law:**

N1. This contract shall be governed by the laws of the Commonwealth of Virginia. Legal actions will be filed in that state's courts.

**O. Conditions:**

O1. Weather: Work depends on suitable conditions; delays will be communicated in writing within 48 hours of impact (D, Q1). Inclement weather may cause delays, and Contractor will notify Client timely.

O2. Site Access: Client ensures a clear, safe site by removing vehicles, debris, and obstructions (H1a).

O3. Permits: Client obtains permits, with contractor assistance (H1b).

O4. Change Orders:

O4a. Scope changes require a signed Change Order Amendment (Attachment 1, E).

O4b. Client must approve or reject change orders within 5 business days of receipt.

O5. Unforeseen Issues: Additional work due to unforeseen conditions requires client approval (F2). Contractor will notify Client promptly and not proceed without permission.

O6. Material Substitution: Substitutes may be used with client consent if materials are unavailable (E).

O7. Liability: Contractor minimizes property damage and is responsible for direct damage due to negligence or willful misconduct; client indemnifies against third-party claims except for contractor negligence.

O8. Work Hours: Work performed Monday-Friday, 7 AM-6 PM, unless otherwise agreed.

O9. Material Ownership: Materials remain contractor property until fully paid (F).

**P. Price Adjustments:**

P1. If material, labor, or fuel costs rise due to economic instability, adjustments require client approval via Attachment 2, with a detailed breakdown (F2). Contractor will provide notice if costs approach or exceed the initial quote.

**Q. Force Majeure:**

Q1. Delays due to uncontrollable events (e.g., weather, strikes, pandemics, government orders, acts of God, war, terrorism, riots, fire, floods, accidents, shortages) are not contractor's liability; a revised timeline will be agreed upon (D).

**R. Completion and Acceptance:**

R1. Project is complete when all work meets industry standards (E). Client will inspect within 5 days of notification; silence implies acceptance (F1b).

R2. Client may provide a punch list of minor fixes within 5 days of inspection; contractor will complete within 15 days, weather permitting.

**S. Lien Rights:**

S1. If payments are not made (F), contractor may file a mechanic's lien per Virginia law.

S2. Contractor will notify client in writing 10 days before filing a lien (T1).

**T. Notices:**

T1. Notices must be in writing, delivered via certified mail, email (with read receipt), or hand delivery, with proof of receipt (A5, B4).

**U. Assignment:**

U1. Neither party may assign this contract without written consent of the other, except contractor may assign to a successor business with client notice.

**V. Entire Agreement:**

V1. This contract, including attachments, supersedes all prior agreements, oral or written, between the parties.

**W. Signatures:**

W1. **Client:** \_\_\_\_\_ [Signature] [Print]  
[Date]\_\_\_\_\_

W2. **Contractor:** \_\_\_\_\_ [Signature] [Print]  
[Date]\_\_\_\_\_

W3. Electronic signatures are valid and binding per applicable law.

***Disclaimer:*** *Ultimately, contracts are living documents that may need adjustments based on specific project needs or client requirements.*

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**Attachments:**

**Attachment 1: Change Order Amendment:**

**# Change Order Amendment:**

**\*\*Project\*\*:** \_\_\_\_\_

**\*\*Contract Date\*\*:** \_\_\_\_\_

**\*\*Change Order Number\*\*:** \_\_\_\_\_

**\*\*Date\*\*:** \_\_\_\_\_

**### Description of Changes:**

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\*(Cross-reference to Section E)\*

**#**

**## Cost Adjustments:**

- Original Estimated Cost: \$\_\_\_\_\_ \*(See C1)\*
- Additional Costs: \$\_\_\_\_\_
- New Total Cost: \$\_\_\_\_\_

**### Timeline Adjustments:**

- Original Completion Date: \_\_\_\_\_ \*(See D2)\*
- Revised Completion Date: \_\_\_\_\_

**### Approval:**

This Change Order Amendment is an amendment to the original contract dated \_\_\_\_\_ and is subject to its terms, except as modified herein. By signing below, the Client approves these changes (see O4).

**\*\*Client Signature\*\*:** \_\_\_\_\_ **\*\*Date\*\*:** \_\_\_\_\_

\_\_\_\_\_

\*

**\*Contractor Signature\*\*:** \_\_\_\_\_ **\*\*Date\*\*:** \_\_\_\_\_

\_\_\_\_\_



## **Attachment 2: Cost Exceedance Approval Form:**

### **# Cost Exceedance Approval Form:**

**\*\*Project\*\*:** \_\_\_\_\_

**\*\*Contract Date\*\*:** \_\_\_\_\_

**\*\*Date\*\*:** \_\_\_\_\_

### **### Cost Details:**

- Estimated Quote: \$\_\_\_\_\_ \*(See C1)\*

- Actual Costs: \$\_\_\_\_\_

- Exceedance Amount: \$\_\_\_\_\_

### **### Reason for Exceedance**

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\*(Cross-reference to Section P1)\*

### **### Client Approval:**

This form is an amendment to the original contract dated \_\_\_\_\_ and addresses cost exceedance. By signing below, the Client approves the additional costs (see F2).

