

CONTRACT ESTIMATE

Estimate Date: 5/3/2024

Job Name: Storm Drain Repair

Exact Excavation LLC (contractor) and

Customer Name: Lake Point City
 Billing Address: 1528 E Sunset Road, Lake Point, Utah, 84074
 City | State | Zip: Lake Point, UT 84074
 Job Site Address: 1234 Garfield Circle
 Phone Number: (801) 725-0590 or 385-414-3935
 Email: kathleen.vonhatten@lakepoint.gov and ryan.zumwalt@lakepoint.gov

Because of current uncertainty in the oil markets, we will pass on any increase in fuel costs above \$3.50 per gallon for diesel or Unleaded. This is only meant to capture cost increases and to deal with uncertainty, not as a profit center.

SITE WORK							
Category	Item	Description	Unit	Qty	Rate	Item Total	
XSW01	Site Work	LOD Fencing	Fence installation, T-Post	Per Linear Foot	0	\$ 4.00	\$ -
XSW02	Site Work	LOD Fencing	Silt barrier as per code. (straw waddle)	Per Linear Foot	0	\$ 6.25	\$ -
SITE WORK TOTAL							\$ -

EXCAVATION, GRADE & BACKFILL							
Category	Item	Description	Unit	Qty	Rate	Item Total	
X01	Excavation	Excavation Equipment Transport	Equipment transport	Per Tractor Hour	2	\$ 900.00	\$ 1,800.00
X09	Excavation	Excavation / Grade / Backfill	Site cut / excavation, removal of old SD Pipe, Muriy fabric, installation of new Pipe	Each	1	\$ 2,250.00	\$ 2,250.00
X14	Excavation	Excavation / Grade / Backfill	Material import	Per Truck load	1	\$ 475.00	\$ 475.00
							\$ -
EXCAVATION, GRADE & BACKFILL TOTAL							\$ 4,525.00

UTILITY TRENCH & PIPING							
Category	Item	Description	Unit	Qty	Rate	Item Total	
XU20	Excavation	Utility Trench and Piping	18 RCP Pipe	Each	1	\$ 1,000.00	\$ 1,000.00
UTILITY TRENCH & PIPING TOTAL							\$ 1,000.00
ESTIMATE TOTAL							\$ 5,525.00

**Total amount above is only an estimate and it is subject to change depending on each individual job. Jobsite conditions may require different equipment to be rented. In the event of a change, a change order will be added to your contract.



Lake Point City

Exact Excavation LLC

Pricing:

This estimate is a budgetary proposal, and it not binding. Estimate is valid for 30 days from proposal date. This bid is based off items described above.

Labor Rates:

E20: Design Consultant: \$125 per hour
 E21: SR. Project Manager: \$105 per hour
 E22: Project Manager: \$95 per hour
 E23: Foreman: \$95 per hour
 E24: Operator: \$75 per hour
 E25: Laborer: \$60 per hour
 E26: Trucking Operator: \$150 per hour
 Misc03: Salt, 50lb bag, delivered: \$35 per bag
 Misc02: Snow Removal: \$75 per hour plus Machine Time

Equipment Rates - Hourly

E01: Compactor: \$75 per hour
 E02: Excavator 4000lb: \$95 per hour
 E03: Mini Ex: \$125 per hour
 E04: Skidsteer: \$125 per hour
 E05: Excavator 30000lb: \$145 per hour
 E06: Loader: \$145 per hour
 E07: Excavator 40000lb: \$175 per hour
 E08: Mini w/hammer: \$200 per hour
 E09: Link 210: \$225 per hour
 X11: Link 210 w/hammer: \$250 per hour

Trucking Rates - Hourly

4-6 ton Capacity Truck: \$105 per hour
 20 ton Capacity Truck: \$145 per hour

Excavation Terms:

All materials are guaranteed to be as specified above. All work will be completed in a professional and workmanlike manner according to standard practices and building codes. Any alteration or deviation from the above proposal involving extra costs such as encountering rock, ground water or unsuitable backfill material will be executed only upon a written change order and will become an extra charge over and above the proposal. All export is solely based on the engineered plans and contours. Any export beyond the estimated quantity will be billed at \$450 per load. In the event that we don't have enough room to stockpile dirt onsite for backfill, it will need to be stockpiled at an offsite location at \$450 per load and imported back to the jobsite at \$450 per load. This proposal does not include any snow removal services. All scheduling is contingent upon strikes, weather, accidents, or unforeseen delays beyond our control. Bid is broken down by trades for convenience, but price per trade could/will change if scope changes.

