

WBE

To: Town Of Bladensburg

Date: May 13, 2026

Job #: JL26-0207

Attn: Purnell Hall

Project: 57th Ave Repairs

Phone: (301)792-0134

Location: 4219 57th Ave, Bladensburg MD

Email: Phall@BladensburgMD.gov

Proposal Details			
Description	Estimated Quantity	Unit	Estimated Amount
2" Mill and Overlay - 2,310 SF	1	LS	\$14,100.00
Mill asphalt to a depth of 2" and haul off spoils. Furnish and install 2" of 9.5MM asphalt.			
Full Depth Base Repairs - 530 SF			
Mill asphalt to a depth of 6" and haul off spoils. Furnish and install 6" of 25MM asphalt.			
<i>*Pricing based off 7am-5pm work hours</i> <i>*Pricing assumes Resurface will have full unrestricted access to the repair areas. No project phasing included.</i> <i>*Pricing does not include permits, material testing, inspecting, or AS-Built drawings</i>			
TOTAL ESTIMATED AMOUNT:			\$14,100.00

> Price is for the scope work listed above to be completed by: June 1, 2026.

> This is a **unit** price proposal based on quantities and details provided by the Town of Bladensburg.

> The prices indicated on this proposal are valid for **30 days** from 5/13/26. If not accepted within 30 days, prices are subject to change and/or can be accepted at any later date at the sole option of Resurface Inc.

> Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Resurface Inc.

> Resurface Inc. reserves the right to adjust pricing if all line items quoted are not accepted and/or there is any change to the proposed scope of work.

> Towing of vehicles in work areas to be provided and handled by others. Work delays resulting from vehicle obstructions will be billed and paid for as a change order to this contract.

> This proposal/quotation to Contractor shall be incorporated by reference and made a part of any Subcontract Agreement, and shall control over any inconsistent provisions.

GENERAL EXCLUSIONS (Unless otherwise noted in proposal.):

1. Engineering, survey, lay-out, stakeout, As-built drawings, Shop drawings, MOT plans, Progress Photos
2. Bonds, permits, fees, liquidated damages, material testing, test strips, third party testing, inspections
3. Background Checks, Badging, Escorts, Special Wage Rates, Nightwork
4. Billing Software, Project Management Software, and/or other Software costs that maybe required for the project.
5. Erosion control, tree removal, root pruning, or tree protection services
6. Temporary/Permanent seeding, sodding or mulching, landscaping
7. Earthwork, Excavation, Rock Excavation, Fine grading, Proof rolling, Subbase
8. Relocation, removal, support, shielding, and/or adjustment of existing utilities
9. Removal of spoils generated by others
10. Water supply for equipment
11. Herbicide, Prime, Dust Control, Lime
12. Geotextile, Paving Fabrics/Membranes
13. Crack fill, Joint Sealants, Asphalt Expansion Joint Material, Seal Coat
14. Grass Pavers, Grasscrete
15. Brick and/or Concrete Pavers, Concrete Protection

16. Asphalt Paving, Asphalt Milling
17. Stamped/Decorative Asphalt, Special Asphalt Surface Coatings
18. Pavement Markings, Signage, Bollards
19. Towing of vehicles in proposed work area.
20. Removal and/or installation of traffic loop sensors and/or traffic signalization equipment.
21. Cleaning of Pavement.
22. Handling or disposal of asbestos or other toxic materials or additional work delays associated with same
23. Any operation not specifically outlined in the Schedule of Prices

