



Wastler & Son, Inc.

Excavating & Paving

Rec'd 1:39pm
5/1

May 1, 2025

PROPOSAL: 976-2025

Submitted To: Town of Boonsboro	Phone No: 301-432-5141
Attn: Town Manager	Email Address: publicworks@townofboonsboro.com
Street Address: 21 North Main Street	Job Name: 2025 Boonsboro Milling & Overlay Project
City, State, Zip: Boonsboro, Maryland 21713	Plans By: RFP by Town of Boonsboro

Maryland Contractors License No.: 10335853

Scope of Work: for 2025 Milling & Overlay Project:

Item #1: David Dr. (Kerns to Winner) (624'x35'): Mill & Overlay ✓ **\$42,503.00**

- a.) 2" Asphalt Milling 2,190 SY
- b.) 2" 9.5mm Surface Asphalt 250 TN
- c.) Linestriping 1 LS
- d.) Traffic Controls 1 LS

Item #2: Winner Lane (Della to David) (270'x30'): Mill & Overlay ✓ **\$19,990.00**

- a.) 2" Asphalt Milling 920 SY
- b.) 2" 9.5mm Surface Asphalt 110 TN
- c.) Linestriping 1 LS
- d.) Traffic Controls 1 LS

Item #3: Winner Lane (at Well 8) (80'x30'): Deep Patch ✓ **\$17,010.00**

- a.) 6" Mill/Remove broken pavement 270 SY
- b.) 3" Base Asphalt 45 TN
- c.) 3" Surface Asphalt 45 TN
- d.) Traffic Controls 1 LS

Item #3A: Well 8 Culvert Replacement (at Winner) (15'x50'): ✓ \$ 9,205.00

a.) Remove & Replace 24"x18" CMP Culvert	20	LF
b.) 6" Mill/Remove broken pavement	85	SY
c.) 3" Base Asphalt	15	TN
d.) 3" Surface Asphalt	15	TN

Item #4: Maintenance Shop Lot (75'x33'): ✓ \$13,950.00

a.) Excavate & Remove 6" Stone	45	CY
b.) Fine grade	250	SY
c.) 3" Base Asphalt	45	TN
d.) 3" Surface Asphalt	45	TN

Note for Item #4:

- Undercutting of subgrade is excluded.
- Additional stone is excluded.
- Line striping & Wheelstops are excluded.

Item #5: Tiger Way (at Chase Six) (40'x17'): Deep Patch ✓ \$ 5,950.00

a.) 6" Mill/Remove broken pavement	80	SY
b.) 3" Base Asphalt	15	TN
c.) 3" Surface Asphalt	15	TN
d.) Traffic Controls	1	LS

Item #6: Orchard Dr. (at Main St.) (27'x16'): Deep Patch ✓ \$ 6,125.00

a.) 6" Mill/Remove broken pavement	70	SY
b.) 3" Base Asphalt	13	TN
c.) 3" Surface Asphalt	12	TN
d.) Stop Bar	1	EA
e.) Traffic Controls	1	LS

Item #7: Orchard Dr. (at Center St.) (53'x18'): Deep Patch ✓ \$ 7,250.00

a.) 6" Mill/Remove broken pavement	110	SY
b.) 3" Base Asphalt	25	TN
c.) 3" Surface Asphalt	20	TN
d.) Stop Bar	1	EA
e.) Traffic Controls	1	LS

Item #8: Greystone Dr. (at Winner) (44'x9')(28'x12'): Deep Patch ✓ **\$ 5,355.00**

a.) 6" Mill/Remove broken pavement	85	SY
b.) 3" Base Asphalt	15	TN
c.) 3" Surface Asphalt	15	TN
d.) Stop Bar	1	EA
e.) Traffic Controls	1	LS

Total of All Areas (1, 2, 3, 3A, 4, 5 ,6 ,7, 8): **\$127,338.00**

Notes:

- We recommend that the Deep Patches be: 4" Base and 2" Surface Asphalt.
- All millings and excavated materials to hauled and dumped at Town of Boonsboro facility off of Monroe Rd.
- If paving areas are increased by the Town, the added square yardage will be billed at the unit price per square yard for each per area.
- Curb repairs are excluded.
- All Asphalt is priced to be RAP mix, not virgin material.
- Geotech testing is excluded.
- All line striping to be water bourne paint. Thermo plastic is excluded.
- 100% drainage is not guaranteed where existing paving has 1% slope or less.
- Undercutting, stabilizing, or replacing subgrade before installation of materials is excluded
- Damage to any utility not marked by Miss Utility, this includes private utilities that Miss Utility does not mark for is excluded
- Marking of private onsite utilities or damage claims resulting from hitting any private onsite utilities, (Miss utility only marks public utilities) is excluded.
- Any permits are excluded.
- Asphalt pricing is based on April 2025 plant pricing; Any increase in the material cost including stone will be passed onto the owner as an extra.
- Any repair or replacement to any existing asphalt roads, concrete, & or infrastructure due to truck traffic in or out of Jobsite is excluded
- Repair & or wedging of uncompleted road sections caused by construction traffic is excluded.
- Any cleaning or repair from mud/debris from others on roadways is excluded.
- Asphalt paving has been priced to be completed in full, per street/area, using one mobilization. Additional mobs will be billed at \$2,500.00 each.
- Any trench failures due to previously installed utilities or dry utilities not completed by Wastler and Son Inc is excluded from repair.
- **All Wastler & Son, Inc. Proposals must be included as an attachment to any contract for verification of the scope of work.**

