



Midwest Excavating
1690 East 6670 South Cottonwood Heights, UT 84121
(801)599-0664

Quotation

NTW
National Tire Warehouse
2100 S 5253 W

Thank you for the opportunity to bid on this upcoming project. We are pleased to submit the following bid quotation. Please feel free to get in touch with me at (801)599-0664 on any specifics regarding this quotation.

Best Regards,
Zach Diment, Pres/Owner
zmidwest@live.com

Scope of Work

PIV Replacement					
Item	Description	Unit	Qt.	Subtotal	Total
	Remove Existing PIV Valves	e.a	2		
	Install New PIV Valves				
Break out is required:					
Price for:					
Parts (Valves, Valve Boxes to grade etc)					
Materials					
.					
Labour (Number of hours and rate)					
.					
Incurred Costs					
Permit Costs					
Travel (hours & rate)					
.					
Total				\$37,260.00	

In consideration of the mutual promises set forth with principal offices located at 1690 East 6670 S hereby agree as follows:

1. Description of work: Contractor will furnish the following described materials to the job site as designated above and provide the following described layout (the material and the labor collectively referred to as "the work"). To the extent the below described work is detailed in the plans and specifications, such must be provided to contractor before this contract is negotiated. Any changes to the original plans and specifications used to prepare this contract may necessitate a change in the contract price and the buyer hereby agrees to execute all necessary change orders outlining the change work and the price submitted by contractor. No extra work will be done without a signed change order.

2. Contract price: 37,260.00

approximation.

3. Terms of payment: Buyer shall pay contractor in full at contractors office in Cottonwood Heights UT within (5) days following the date of contractors invoice without retention regardless of the final completion date of the work. In the event that payment is not made to contractor as provided herein, contractor shall be entitled to all costs, including attorneys fees and lien fees in connection with the enforcement of its rights under this contract. Whether or not legal proceeding are instituted. In addition, contractor shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 15% from the date the payment is past due until payment is received by contractor, whether before or after judgment.

4. Claims or defects: Written notice of any alleged claim of defect must be given to contractor at its address shown above not later than 5 days after the completion of the work under this contract. Failure to give written notice as herein provided shall be constituted as a waiver of any such alleged defect of claim. Contractors sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit buyers account for defective materials. If repair or replacement is made, contractor shall have reasonable time to make such repairs or replacement. In no event shall contractor be liable for special, incidental or consequential damages for any breach hereof including, but not limited to loss of good wi

Print name

Date

5. Prosecution of work: Contractor may decline to perform any part of the work which, through no fault of Midwest Excavating is to be completed beyond this date. Contractor shall not be responsible for any delays in performing the work due to labor disputes, weather, shortages in materials, equipment or labor, acts of god, or of any other cause beyond its control. Contractor shall be paid for all work performed prior to said date and shall otherwise be fully relieved of all its duties and responsibilities under the terms of

This going to be tricky:we don't get paid for 90 days.

this contract.

6. Miscellaneous provisions: No cost for bonds, permits, fees of any kind, dump fees, engineering staking, traffic control, paving, or concrete flat work, curbs or gutters for import or export other than the material in the pipe zone has been included in this bid. Buyer agrees to pay contractor for any unforeseen site condition including but not limited to hazardous waste, rock or groundwater problems. Buyer has written authorization from the owner of the premises authorizing the work to be done on the site. This contract is the entire agreement of the parties, and no change or additions to this contract shall be made except in writing signed by both parties. This contract shall be construed in accordance with the laws of the state of Utah. This contract shall be binding on the heirs, successors, or assigns of the parties hereto.

7. Layout of the work: Buyer is to provide all survey and construction staking required to do the work. All main lines, water services, sewer laterals, excavations and fills, are to be staked as to the location and elevation. If buyer fails to layout the work, contractor will install the work, and if it is at the wrong location or elevation, buyer agrees to pay contractor as billed by contractor to redo the work.

Date of the Contract _____ Note: This contract shall not be binding unless accepted within 30 days of the above date.

Midwest Excavating Inc.

By _____ its _____ date _____

We hereby accept all terms and conditions stated herein, and I/we unconditionally and individually guarantee the performance of the buyer under the terms of this contract, including all payments and any other charges including interest and attorneys fees. This guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the buyer.

Buyer _____

Signed

You the subcontractor, known as Midwest Excavating inc are responsible for layout and accuracy of location of all pipework and supply lines in your area of work. As part of said work, the Hydrant, Post & Indicator valves and the FDC must be in fully working & Compliant under NFPA 13.

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Blue Stakes is required

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Fire Suppression Services cannot be responsible for any errors or omissions on the part of subcontractor Midwest.

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Dump fees and return of the area to it's original condition is part subcontractor Midwest Scope of work. Protection/Safety plate coverings per OSHA standards are required on all uncovered work.

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Inspections before covering excavated/newly installed pipework and Final inspections by an AHJ/FM is to be part of subcontractors Midwest Excavating inc's scope of work.

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- Permitting with Local AHJ (Water or Fire or Building departments) is required.

- PIV's and FDC must be OSHA Safety Red.

- Contractor must note the set-back requirement from curbs & other obstructions, and may be required by AHJ to install Bollards or Guard Posts, painted OSHA yellow.

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-WVC Fire Marshal should be consulted for any required updates to the existing layout.

-Break-away caps must have threaded lugs and chains.

Water Shutoff: 24 hour notice to all occupants and surrounding properties, before work commencement

ers, no cost