

KRUCKENBERG - KENWOOD

From: ALAN KRUCKENBERG (akhomes@yahoo.com)

To: leora.price@dominionenergy.com

Date: Monday, September 30, 2019, 10:35 AM MDT

#16

Ms. Price -

We have obtained quotes to repair the sunken Dominion Energy Trench and damaged asphalt Right - Of - Way.

Alan Kruckenberg Construction, Inc. will stop actions with Utah Public Service Commission and Murray Justice Court if Dominion Energy issued a payment to Alan Kruckenberg Construction, Inc. for quoted amount.

This solution is much more cost effective than continued legal action.

Please advise on your status.

Thank you,

Jeff Kruckenberg
Alan Kruckenberg Construction, Inc.
801-352-1511
801-792-6250



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: Alan Kruckenberg
6782 S 1300 E
SLC UT 84121

Job: Kruckenberg Kenwood
5345 Kenwood Drive
Murry UT

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"):

On 660 square feet (33x20) sawcut, excavate 3" existing asphalt haul off and dispose of. Re compact existing sink hole. Add roadbase as needed and compact. Tack edges and pave 3" asphalt.

Lump sum \$5,840.00

Landscaping will need to be done by others after we raise grade back up to grade by sidewalk.

No bonds, fees, permits, testing or traffic control.

NOTE: DUE TO THE VOLITILITY OF ASPHALT OIL PRICES FROM OUR SUPPLIERS, IF OIL PRICES CHANGE SIGNIFICANTLY BETWEEN NOW AND WHEN THE WORK IS PERFORMED, YOU ARE RESPONSIBLE 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.

Contract Price: \$ as above

PREFERRED PAVING

A DIVISION OF

FP ASPHALT & CRACK SEAL, INC.

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

Date of the contract proposal 9/12/19

Note: This contract shall not be binding unless accepted within 15

Days of the above date.

By: Ryan Greenwood

Its: Estimator Date: 9/12/19

Buyer: _____

By: _____

Its: _____ Date: _____

We hereby accept all the terms and Conditions stated herein.

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.

Initials required on next Page

Initials _____