- **Proposal and Cost Schedule are good for 90 days from the due date of May 1, 2025.**

General Exclusions

- Bonds
- Permits (obtaining or maintaining)
- Wage Scales
- Stakeout
- Geotechnical testing
- Rock
- Disposal of any material spoils by other trades
- Minority Participation
- Delays caused by existing utilities, poor engineering, changes in regulations, or unknown preexisting site conditions
- Delays caused by Owner, General Contractor, or Engineer. Such as unapproved plans, missing permits, unexecuted bonds, unrecorded easements, or any responsibilities that have not been initiated or completed by the previously stated parties.
- Permanent or temporary signs, gates, fencing, guardrail, or site furnishings of any kind
- Landscaping, mulching, or permanent seeding
- Handling of any toxic, hazardous, or contaminated materials
- Sinkhole remediation or repair
- Undercutting or replacing any unsuitable subgrade material below the original surface area (Topsoil, stone, paving, etc.) Due to moisture of any kind including frost, unsuitable materials, or depth of materials are more than the figures quoted herein.
- Mitigation of any underground springs
- Soil and stone stabilization techniques below subgrade to bring wet and unyielding soils down to within optimum levels (cement, chemicals, materials, discing, tarping, etc.)
- Relocation or conflicts with existing utilities in the way of new construction
- Removal or relocation of any utilities (above or below grade)
- Marking of private on-site utilities or damage claims resulting from hitting any private onsite utilities. (Miss utility only marks public utilities)
- Any NOI inspections or MDE permit inspections
- Landscaping, permanent seeding, and or sod

Paving Area

- Utility adjustments or repairs.
 - 100% drainage where plans show 1% slope or less
 - Paving Fabric or Fabric for subgrade stabilization
 - Undercutting, stabilizing, or replacing subgrade before installation of materials
 - Asphalt or subgrade testing
 - Damage to any utility not marked by Miss Utility, this includes private utilities that Miss Utility does not mark for
 - Marking of private on-site utilities or damage claims resulting from hitting any private onsite utilities. (Miss utility only marks public utilities)
 - Any repair of any asphalt that is damaged due to construction traffic
- **ANYTHING NOT SPECIFICALLY INCLUDED IS EXCLUDED**

List of References:

1. Maple Ave. & Green St. (Town of Walkersville) – Joe Birch (Dir. Public Works) 301-524-5063
2. Locust Blvd. (Town of Middletown) – Bruce Carbaugh (Dir. Public Works) 301-371-6171
3. Washington St. (Town of Middletown) – J.R. Hawkins (CIP Proj. Manager) 240-313-5924
4. Yellow Springs Rd. Round about (Ausherman) – Jeremy Holder (V.P.) 301-620-4470
5. Ballenger Projects (Cavalier Dev.) – Steve Oder 301-748-1958

Monthly Progress Payments, with no retainage withheld.

Payment is to be made as follows: The Contractor shall submit all invoices for partial payment to the owner on or before the 25th of each month for work to be completed by the last day of the month. The owner shall pay the contractor by the 15th of the following month in full with no retainage. Payments to the contractor shall not be withheld because of any requirements of a bond by any governing agency unless caused by the failure of the contractor to properly perform its work. If a government agency, determines that an aspect of the construction, which falls under that agency's review, does not meet regulatory requirements and fails to pass that agency's inspection standards, the contractor will not charge the owner beyond the agreed contract price in order to meet the government agency's requirements and pass inspection. Furthermore, the contractor shall not be responsible for fulfilling the punch list of the owner if said punch list contains items of damage not caused by the contractor.

If payment is not made timely in accordance with the terms of this agreement, interest shall accrue at the rate of 1% each month on any unpaid balance. If the customer fails to timely pay for any portion of this agreement and Wastler & Son, Inc. is forced to retain legal counsel to collect such unpaid sums, the customer acknowledges it will be responsible for all reasonable legal fees and costs, including attorney fees, incurred Wastler & Son, Inc. as a result of said collection. Additionally, the customer agrees that any disputes arising out of this agreement, whether for payment of services or any other dispute, shall be subject to a lawsuit filed in Frederick County, Maryland, and shall be governed by and construed in accordance with the laws of the State of Maryland, except where preempted by Federal Law.

All material is guaranteed to be as specified. All work is to be completed in a substantial manner according to the specification submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control, including but not limited to Acts of God. Wastler & Son, Inc. and/or the customer foresee a delay; each agrees to notify the other as soon as practicable so that a revised plan may be agreed upon. If either party cannot notify the other prior to the occurrence of any delay, each party hereby agrees to work with the other in good faith to revise this plan and incorporate the delay. Owners are to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Commencement and Completion Wastler & Son, Inc. will commence the work as specified herein at the earliest possible time after the customer has executed this agreement by signing the acceptance of this proposal. Wastler & Son, Inc. and the customer understand some delays relating to the commencement and completion of this project are inevitable and as such, each further affirms they will act in good faith to lessen any and all delays and will act in good faith should such delays arise to limit any consequences thereof.

Change Orders- If at any time the customer wishes to change any of the specifications listed in this agreement, the customer agrees to be responsible for all costs and fees associated with said change orders.

Authorized Signature:  Date: 5-1-25

Note: This proposal may be withdrawn if not accepted within 30 Days

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Signature: _____ Date: _____

Printed Name: _____