EXCLUSIONS- ASPHALT & CONCRETE WORK

1. Asphalt material prices included in this proposal are good through (May 2026). In the event of the base index changing radically, the amount of adjustment applied will be based on the difference between this contract base index and the current index for the applicable calendar month during which the work is performed. The asphalt base index for (May 2026) is (\$800) per liquid ton.
2. Payments shall be made in a timely manner. If monthly payments are not received within 30 days from the end of the payment period, Resurface, Inc. reserves the right to stop work immediately and file the necessary mechanics liens. Work shall resume and liens shall be released upon payment in full of outstanding amount. **100% no retainage.**
3. Our price for asphalt milling is predicated upon the asphalt-supplying facility receiving and recycling the millings at their plant. If the asphalt-supplying facility cannot receive or recycle the millings, then additional hauling and disposal costs may be required. These costs will be billed and paid for as a change order to this contract.
4. If during the asphalt milling operation should we encounter any underlying condition or hazard that results in damage to our milling equipment; those damages and associated repair costs will be directly billed and paid for by the customer.
5. We estimate (1) crew day for our work on this project. Should circumstances beyond Resurface Inc.'s control require additional time on this project, a charge of \$8,500.00 per day for our crew (if applicable) will be assessed.

TERMS AND CONDITIONS

This agreement is a valid and binding contract. The following terms and conditions apply and may be enforced in a court of law according to Virginia law.

1. **SCOPE OF WORK:** Resurface Inc. agrees to furnish all labor and materials to perform the job/project set forth on the other side of this form or the attached. Any work not set forth on the reverse shall be additional and accordingly shall have a separate and additional cost; Resurface Inc. will provide an estimate for any additional work contemplated by owner. Price is based on 1/mobilization for all curb & gutter work. Additional mobilizations can be added for \$7,500.00 per mobilization.
2. **PAYMENT:** The customer agrees to pay Resurface Inc. the amounts in this contract and any failure to pay upon completion of the work, or upon other terms agreed in writing beforehand, shall be considered a material breach of the contract and will trigger all rights and remedies for Resurface Inc. Those rights and remedies include but are not limited to: the rights to stop all work, file any liens allowable by law, and take all necessary steps towards collecting any due amounts well as any costs and overhead for the project. Additionally, the customer hereby agrees that he/she will pay costs of enforcements, including but not limited to, costs and reasonable attorney fees, as defined by judge's opinion.
3. **DATES:** The customer understands and agrees that dates (start/finish etc.) are dependent upon weather conditions, material availability, and the timely rendering of progress payments as set forth herein. Any delay caused by the events set forth herein, or other events considered unforeseeable by a reasonable person (beyond Resurface Inc.'s control or anticipation) shall not constitute a breach of the contract.
4. **WARRANTY:** Resurface Inc. warrants its work and the materials used in the project to be free from material defects and to be of good and sound workmanship for a period of **One Year from the date of installation**. Minor discoloration, irregularities, and other minor aesthetic issues shall not be considered defects under this provision. Damage caused by natural disasters and/or others is specifically excluded from this warranty. Resurface Inc.'s sole responsibility shall be to repair or replace the defective material. Resurface Inc. specifically disclaims any warranties whatsoever, expressed or implied, for any services, materials, or equipment supplied to this project by a subcontractor, if any. This warranty is non-transferable and is void if total sale price is not paid in full in ten days. Additionally, **DRAINAGE IS NOT GUARANTEED ON ANY AREA NOT HAVING AT LEAST A 2% GRADE**. Warranty is voided if sealer or other resurfacing material is applied by any party other than Resurface Inc. There is no warranty against damage caused by snow plows, vegetation growth, oil/gas spill, erosion, settling, or sinking.

