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

**Client:** Smith River Church of the Brethren

- \*\*Address\*\*: 2282 Bob White Rd, Stuart, VA 24171

- \*\*Websitde\*\*: [www.brethren.org](http://www.brethren.org/)

- \*\*Contact\*\*: Gary Griffith

- \*\*Email\*\*: Gary Griffith ggriff32@embarqmail.com

- \*\*Contact Numbers\*\*: 276-692-5502 Gary Griffith

: 276-930-3512 Church

**Contractor:** Nathan Conner

- \*\*Address\*\*: 2027 Salem Church Rd, Patrick Springs, VA 24133

- \*\*Phone\*\*: 276-692-8534 (call or text)

- \*\*Email\*\*: n8ter8@gmail.com

**\*\*Estimated Cost\*\***

$10,000 *(additional costs for patch work as needed)*

**Project Timeline:**

**- \*\*Start Date\*\*:** Due to weather conditions being to cold and out of season for asphalt sealcoating, we can start the process of fixing and sealing up the cracks in asphalt. as long as the temputures do not become to cold for crack filler to adher to asphalt. All work will stop during Winter for weather is to cold for products and materials to work as intented and be applied successfully.

**- \*\*Expected Completion Date\*\*:** Early next spring 2025, the start of sealcoating season. At warmest dates asphalt sealer can be applied successfully.

**Scope of Work:**

**1. \*\*Asphalt Patching\*\*:** Repair all potholes and damaged areas with new asphalt*. (Estimated 1-2 days)*

**2. \*\*Crack Fixing\*\*:** Fill all cracks with suitable crack filler*. (Estimated 2-3 days)*

**3. \*\*Sealcoating\*\*:** Apply a protective layer to extend the lifespan of the asphalt surface*. (Estimated 1-2 day)*

**4. \*\*Line Striping\*\*:** Repaint all parking lot lines to ensure clear and safe traffic flow*. (Estimated 1-2 day)*

**Payment Terms:**

**- \*\*Interim Milestones and Progress Payments\*\*:** 50% of the ***Estimated Cost*** is required upon completion of cleaning cracks, filling cracks with high quality crack filler, and sealing cracks to prevent further damages. Upond the completion of sealcoating the remaining balance of the ***Total Cost*** of project is due.

**- \*\*Final Payment\*\*:** Remaining balance due upon completion and acceptance of all work. All payments are to be made within 15 days of invoice date. The total cost of the project may exceed the given ***estimated cost***. Notifications of additional costs will be communicated in writing or via email.

**- \*\*Payment Methods\*\*:** Accepted methods include check, cash, bank transfer, and credit card. Any associated fees will be communicated in advance.

**Warranty:**

The Contractor guarantees all work performed under this contract for a period of one year from the date of completion. This warranty covers defects in materials and workmanship, such as surface cracks and peeling of sealcoat. The Contractor agrees to repair or replace, at no additional cost to the Client, any defects that arise within this period.

**Responsibilities:**

**- \*\*Client\*\*:**

- Ensure unrestricted access by removing vehicles, debris, and obstructions.

- Promptly communicate concerns or issues.

- Obtain and provide all necessary permits and approvals required by local authorities.

**- \*\*Contractor\*\*:**

- Perform all services to meet or exceed industry standards and regulations.

- Maintain a safe work environment and ensure the site is clean and free of hazards at the end of each workday.

- Comply with all relevant health and safety regulations and standards.

- Ensure all work is performed by qualified personnel with appropriate supervision.

**Health and Safety Compliance:**

**\*\*Compliance with Regulations\*\*:** The 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.

**1. \*\*Safety Procedures\*\*:** 1The Contractor shall implement appropriate safety procedures to protect its employees, the Client, and any other individuals on or near the work site. This includes the use of personal protective equipment (PPE), safe handling of materials, and adherence to best practices for construction safety.

