



7679 Limestone Drive, Suite 140
Gainesville, VA 20155

Phone: 703-335-1950
Fax: 703-479-2131

WBE SWaM

June 14, 2024
2024-0308

To: **Town of Bladensburg**
4229 Edmonston Rd,
Bladensburg, MD 20710

Phone: 301-792-0134

Attn: **Purnell Hall**

Email: phall@bladensburgmd.gov

We are pleased to submit the following in connection with:

4217 Edmonston Road, Bladensburg, MD, 20710

We propose to furnish all labor, materials, and equipment for the installation of the below-mentioned work in accordance with the current specifications and standards of the appropriate jurisdictions at the following prices:

Proposal Details				
Code	Description	Quantity	Unit	Total
08	ASPHALT PAVING			
	Mill and Overlay (Approx. 3,938 SF)	1	LS	\$13,783.00
	<ul style="list-style-type: none"> Mill asphalt to a depth of 2" and haul off all spoils. Machine install SM-9.5 surface grade asphalt to a compacted depth of 2" 			

TOTAL THIS PROPOSAL: \$13,783.00

We acknowledge 0 addendums.

EXCLUSIONS - GENERAL

- Engineering, stakeout, As-built drawings, MOT plans
- Bonds, permits, material testing, inspections
- Erosion control, tree removal, root pruning, or tree protection services
- Permanent seeding, sodding, or mulching
- Rock excavation
- Relocation, removal, support or shielding of existing utilities
- Removal of spoils generated by others
- Water supply for equipment
- Handling or disposal of asbestos or other toxic materials or additional work delays associated with same
- Any operation not specifically outlined in the Schedule of Prices

EXCLUSIONS - ASPHALT

- Asphalt material prices included in this proposal are good through **(June 2024.)** 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 Virginia asphalt base index for **(June 2024)** is **(\$608.75)** per liquid ton.
- Note: Prices indicated in this proposal are valid for 30 days from the date of the proposal. If this proposal is not accepted within 30 days' prices are subject to change.
- 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.

4. This proposal assumes "third party inspections" shall be performed for sub grade, 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.
5. Our price for asphalt milling is predicated upon the asphalt-supplying facility receiving and recycling the millings at their plant at no charge. If the asphalt-supplying facility cannot receive the millings, and Resurface Inc. incurs additional costs for millings disposal, those costs will be passed on to the customer.
6. We estimate (1) crew days for our work on this project. Should circumstances beyond Resurface, Inc.'s control require additional time on this project, a charge of (\$8,100.00) per day for our paving crew and a charge of (\$6,000.00) per day for our milling 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. Prices are based on ONE mobilization unless noted.
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 project completion. 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 snowplows, vegetation growth, oil/gas spill, erosion, settling, or sinking.
5. **BASE AND OTHER ISSUES:** The customer agrees that upon inspection by Resurface Inc., if any base 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 homeowner'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.
6. **OWNER RESPONSIBILITIES:** Owner/Customer is responsible for the following:
 - a. Keeping all traffic off newly paved asphalt for a period of 24 hours.
 - b. Damage to underground utility lines/facilities caused by equipment necessary to perform the contract if not marked by Miss Utility.
 - c. Adjustments of underground utility lines/facilities including but not limited to manhole covers, water valves, sprinklers, electronic fences, etc. unless otherwise stated in the contract.
 - 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. Preventing work performed from being subjected to traffic or workloads in excess of design capacity.
 - f. Proper maintenance of surfaces; warranty is voidable if proper maintenance is not performed.
 - g. All required or recommended grading, back filling, re-seeding, planting, etc. after work is performed.
7. **PROPERTY/FENCE LINE:** The customer shall be solely responsible for the layout location of the project in relation to any fence or property line. The customer also agrees to indemnify and hold Resurface Inc. harmless from any claims brought by anyone, including but not limited to any third parties, including adjacent property owners over Resurface Inc.'s construction, installation and performance under the contract.
8. **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.
9. **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.

- 10. 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.
- 11. 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 Drive, Ste 140
 Gainesville, VA 20155
 Virginia Class A Contractors License # 2705114805
 Classification: Paving

We propose, hereby to furnish materials and labor complete in accordance with the above specifications for the sum of \$13,783.

NET 10 DAYS ON INVOICE

NO RETENTION

Proposal may be withdrawn by us if not accepted within thirty (30) days.

INVOICE DUE Ten (10) DAYS AFTER COMPLETION OF WORK. IF NOT PAID WITHIN TWENTY-FIVE (25) DAYS, A MONTHLY INTEREST CHARGE OF 2% WILL BE ADDED TO THE OUTSTANDING BALANCE.

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

Accepted:

Submitted:

By: _____
Print name and title

Resurface, Inc.

By: _____
Signature

By: _____

Jesse Leach
Resurface, Inc.
Jesse@resurfaceva.com
(703) 565-8001

Date: _____