Scope of Work

Per the information received, Putz Construction, LLC proposes to perform the following work:

- Remove and replace approximately 2,000 SF of 7" thick concrete roadway
- Install approximately 180 LF of 30" dual wall pipe
- Construction new 5' x 5' x 5' junction box, solid concrete lid only
- Road Closures of Old Cape Rd. and Otto Dr. with detour
- Rebar, caulk, and expansion joint and seal
- Labor, material, traffic control, and equipment cost included in base bid

Exclusion and Exceptions

In developing the scope of work and the corresponding price, some exclusions and exceptions were required to be made:

- No staking, property surveying, or testing is included.
- Contractor not responsible for replacement of any shrubbery or flower beds.
- If, during the performance of this contract the quantities should differ than what has been provided to the contractor, from above, the prices may be adjusted to compensate for additional work performed.
- If, during the performance of this contract, the price of materials significantly increases, through no fault of contractor, the price of shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.
- If unsuitable soil or foreign material is discovered during the performance of this contract, the price shall be equitably adjusted by an amount reasonably necessary to cover such project increases.
- If concealed or unknown conditions, including, but not limited to, rock, unmarked utilities, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the work are encountered, then contractor shall stop work and give notice thereof to owner before conditions are further disturbed and promptly after first observing such changed conditions by contractor. The agreement (e.g., costs, prices, schedule, etc.) shall be adjusted in accordance with the changes.

- If the contractor is prevented from completing any part of the work within the contract times due to delay beyond control of contractor, the contract times shall be extended in an amount equal to the time lost due to such delay. Delays beyond the control of contractor shall include, but not be limited to, acts or neglect by owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

Base Proposal: Stormwater Pipe Repair Otto Dr.

Putz Construction, LLC hereby submits the following bid for the above specified work per the quantities and information provided by Jackson Missouri: **$95,620.00** (ninety-five thousand, six hundred twenty dollars and zero cents).

Over-run Line-item Costs

Removal and Replacement of 7" Concrete Pavement - **$125/SY**
Installation of 30" Dual Wall Pipe - **$185/LF**

Proposal will expire after 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date: _____ Signature: _____

You are not obligated to accept any offer made by the contractor. Read this notice carefully. There are strict deadlines and procedures under Sections 436.350 to 436.365 which must be obeyed in order to preserve your ability to file a lawsuit. Other than repairs to work done by the contractor that are necessary to protect the life, health or safety of persons living in a residence, or to avoid additional significant and material damage to the residence pursuant to Section 431.306.10, you may not include in claims against your contractor the costs of other repairs you perform before you are entitled to file a lawsuit under Sections 436.350 to 436.400
Sections 436.350 to 436.365 of Missouri Revised Statutes provide you with certain rights if you have a dispute with a contractor regarding construction defects. Except of claims filed in small claims court, if you have a dispute with a contractor, you must deliver to the contractor a written claim of any construction conditions you allege are defective and provide your contractor the opportunity to make an offer to repair or pay for the defects.