

Mountain Regional Water

a Special Service District of Summit County

6421 Business Park Loop Road, Suite A
 PO Box 982320
 Park City, UT 84098
 Tel. (435) 940-1916
 Fax (435) 940-1945

Purchase Order No.:

MRW2024-09-10



PURCHASE ORDER

Vendor Info.

Name: Preferred Paving
 Address: 3280 W Directors Row
 City, State Zip: Salt Lake City, UT 84104
 Phone/Contact: 801.908.6622 / Wes Turner

Ship To

Name: Mountain Regional Water SSD
 Address: 6421 Business Park Loop Rd, Ste A
 City, State Zip: Park City, Utah 84098
 Phone: 453.940.1916

Qty.	Units	Description	Unit Price	TOTAL
14,000	sqft	Sub Grade	\$ 1.27	\$ 17,780.00
14,000	sqft	12" Road Base	\$ 2.90	\$ 40,600.00
14,000	sqft	3" Asphalt Paving	\$ 2.11	\$ 29,540.00
68	linear ft	12" Culvert	\$ 37.06	\$ 2,520.08
15	linear ft	8" Culvert (run TWO 8" ADS pipe across drive as needed)	\$ 93.00	\$ 1,395.00
362	linear ft	Cobble Swale (excavate, underlayment fabric, 3"- 4" rock)	\$ 20.25	\$ 7,330.50
-	-	See Bid and Work Contract Proposal dated 8/26/2024.		\$ -
-	-			\$ -
-	-			\$ -
-	-			\$ -
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-	-			\$ -
-	-			\$ -

Shipping Method: _____	Requested by: <input type="text" value="Jess DiCaprio"/>	Sub Total	\$ 99,165.58
	Account Number: <input type="text"/>	Shipping & Handling	
		TOTAL	\$ 99,165.58

Notes/Remarks:
 Exclusions: No bonds, fees, permits or testing.

REQUIRED SIGNATURES:

 Financial Officer

 General Manager (required if over \$20,000)

 Governing Board (required if over \$50,000)

Mountain Regional Water is a political subdivision of Summit County and thereby exempt from State and Local Sales Tax. If a tax exemption certificate is required, please request a completed Utah State Form 721 from Financial Officer.

MOUNTAIN REGIONAL WATER
Bidding Information Form



General Information

Vendor Name _____

Preferred Paving _____

Today's Date _____

9/10/2024

Please Check the First (1st) Box Below that Applies to this Payment:

1 Sole Source Procurement

Check all Boxes Below Accurately Describe the Sole Source Purchase:

Only One Source for Item

Criteria: Compatibility with existing equipment, technology, software, accessories, replacement parts or service

Transitional Costs Unreasonable or Prohibitive

Training, conversion, compatibility, downtime, disruption of service, staff time, installation, ancillary software, hardware, equipment, or construction costs

Chief Procurement Officer Justification:

Check the Box Below that Applies to This Sole Source Purchase:

The total amount of this purchase is less than \$50,000

The total amount of this purchase is \$50,000 or More

2 Emergency Procurement

The procurement must be necessary to "avoid harm or risk of harm to the public health, safety, welfare, or property."

Chief Procurement Officer Justification:

3 Funding Mandated Procurements

Chief Procurement Officer Explanation of Vendor Required by Funding Mandate:

4 All Other Procurements

Complete and attach a 'Summary of Bids Form'

Signatures

Name of Person Completing this Form: Sharon M. Kellner

Date: 09/10/2024

Signature:

Chief Procurement Officer:
Required for Sole Source and Emergency Procurements; and if Low Bid is not Accepted (see Vendor Quote Form)

Date: 9/11/24

MOUNTAIN REGIONAL WATER Summary of Bids Form



MOUNTAIN REGIONAL WATER
SPECIAL SERVICE DISTRICT

9/10/2024

Purchases Under \$20,000

Purchases above \$20,000

Quotes may be oral, but must be summarized below for each item, including vendor name, contact person, telephone number and quoted amount.

Written quotes from vendors must be on Vendor letterhead (for quotes under \$50,000, email is allowable); signed by an authorized individual; include Item Description and Model Number, Number of Items, Price per Item, Total Cost Per Item, Total Cost for All Items; and the date the quote is effective through. These written quotes must be attached, and summarized below for each item.

