

Midwest Excavating 1690 East 6670 South Cottonwood Heights, UT 84121 **Quotation**

Public Storage 2935 South 3600 West West Valley City Utah

(801)599-0664

Dear Sir,

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.

Again, thank you for considering Midwest Excavating for your development projects.

Best Regards,

Zach Diment, Lead Estimator

zmidwest@live.com

Scope of Work

	Replace Existing Hyrant					
Item	Description	Unit	Qt.	Subtotal	Total	
	Sawcut Concrete 8'x4' (Bid Based on 5" Thick Existing Concrete)	l.f	24	-		
	Remove Haul Off Concrete	sqft	32'			
	Excavate Existing Pipe	e.a	1			
	6" MJxFL Valve with Megalug Fitting	e.a	1			
	5' Bury FireHydrant (Flange)	e.a	1			
	Thrust Block	e.a	1			
	Valve Box to Grade	e.a	1			
	Concrete Pour 8'x4'x5" Thick	sqft	32'			
				\$15,337.00		

Alternates				
Description	Unit	Qt.	Subtotal	Total
3' Bollards	e.a	2	2,200.00	
City Permits	e.a	1	500.00	

Exclutions: Ground Water Conditions, Dewatering, Rock Conditions.

Water Shut-off Cordinated By FSS

Total Bid

\$18,037.00

In consideration of the mutual promises set forth herein, Midwest Excavating Inc. (hereinafter referred to as contractor),

with principal offices located at 1690 East 6670 South Cottonwood UT 84121, and the undersigned, whose name and address appear above (hereinafter referred to as buyer) 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: 18,037.00

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 a **Print name Date**

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 will, loss of profits or use.

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 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 gutte 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 contact 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 Exavating Inc.

its

By_

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

ers, no cost