5. **BASE AND OTHER ISSUES:**
- a. Stone Subbase by Resurface Inc. - Resurface Inc. shall not be responsible for subgrade conditions and compaction of subgrade. Subgrade must be stabilized, proof rolled, compacted to required density, and on grade before Resurface Inc. begins work.
 - b. Stone By Others - Subbase must be at specified depth, proof rolled, compacted to required density, and on grade before Resurface Inc. begins work.
 - c. This proposal assumes "third party inspections" shall be performed for sub grade and sub base, at the expense of others. If third party inspections are not provided all local jurisdictions are required, additional costs for waiting time will be charged.
 - d. The customer agrees that upon inspection by Resurface Inc., if any subgrade, subbase, and/or base course is found to be defective, not of adequate depth, or otherwise unsuitable for any work considered herein, that upon notice from Resurface Inc., customer has the choice to either allow for corrective action to be taken at owner's expense or agrees to waive any warranties or claims as against Resurface Inc. Furthermore, should Resurface Inc. find any such conditions, it agrees to notify the customer promptly and to explain the issues presented. The customer agrees to pay for any and all work done at that point, whether or not the project is finished as set forth herein, based upon the customer's choice as to redial action.
 - e. No guarantee against rupture and/or displacement.
 - f. Pavement designs are not guaranteed.
 - g. Depths indicated are to be construed as average depth within specified tolerance.
6. **OWNER RESPONSIBILITIES:** Owner/Customer is responsible for the following:
- a. Obtaining all required permits and payment of fees prior to beginning of work by Resurface Inc.
 - b. Locating, relocating, removing, supporting, shielding, or adjusting all above ground and/or underground utility lines, facilities, and structures including but not limited to manhole covers, water valves, gas valves, sprinklers, electronic fences, etc. unless otherwise stated in the contract.
 - c. Damage to underground utility lines/facilities caused by equipment necessary to perform the contract if not marked by Miss Utility.
 - d. Any damage to adjacent or nearby pavement, structures, vegetation, or other real or personal property including common areas; Resurface will take reasonable care to prevent any unnecessary damage.
 - e. Towing of vehicles in proposed work area.
 - f. Notifying all home owners along the work area, that maybe affected by our work operations.
 - g. Traffic signalization and/or other electrical work.
 - h. Preventing our work performed from being subjected to traffic or workloads in excess of design capacity. Resurface Inc. will not accept responsibility of damage due to an incomplete paving structure.
 - i. Proper maintenance of surfaces; warranty is voidable if proper maintenance is not performed.
 - j. All required or recommended grading, back filling, re-seeding, planting, etc. after work is performed.
 - k. No back charge will be accepted by Resurface Inc. unless agreed to in writing by both parties in advance.
7. **ATTORNEYS' FEES:** If legal proceedings are instituted by Resurface Inc. to enforce any provision of this Contract or to collect any money due under this Contract, then Resurface Inc. shall be entitled to recover all attorney fees plus court costs and ancillary expenses.
8. **GOVERNING LAW:** This Contract shall be construed and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law's provisions, and Resurface Inc. and customer agree that any disputes arising from this Contract and project shall be filed and litigated in either the Circuit Court or General District Court of Prince William County, Virginia regardless of where the Contract was signed or the project was located.
9. **UNENFORCEABILITY AND SURVIVAL OF TERMS:** If any provision of this agreement shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be replaced by such valid provision as most closely approximates the intention underlying it. Those terms which by their nature and context are intended to survive termination or expiration of this Agreement shall so survive.
10. **ENTIRE AGREEMENT:** This Contract embodies the entire agreement between the parties, and supersedes all prior contracts and agreements, whether written or oral, relating to the subject matter herein. This agreement may not be modified or amended except by the mutual written agreement of the parties. This Contract is not binding upon Resurface Inc. until accepted and signed by a duly authorized officer of Resurface Inc.

Resurface Incorporated
7679 Limestone Dr
Gainesville, VA 20155
Virginia Class A Contractors License # 2705114805
Classification: Paving

Project: 57th Ave Repairs

OTAL ESTIMATED AMOUNT:

\$14,100.00

Job #:

#REF!

Prices quoted are net for work invoiced monthly with 0 (Zero) % retainage held.

Payments are due net 30 days from invoice date. IF NOT PAID WITHIN FORTY-FIVE (45) DAYS A MONTHLY INTEREST CHARGE OF 2% WILL

IN THE EVENT COLLECTION ACTION IS REQUIRED, AT ANY TIME, THE CUSTOMER AGREES TO BE LIABLE FOR ALL COST OF COLLECTION,

Accepted:

By:

Print name and title

By:

Signature

Date:
