**Contract and Estimate**

**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.**: [Insert License Number] (Licensed in \_\_\_\_\_\_\_)

**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)*

**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 \_\_\_\_\_\_\_ 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 possible use propane torch to burn edges back. *(Estimated \_\_\_\_\_\_\_ days)* *(Cost in C1, milestone in F1a)*
* E3. **Sealcoating**: Apply \_\_\_\_\_\_\_ for protection. *(Estimated \_\_\_\_\_\_\_ days)* *(Cost in C1)*
* E4. **Line Striping**: Repaint parking lines for safety and clarity. *(Estimated \_\_\_\_\_\_\_ days)* *(Cost in C1)*

**F. Payment Terms**

* F1. **Payment Schedule**:
  + F1a. **50% of Estimated Cost ($\_\_\_\_\_\_\_)** due upon completion of crack fixing (E2).
  + F1b. **Remaining balance**, including approved additional costs, due upon project completion (Q1).
* F2. **Additional Costs**: Costs exceeding C1 require written client approval via Attachment 2 before work proceeds.
* 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). Client must report defects in writing within 30 days of discovery. Contractor will respond within 14 days and repair within 30 days, weather permitting. 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 (N2).
* H1b. Secure all required permits and approvals (N3).
* H1c. Report issues promptly to mitigate damages.

**H2. Contractor**

* H2a. Perform work to Asphalt Institute and OSHA safety standards, complying with all laws.
* H2b. Maintain a safe, clean work site and carry $\_\_\_\_\_\_\_ general liability insurance.
* H2c. Provide insurance certificate to client upon request before work begins.

**I. Subcontractors**

* I1. Contractor may use subcontractors but remains responsible for their work.
* I2. Client may request prior approval of subcontractors, not to be unreasonably withheld.

**J. Client’s Right to Inspect**

* J1. 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).

**K. Dispute Resolution**

* K1. 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 project state. Disputes under $5,000 may go to small claims court in the project county.
* K2. Mediation and arbitration costs will be split equally unless otherwise ordered by the arbitrator.

**L. Termination**

* L1. **Voluntary**: Either party may terminate with 14 days’ written notice, with client paying for work completed (F).
* L2. **For Cause**: Immediate termination for breach, non-payment, or non-performance.

**M. Governing Law**

* M1. This contract shall be governed by the laws of the state where the project is located. Legal actions will be filed in that state’s courts.
* M2. State project is located in: Commonwealth of Virginia

**N. Conditions**

* N1. **Weather**: Work depends on suitable conditions; delays will be communicated in writing within 48 hours of impact (D, P1).
* N2. **Site Access**: Client ensures a clear, safe site (H1a).
* N3. **Permits**: Client obtains permits, with contractor assistance (H1b).
* N4. **Change Orders**:
  + N4a. Scope changes require a signed **Change Order Amendment** (Attachment 1, E).
  + N4b. Client must approve or reject change orders within 5 business days of receipt.
* N5. **Unforeseen Issues**: Additional work due to unforeseen conditions requires client approval (F2).
* N6. **Material Substitution**: Substitutes may be used with client consent if materials are unavailable (E).
* N7. **Liability**: Contractor minimizes property damage; client indemnifies against third-party claims except for contractor negligence.
* N8. **Work Hours**: Work performed Monday-Friday, 7 AM-6 PM, unless otherwise agreed.
* N9. **Material Ownership**: Materials remain contractor property until fully paid (F).

**O. Price Adjustments**

* O1. If material, labor, or fuel costs rise, adjustments require client approval via Attachment 2, with a detailed breakdown (F2).

**P. Force Majeure**

* P1. Delays due to uncontrollable events (e.g., weather, strikes, pandemics, government orders) are not contractor’s liability; a revised timeline will be agreed upon (D).

**Q. Completion and Acceptance**

* Q1. Project is complete when all work meets industry standards (E). Client will inspect within 5 days of notification; silence implies acceptance (F1b).
* Q2. Client may provide a punch list of minor fixes within 5 days of inspection; contractor will complete within 15 days, weather permitting.

**R. Lien Rights**

* R1. If payments are not made (F), contractor may file a mechanic’s lien per state law.
* R2. Contractor will notify client in writing 10 days before filing a lien (S1).

**S. Notices**

* S1. 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.

**T. Signatures**

* T1. **Client**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Signature] [Print] [Date]
* T2. **Contractor**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Signature] [Print] [Date]
* T3. Electronic signatures are valid and binding per applicable law.

**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)\*

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### 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 N4).

\*\*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 O1)\*

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### 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\*\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**How to Fill in the Estimated Cost (Section C)**

See previous instructions under "How to Fill in the Estimated Cost (Section C) According to the Estimated Data Sheet" for detailed steps based on square footage, material costs, labor hours, and markup from your data sheet.

**Estimated Data Sheet Template**

# Estimated Data Sheet for Driveway/Parking Lot Project

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

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

\*\*Prepared By\*\*: Nathan Conner

---

## 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

---

## 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: $\_\_\_\_\_\_\_

---

## 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: $\_\_\_\_\_\_\_

---

## D. Equipment Costs

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

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

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

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

---

## 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)\*

---

## F. Time Estimates

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

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

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

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

---

## 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**

Here’s an example to illustrate how it works:

# Estimated Data Sheet for Driveway/Parking Lot Project

\*\*Project Name\*\*: Smith River Church Parking Lot

\*\*Date Prepared\*\*: March 10, 2025

\*\*Prepared By\*\*: Nathan Conner

---

## 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

---

## 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

---

## 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

---

## D. Equipment Costs

- D1. \*\*Propane Torch (E2)\*\*: $50

- D2. \*\*Sprayer (E3)\*\*: $75

- D3. \*\*Other Equipment\*\*: $0 (none)

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

---

## 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)\*

---

## 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

**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.
* If you have a specific estimate sheet you use, share it, and I can tailor this further!

You can now use this **Estimated Data Sheet** alongside your contract template to calculate and fill in the **Estimated Cost (C1)** accurately. Let me know if you need adjustments or have more details to add!