Item 1	Description: Include Description, Model Number and Quantity	14,000 sq ft Sub Grade, 12" Road Base, 3" Asphalt Paving. 68 linear feet 12" Culvert. 15 linear feet 8" Culvert. 362 linear feet Cobble Swale.
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	Quote 1	Quote 2	Quote 3
Vendor Name	Preferred Paving	Eckles Paving	
Person Contacted	Wes Turner	Regan Warner	
Telephone Number	801.908.6622	385.315.8682	
Quoted Amount	\$99,165.58	\$117,180.00	

Lowest quote must be accepted unless other factors impact overall value. If lowest quote not accepted, please explain:

Item 2	Description: Include Description, Model Number and Quantity	
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	Quote 1	Quote 2	Quote 3
Vendor Name			
Person Contacted			
Telephone Number			
Quoted Amount			

Lowest quote must be accepted unless other factors impact overall value. If lowest quote not accepted, please explain:

Item 3	Description: Include Description, Model Number and Quantity	
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	Quote 1	Quote 2	Quote 3
Vendor Name			
Person Contacted			
Telephone Number			
Quoted Amount			

Lowest quote must be accepted unless other factors impact overall value. If lowest quote not accepted, please explain:

Signatures

Name of Person Completing this Form: Sharon M. Kellner

Date: 09/10/2024

Signature: *Sharon M. Kellner*



PREFERRED PAVING

A DIVISION OF FP ASPHALT & CRACK SEAL, INC.
3280 W Directors Row (1100 So.) - Salt Lake City, Utah 84104
Office (801) 908-6622 · Fax (801) 908-6644

BID AND WORK CONTRACT

Name: Mountain Regional Water District
6421 Business Park Loop Rd. STE A
Park City, Utah 84098

Job: Silver Creek Paving Project
Silver Gate Drive
Park City, Utah

In consideration of the mutual set forth herein Preferred Paving, A Division of FP Asphalt & Crack Seal, Inc. with principal offices located at 3280 West Directors Row, Salt Lake City, Utah 84104, (hereinafter referred to as "Preferred Paving") and the undersigned, whose full name and address appear above,, (hereinafter referred to as "Buyer") hereby agrees as follows:

1. DESCRIPTION OF WORK. *Preferred Paving will furnish the following described materials to the job site designated above and provide the following described labor and materials (the materials and the labor collectively referred to hereinafter as "the work"):

1 Sub Grade: On approximately 14,000 square feet, sub grade existing material as needed, dispose of extra material off site and proof roll.

\$1.27 /sf = \$17,780.00

2. 12" Road Base: On approximately 14,000 square feet, furnish and install 12" of road base, water and roll.

\$2.90 /sf = \$40,600.00

3. 3" Asphalt Paving: On approximately 14,000 square feet, tack edges and pave 3" of asphalt.

\$2.11 /sf = \$29,540.00

4 12" Culvert: On approximately 68 linear feet, furnish and install 12" ADS pipe as needed.

\$37.06 /lf = \$2520.08

5. 8" Culvert: On approximately 15 linear feet, run two 8" ADS pipe across drive as needed.

\$93.00 /lf = \$1,395.00

6. Cobble Swale: On approximately 362 linear feet, excavate swale as needed, place underlayment fabric and place 3"-4" rock.

\$20.25 /lf = \$7,330.50

Total Estimate: \$99,165.58

Exclusions: No bonds, fees, permits or testing.

NOTE: BECAUSE OF THE ASPHALT SHORTAGE WE ARE SUFFERING, DUE TO LIMITED OIL SUPPLY, WE CAN NOT GUARANTEE AN EXACT SCHEDULE. IF OIL PRICES CHANGE SIGNIFICANTLY BETWEEN NOW AND WHEN THE WORK IS PERFORMED, YOU ARE RESPONSILBE TO PAY FOR THE INCREASE IN MATERIAL PRICES.

*To the extent the above described work is detailed in Plans and Specifications, such must be provided to Preferred Paving before this contract is negotiated. Any changes to the original Plans and Specifications used to prepare this Bid and Work Contract (hereinafter "contract") may necessitate a change in the Contract Price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Preferred Paving.

Initials required on next Page

Initials _____



PREFERRED PAVING

A DIVISION OF FP ASPHALT & CRACK SEAL, INC.
3280 W Directors Row (1100 So.) · Salt Lake City, Utah 84104
Office (801) 908-6622 · Fax (801) 908-6644

BID AND WORK CONTRACT

PREFERRED PAVING

A DIVISION OF

FP ASPHALT & CRACK SEAL, INC.

Contract Price: \$ _____ as above _____

By signing this contract Buyer agrees to all Terms and Conditions on the following pages of this contract.

Date of the contract proposal 8/26/2024

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

By: Wes Turner

Its: Estimator / Project Manager Date: 8/26/2024

We hereby accept all the terms and Conditions stated herein.