**\*\*Client Signature\*\*:** \_\_\_\_\_ **\*\*Date\*\*:**

\_\_\_\_\_

## **Attachment 3: Estimated Data Sheet Template:**

### **# Estimated Data Sheet for Driveway/Parking Lot Project:**

**\*\*Project Name\*\*:** \_\_\_\_\_

**\*\*Date Prepared\*\*:** \_\_\_\_\_

**\*\*Prepared By\*\*:** \_\_\_\_\_

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**## A. Project Measurements:**

- A1. **\*\*Total Area (Square Feet)\*\*:** \_\_\_\_\_ sq ft

- A2. **\*\*Pothole Area (Square Feet)\*\*:** \_\_\_\_\_ sq ft

- A3. **\*\*Crack Length (Linear Feet)\*\*:** \_\_\_\_\_ ft

- A4. **\*\*Striping Length (Linear Feet)\*\*:** \_\_\_\_\_ ft

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**## B. Material Costs:**

- B1. **\*\*Asphalt for Patching (E1)\*\*:**

- Quantity: \_\_\_\_\_ tons (e.g., 1 ton per 100 sq ft of A2)

- Cost per Ton: \$ \_\_\_\_\_

- Total: \$ \_\_\_\_\_

- B2. **\*\*Crack Filler (E2)\*\*:**

- Quantity: \_\_\_\_\_ gallons (e.g., 1 gallon per 50 ft of A3)

- Cost per Gallon: \$ \_\_\_\_\_ (e.g., Crackmaster Supreme)

- Total: \$ \_\_\_\_\_

- B3. **\*\*Sealcoat (E3)\*\*:**

- Quantity: \_\_\_\_\_ gallons (e.g., 1 gallon per 100 sq ft of A1)

- Cost per Gallon: \$ \_\_\_\_\_

- Total: \$ \_\_\_\_\_

- B4. **\*\*Striping Paint (E4)\*\*:**

- Quantity: \_\_\_\_\_ gallons (e.g., 1 gallon per 200 ft of A4)

- Cost per Gallon: \$ \_\_\_\_\_

- Total: \$ \_\_\_\_\_

- B5. \*\*Weed Killer (E2)\*\*:

- Quantity: \_\_\_\_\_ gallons

- Cost per Gallon: \$ \_\_\_\_\_

- Total: \$ \_\_\_\_\_

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### **## C. Labor Costs:**

- C1. \*\*Asphalt Patching (E1)\*\*:

- Hours: \_\_\_\_\_

- Rate: \$ \_\_\_\_\_/hour

- Total: \$ \_\_\_\_\_

- C2. \*\*Crack Fixing (E2)\*\*:

- Hours: \_\_\_\_\_

- Rate: \$ \_\_\_\_\_/hour

- Total: \$ \_\_\_\_\_

- C3. \*\*Sealcoating (E3)\*\*:

- Hours: \_\_\_\_\_

- Rate: \$ \_\_\_\_\_/hour

- Total: \$ \_\_\_\_\_

- C4. \*\*Line Striping (E4)\*\*:

- Hours: \_\_\_\_\_

- Rate: \$ \_\_\_\_\_/hour

- Total: \$ \_\_\_\_\_

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### **## D. Equipment Costs:**

- D1. \*\*Propane Torch (E2)\*\*: \$ \_\_\_\_\_ (e.g., rental per day)

- D2. \*\*Sprayer (E3)\*\*: \$ \_\_\_\_\_

- D3. \*\*Other Equipment\*\*: \$\_\_\_\_\_ (specify: \_\_\_\_\_)

- D4. \*\*Total Equipment\*\*: \$\_\_\_\_\_

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**## E. Overhead and Profit:**

- E1. \*\*Subtotal (B + C + D)\*\*: \$\_\_\_\_\_

- E2. \*\*Overhead/Profit Markup\*\*: \_\_\_\_\_% (e.g., 15%)

- E3. \*\*Markup Amount\*\*: \$\_\_\_\_\_ (E1 × E2)

- E4. \*\*Total Estimated Cost\*\*: \$\_\_\_\_\_ (E1 + E3) \*(Transfer to C1 in Contract)\*

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**## F. Time Estimates:**

- F1. \*\*Asphalt Patching (E1)\*\*: \_\_\_\_\_ days

- F2. \*\*Crack Fixing (E2)\*\*: \_\_\_\_\_ days

- F3. \*\*Sealcoating (E3)\*\*: \_\_\_\_\_ days

- F4. \*\*Line Striping (E4)\*\*: \_\_\_\_\_ days

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**## Notes:**

- Additional costs for unforeseen patch work will be submitted via the Cost Exceedance Approval Form (Attachment 2).