Bid Exclusions:

Sewer does not include any e-one valve or pump installation, if needed, this is assumed to be done by plumber.

Permits, fees, bonds and unforeseen items.

This bid is based on existing material being suitable for backfill, does not include any dewatering.

Any import other than described above.

Survey, testing, and quality control

Topsoil.

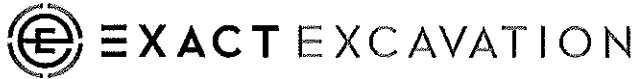
Any rock excavation If rock is encountered \$250 per hour will be charged.

Winter conditions.

Does not acknowledge a soils report.

Any landscape work, revegetation, or soil stabilization other than described.

During time of any trenching excavation on existing landscaping with sprinkler systems It is inherent that sprinkler systems and landscaping will be damaged. Any repairs will be repaired at a Time and material rate and this is NOT included in any bid unless specifically stated in bid.



Contractor Terms:

Contractor agrees to perform the services described in this contract. Any services not specifically described in this contract or subsequent addendum(s) shall be considered additional services, and shall be priced separately by Contractor. Any changes or additional work shall be paid for or arrangements will be made before additional work begins. If no change order is signed then work will be performed on a time and materials basis.

Estimate:

Contractor will make reasonable efforts to accurately estimate the materials needed to complete the Contract. However, Customer acknowledges that there may be differences between the estimate and the final price. If the actual price is less than the estimated Contract Price, that amount will be discounted on the final payment due. If the actual price is more than the estimated Contract Price, that additional amount will be added to the final payment due. Customer agrees to pay the amount due.

Completion Date:

Estimates regarding of the number of days to complete the contracted work and an expected start date are provided as a courtesy. Delays resulting from inclement weather, strikes, labor disputes, material shortages, licensing or regulatory agency inspections, or any other actions or causes beyond Contractor's reasonable control do not alter or invalidate any part of this Contract.

Termination:

Customer may cancel this contract by providing five (5) days advance written notice. Contractor will retain any monies paid by Customer up to the effective date of termination, and is entitled to any expenses for materials or other expenses incurred by Contractor.

Marketing:

Contractor reserves the right to photograph clients property and use any photos for marketing purposes. From time to time contractor may stop by and take additional progress photos of clients property. Contractor will contact client and schedule a time to take photos or if contractor has a need to bring another potential client by the property. Any work performed by Exact Excavation LLC or their subcontractors can not be photographed, video taped or documented in any way or used by any other subcontractors without prior written permission.

Damage & Insurance:

Contractor shall not be liable for personal injury to any person on Client's property or damage to Client's property, including, but not limited to, curbs, driveways, walks, lawn, landscaped areas, and patios unless such injury or damage is caused solely by the gross negligence of Contractor. Contractor shall maintain worker's compensation insurance and liability insurance for personal injury or property damage caused solely by Contractor's gross negligence. Since large machinery is used during our work, it may be possible to damage concrete or sprinkler systems. **During time of any trenching excavation on existing landscaping with sprinkler systems it is inherent that sprinkler systems and landscaping will be damaged. Any repairs will be repaired at a Time and material rate and this is NOT included in any bid unless specifically stated in bid.** Concrete will be replaced only if it is damaged beyond repair. This does not include cracking as it is an inherent characteristic of concrete and is often unavoidable. Contractor shall not be liable for any damage to sewer risers, sewer lines,

Warranty:

Contractor hereby agrees to warranty any workmanship, material and labor for a period of 12 months after installation. Defects due to negligence of workmanship or defects in materials used shall be repaired by contractor, if deemed by a reasonable third party as necessary. Contractor's warranty extends solely to work performed within the scope of the original contract or any written addendum thereto.

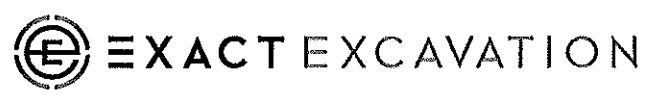
Lake Point City

Exact Excavation LLC

Payments shall be made as follows:

All checks should be made payable to Exact Excavation LLC

Deposit amount upon agreement of this contract:



Client will receive progress invoices as project progresses. Payment for progress invoice is due 5 business days after receiving invoice. If for any reason the above payments are not made and received in a timely manner, responsible party agrees to pay collection fees, reasonable attorney fees and court costs, if such actions become necessary. Any unpaid balance shall incur interest at a rate of 1.5% per month. Contractor reserves the right to suspend performance upon failure to pay amounts due.

John Zimmardo
Lake Point City *Chairman city Council*
5/3/2024
Date

Exact Excavation LLC

Date