Buyer: _____

By: _____

Date : _____

Its: _____ Date: _____

PERSONAL GUARANTEE

I/We unconditionally and individually guarantee the performance of the Buyer under the terms and conditions of the above contract, including all payment and any charges specified therein, including interest, attorney's fees and costs. This guarantee will continue changes by any bankruptcy, reorganization, or insolvency of the Buyer or of any successor or assign of the Buyer or by any disaffirmance of abandonment by the trustee of the Buyer.

Date : _____

Guarantor: _____

Initials required on next Page

Initials _____



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A DIVISION OF FP ASPHALT & CRACK SEAL, INC.
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Office (801) 908-6622 · Fax (801) 908-6644

BID AND WORK CONTRACT

1. **CONTRACT PRICE.** The price for the work shall be: _____ . To the extent that the foregoing is specified as a unit price, rather than a lump sum price, it is agreed that the number of units indicated is an approximation. Preferred Paving shall be paid for the actual number of units completed as determined by field measurement. The price stated is also based on Preferred Paving's ability to purchase the required materials. Any increase in the price for the materials, including freight and taxes, which Preferred Paving must pay for said materials will be passed on to and paid for by Buyer.

2. **TERMS OF PAYMENT.** Buyer shall pay Preferred Paving in full at its address shown above within fifteen (15) days following the date of Preferred Paving's invoices, without retention, regardless of the final completion date of the work. In the event that payment is not made to Preferred Paving as provided herein, Preferred Paving shall be entitled to all of its costs, including attorney's fees and lien fees incurred in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Preferred Paving shall be entitled to interest on all past due amounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2% per month) from the date payment is due until payment is received by Preferred Paving, whether before or after judgment.

3. **CLAIMS OR DEFECTS.** Written notice of any alleged claim or defect must be given to Preferred Paving at its address shown above not later than five (5) days after the completion of the work under this contract by Preferred Paving. Failure to give written notice as herein provided shall be and constitute a waiver or any such alleged defects or claims. Preferred Paving's sole and exclusive liability shall be to repair, replace or, upon mutual agreement, credit Buyer's account for defective material. If repair or replacement is to be made, Preferred Paving shall have a reasonable time to make such repair or replacement. **IN NO EVENT SHALL PREFERRED PAVING 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 LOSS OF USE.**

4. **PROSECUTION OF WORK.** It is contemplated by the parties that the work specified in this contract shall be completed by _____, 20____. This is not a date certain or a fixed promise of completion by said date by Preferred Paving. However, at its option, Preferred Paving may decline to perform any part of the work which, through not fault of Preferred Paving, is to be completed beyond that date. In addition, Preferred Paving shall not be responsible for any delays in performing the work due to delay caused by other contractors, labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Preferred Paving's control, and to the extent reasonable possible, Preferred Paving shall complete the work at the next available opportunity. In the event Preferred Paving elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Preferred Paving shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities under the terms of this contract.

5. **PROPERTY DAMAGE.** Buyer shall be responsible to direct Preferred Paving employees as to proper ingress and egress of the property. To the extent that such direction is followed or that no directions is given, Preferred Paving shall not be responsible for any damage to the property where the work is being performed.

Initials required on next Page

Initials _____

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.
 DBA Eckles Paving
 P.O. Box 68
 Springville, Utah 84663
Regan's Cell Phone 385-315-8682
 Phone 801-225-3715

Buyer/ Rep. Jessica DiCaprio
 Billing Address _____
 City, State, Zip _____
 Phone Number _____
 E-MAIL jessica@mtregional.org

Bid Proposal Date: 5/7/2024
 Project Address Silver Creek Project
 City, State, Zip Park City, Utah
 Name Of Owner Mountain Regional Water SSD
 Job # RW24228

Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "Company"), will furnish the materials and services described herein (collectively, the "Services") to the person indicated above ("Buyer") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "Terms and Conditions." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

Description of Work	Quantity	Units		Unit Price	Estimated Totals
Prep subgrade to 15" depth, Furnish / Place / Compact 12" thick roadbase (Commercial Spec). Finish Grade.	14000	SF	@	\$ 5.96	\$ 83,440.00
Furnish / Place / Compact 3" thick asphalt (1/2" 5828 COMMERCIAL)	14000	SF	@	\$ 2.41	\$ 33,740.00
TOTAL				\$	117,180.00

NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted.