- All calculations are estimates; actual costs may vary based on site conditions.

**### Example Filled-In Estimated Data Sheet:**

# Estimated Data Sheet for Driveway/Parking Lot Project

\*\*Project Name\*\*: \_\_\_\_\_

\*\*Date Prepared\*\*: \_\_\_\_\_

**\*\*Prepared By\*\*:** \_\_\_\_\_

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## **## A. Project Measurements**

- A1. **\*\*Total Area\*\***: 5,000 sq ft
- A2. **\*\*Pothole Area\*\***: 500 sq ft
- A3. **\*\*Crack Length\*\***: 1,000 ft
- A4. **\*\*Striping Length\*\***: 400 ft

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## **## B. Material Costs**

- B1. **\*\*Asphalt for Patching (E1)\*\***:
  - Quantity: 5 tons (500 sq ft / 100)
  - Cost per Ton: \$100
  - Total: \$500
- B2. **\*\*Crack Filler (E2)\*\***:
  - Quantity: 20 gallons (1,000 ft / 50)
  - Cost per Gallon: \$15
  - Total: \$300
- B3. **\*\*Sealcoat (E3)\*\***:
  - Quantity: 50 gallons (5,000 sq ft / 100)
  - Cost per Gallon: \$20
  - Total: \$1,000
- B4. **\*\*Striping Paint (E4)\*\***:
  - Quantity: 2 gallons (400 ft / 200)
  - Cost per Gallon: \$30
  - Total: \$60
- B5. **\*\*Weed Killer (E2)\*\***:

- Quantity: 1 gallon
- Cost per Gallon: \$25
- Total: \$25

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### **## C. Labor Costs**

#### - C1. \*\*Asphalt Patching (E1)\*\*:

- Hours: 16
- Rate: \$25/hour
- Total: \$400

#### - C2. \*\*Crack Fixing (E2)\*\*:

- Hours: 24
- Rate: \$25/hour
- Total: \$600

#### - C3. \*\*Sealcoating (E3)\*\*:

- Hours: 20
- Rate: \$25/hour
- Total: \$500

#### - C4. \*\*Line Striping (E4)\*\*:

- Hours: 8
- Rate: \$25/hour
- Total: \$200

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### **## D. Equipment Costs**

- D1. \*\*Propane Torch (E2)\*\*: \$50
- D2. \*\*Sprayer (E3)\*\*: \$75
- D3. \*\*Other Equipment\*\*: \$0 (none)

- D4. **Total Equipment**: \$125

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## **## E. Overhead and Profit**

- E1. **Subtotal (B + C + D)**: \$3,710 (\$1,885 + \$1,700 + \$125)

- E2. **Overhead/Profit Markup**: 15%

- E3. **Markup Amount**: \$556.50 (\$3,710 × 0.15)

- E4. **Total Estimated Cost**: \$4,266.50 (rounded to \$4,300 for simplicity) \*(Transfer to C1)\*

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## **## F. Time Estimates**

- F1. **Asphalt Patching (E1)**: 2 days

- F2. **Crack Fixing (E2)**: 3 days

- F3. **Sealcoating (E3)**: 2 days

- F4. **Line Striping (E4)**: 1 day

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## **### Integration with the Contract:**

### **\*\*How to Use the Estimated Data Sheet with the Contract\*\***

1. Measure the Site: Visit the job site and record measurements in Section A (A1-A4).

- Example: Measure the total area (A1), potholes (A2), cracks (A3), and striping needs (A4).

2. Calculate Material Costs (B): Use your supplier prices to fill in B1-B5. Cross-reference to E1-E4 in the contract's Scope of Work.

- Example: 20 gallons of Crackmaster (B2) for E2's crack fixing.

3. Estimate Labor Costs (C): Based on your crew's speed, estimate hours for C1-C4.

- Example: 24 hours for crack fixing (C2) matches E2's 3-day estimate (F2).

4. Add Equipment Costs (D): List tools needed (e.g., propane torch for E2).

- Example: \$50 for torch rental (D1).

5. Compute Total (E): Sum B, C, and D, then apply your markup (E2). Transfer E4 to C1 in the contract.

- Example: \$4,300 goes into C1, and 50% (\$2,150) into F1a.

6. Fill Time Estimates (F): Transfer F1-F4 to E1-E4 in the contract.

- Example: 3 days for E2's crack fixing.

**\*\*Cross-References\*\*:**

- C1 (Estimated Cost): Derived from E4 in the data sheet.

- E1-E4 (Scope of Work): Costs from B1-B4, C1-C4, D; days from F1-F4.

- F1a (50% Payment): 50% of C1, tied to E2's completion.

- F1b (Remaining Balance): Paid at Q1, includes any Attachment 2 costs.

**### Notes:**

- This is a hypothetical template. Adjust rates, quantities, and markup to match your actual costs and practices.

- Keep the data sheet with the contract for reference when filling in blanks or justifying costs to clients.

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