**2. \*\*Hazard Communication\*\*:** The Contractor shall maintain clear communication with the Client regarding any potential hazards associated with the work. The Contractor shall provide the Client with Material Safety Data Sheets (MSDS) for any hazardous materials used on site.

**3. \*\*Emergency Protocols\*\*:** The Contractor shall have emergency protocols in place and ensure that all employees are trained in emergency procedures, including the location and use of fire extinguishers, first aid kits, and emergency exits.

**4. \*\*Inspection and Monitoring\*\*:** The Contractor shall regularly inspect the work site to identify and mitigate any safety hazards. The Contractor shall also monitor compliance with health and safety standards throughout the duration of the project.

**Dispute Resolution:**

In the event of a dispute arising from this contract, the parties agree to first seek resolution through mediation. If mediation fails, the dispute will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, held in the state of Virginia.

**Termination:**

Either party may terminate this contract by providing written notice to the other party at least 14 days prior to the intended termination date. In the event of termination, the Client will be responsible for payment for all services rendered up to the termination date.

**Governing Law:**

This contract shall be governed by and construed in accordance with the laws of the *Commonwealth of Virginia*.

**Conditions:**

**1. \*\*Weather Conditions\*\*:** Work is subject to suitable weather conditions. Inclement weather may cause delays. The Contractor will communicate any weather-related schedule changes to the Client in a timely manner.

**2. \*\*Site Preparation\*\*:** The Client is responsible for ensuring the site is prepared for the scheduled work. This includes the removal of vehicles, debris, and any obstructions that could impede the Contractor’s access or performance.

**3. \*\*Permits and Approvals\*\*:** The Client shall obtain and provide all necessary permits and approvals required by local authorities for the work to be performed. The Contractor will assist in identifying any required permits but is not responsible for obtaining them.

**4. \*\*Change Orders\*\*:** Any changes to scope of work must be documented in a written change order and approved by both the Client and the Contractor. Additional charges or credits resulting from the change will be agreed upon and reflected in the final invoice.

**5. \*\*Unforeseen Conditions\*\*:** If unforeseen conditions are encountered during the course of work, the Contractor will promptly notify the Client. Any additional work required due to these conditions will be subject to a separate agreement between the Client and the Contractor. The Contractor will not proceed without permission.

**6. \*\*Material Substitution\*\*:** In the event that specified materials are unavailable, the Contractor reserves the right to substitute materials of equivalent quality and performance, subject to the Client’s approval.

**7. \*\*Liability\*\*:** The Contractor shall take all reasonable precautions to avoid damage to existing structures and property during the course of the work. The Contractor shall be responsible for any direct damage caused to the Client's property due to the Contractor's negligence or willful misconduct. However, the Contractor shall not be liable for any indirect, incidental, or consequential damages arising from the performance of this contract.

**8. \*\*Indemnity\*\*:** The Client agrees to indemnify and hold harmless the Contractor, its employees, agents, and subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with:

**a*.*** Any breach by the Client of the terms of this contract;

**b.**Any claims made by third parties arising out of or relating to the work performed under this contract, except to the extent caused by the Contractor’s negligence or willful misconduct;

**c.**Any failure by the Client to provide safe and unrestricted access to the work site, resulting in injury or damage.

**Price Adjustments:**

Due to the current economic instability, rising costs of materials, labor, and fuel, the final cost of the project may significantly exceed the initial quoted amount. The Contractor agrees to provide notice to the Client if the project is approaching or exceeding the initial quote. The Client must approve any additional costs before the Contractor proceeds with the work.

**Force Majeure:**

The Contractor shall not be liable for any delays or failures in performance due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

**Project Delays:**

Project delays due to unforeseen circumstances will be communicated to the Client immediately. A revised timeline will be agreed upon by both parties.

**Contact Information:**

For questions, contact: Nathan Conner at 276-692-8534 or n8ter8@gmail.com.

**Signatures:**

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Client or Responsible Party Name: Sign Print and Date

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Contractor Name: Sign, Print, and Date

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