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a per-ton basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been

completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by _____ Authorized Representative

Regan Warner, Estimator

Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name

Buyer/Agent

Signature

Date

Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

BUYER OBLIGATIONS. Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

PROJECT PLANS/SPECIFICATIONS. To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

OPTION TO SUBCONTRACT. Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

CHANGES. Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

DELAYS. The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

UTILITIES. Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

PREMISES. Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

TIME OF PERFORMANCE. Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

PERMITS. The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

LIMITED WARRANTY. Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

CONCRETE WARRANTY. Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

SITE CONDITIONS. The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

ADA COMPLIANCE. The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

WATER. Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

PUBLICITY. The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

NO MODIFICATION. Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

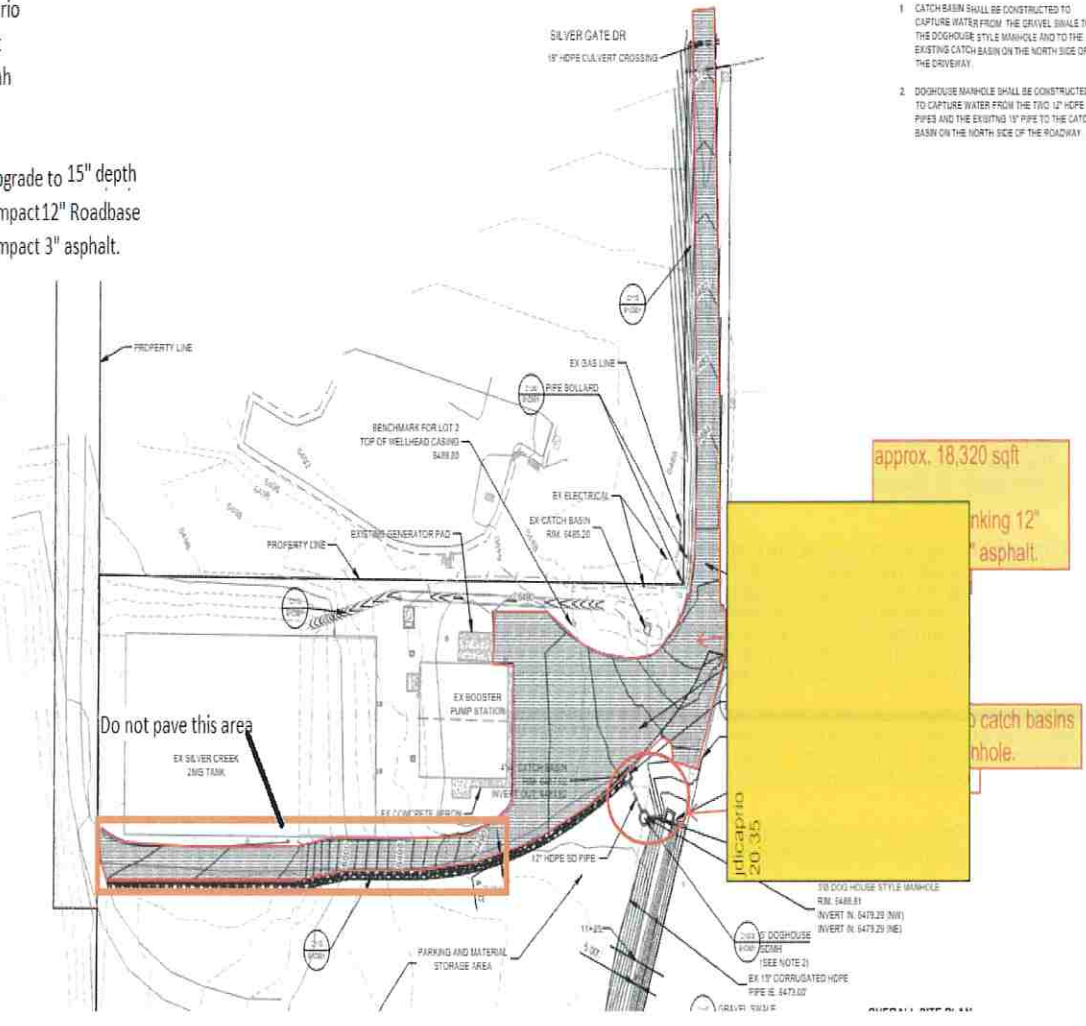
GENERAL PROVISIONS. All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

PROJECT PLAN

Jessica DiCaprio
 Silver Summit
 Park City, Utah
 RW24228

Red- prep subgrade to 15" depth
 place and compact 12" Roadbase
 place and compact 3" asphalt.

- NOTES
- CATCH BASIN SHALL BE CONSTRUCTED TO CAPTURE WATER FROM THE DRIVEWAY TO THE DOGHOUSE STYLE MANHOLE AND TO THE EXISTING CATCH BASIN ON THE NORTH SIDE OF THE DRIVEWAY.
 - DOGHOUSE MANHOLE SHALL BE CONSTRUCTED TO CAPTURE WATER FROM THE TWO 12" HDPE PIPES AND THE EXISTING 12" PIPE TO THE CATCH BASIN ON THE NORTH SIDE OF THE ROADWAY.



approx. 18,320 sqft

anking 12" asphalt.

catch basins hole.

jdicaprio 20_35

