



<b>Developer/Contractor</b> Tech Contractors 3575 Kenyon Street, Suite 200 San Diego, CA 92110	<b>Project Name</b> Winding Walk at Meridian Ranch	<b>Date</b> 1/29/18
	<b>Contact Name and Phone #</b> Raul Guzman 619-223-1663	

### Earthwork Proposal

*Dwire Earthmoving LLC (Dwire)* is pleased to offer the following proposal and scope of work for the above referenced project based on the plans by Tech Contractors dated Dec, 2017. Soils Reports were prepared by Entech Engineering dated January 2, 2018. Please feel free to call me if you have any questions or concerns.

### Earthwork Inclusions

Earthwork Items	Quantity	Units	Unit Price	Total
Mobilization: One time	1	ls	\$12,000.00	\$12,000.00
Vehicle Tracking Control install with one refresh	1	ea	\$3,500.00	\$3,500.00
Clear and Grub, root picking and trash removal	1	ls	t&m	t&m
Strip 6" of topsoil to stockpile	95,485	cy	\$1.40	\$133,679.00
Over lot Grade site to +/- 0.2' per over lot grading plan streets held down 6" for CTS and asphalt, and assumes a 20% shrink. Excludes water cost	456,400	cy	\$2.16	\$985,824.00
Replace topsoil	95,485	cy	\$1.40	\$133,679.00
We will do our own layout for over lot and mass grading	1	ls	\$0.00	\$0.00
All structures must be staked an estimated savings of \$25,000				
<b>Total Earthwork Inclusions</b>				<b>\$1,268,682.00</b>

Erosion Control Items	Quantity	Units	Unit Price	Total
Silt Fence Installed	7,420	lf	\$1.85	\$13,727.00
12" Sediment Control Logs	84	ea	\$28.00	\$2,352.00
Straw Bale Check Dams (plan calls for 5 bales each) *Alternate with 3 bales each @ \$38.00 = \$42,218.00	1,111	ea	\$62.00	\$68,882.00
Temporary Sediment Control Pond	6	ea	\$1,600.00	\$9,600.00
Native seed/Erosion Control Blanket (plan specified Excelsior Blanket)	168,000	sf	\$0.33	\$55,440.00
Erosion Control Repair & Maintenance based on actual repair time (materials extra)	1	hr	\$35.00	\$35.00

\*\*Proposed quantities based on table provided on plan set. Final invoice based on field verified as-built quantities.

**Total Erosion Inclusions** \$150,036.00

**Total** \$1,418,718.00

6799 Bismark Rd. Suite C • Colorado Springs, CO 80922  
 Phone: 719-499-4604  
 Email: wade@dwirex.com

SEED + 153,300  
 LAYOUT < 25,000 >  
 WATER < 10,000 >  
 RICE & RLCE \$1,425,494.50  
 + 111,523.50  
 + 7.8%  
 \$1,537,018  
 DWIRE

**Dwire** will do our own layout, at our option, for over lot and mass grading using GPS (Global Positioning Satellite) and Digital Modeling. There is no charge for this. **This does not relieve Developer of construction survey responsibility.**

Upon completion of mass grading and notification by **Dwire**, the owner may do a grade certification. **Dwire** will at that time remedy any area out of tolerance. Any activity onsite by others constitutes acceptance, whether the owner has certified grade or not.

### **Stipulations:**

- We will need 4-5 control points to utilize our **GPS** and **Digital Modeling** capabilities
- Mobilizations are for one time only, unless stated otherwise. Additional mobilizations for any reason beyond the control of **Dwire** will be on a T&M basis. This includes areas of work not ready in a timely manner for **Dwire**.
- Construction water must be available in sufficient quantity and accessible to a 12,000 gallon stand tank and 8,000 gallon water wagon within 1,000 lf of the work area. **Dwire** will pay for our own water usage.
- Dust control during **Dwire** construction activities only.
- No import or Export. Unless stated otherwise, it is assumed that all on-site soils, including ripped materials, are suitable (no unsatisfactory soils) for site grading. No export of unsuitable or excess soils is assumed. No import or placement of aggregates, sand, structural or select fill.
- Sequencing and phasing of the work will be determined by **Dwire**.

### **Exclusions:**

**The following are standard exclusions, unless included above. Most of these may be addressed on a T&M basis or negotiated price.**

- Demolition and removal of structures and above grade site improvements.
- No Removal and re compaction of undocumented fills.
- Demolition and removal of hidden or buried structures, items, debris, or contaminated or hazardous soils or materials.
- Responsibility for existing road usage/crossings by construction traffic.
- All aspects of traffic control and vehicle and pedestrian protection are excluded.
- All aspects of storm water control and erosion control. No maintaining or removal of erosion control devices or cleanup from storm damage.
- Survey/layout, certification staking, as-built data and drawings.
- Soil testing /engineering.
- Work in freezing conditions, mud, snow, frost removal, frost protection (blanketing/ A.M. processing) of any nature.
- Permitting or associated fees.
- Relocation, demolition or abandonment of any utilities.
- Street sweeping or cleaning.
- Seeding, import of topsoil or landscape work of any nature, including protection and restoration, tree and brush removal.
- Wall cuts or backfill behind retaining walls, including slope above and subsequent grading.
- All aspects of structural excavation, backfill, structure grading.
- Grading for sidewalks, cross pans, or other concrete flatwork.
- Vapor barrier, under slab gravel
- Offsite grading.
- Muck excavation or de watering (Includes work that is so wet that it causes a significant loss of production and/or requires extraordinary procedures to complete the work).
- Compaction above 95%.

- Additional grading or reconditioning resulting from disturbance by others or weather.
- Potholing, protection/ location-relocation of existing utilities and no work within 5' horizontal and 3' vertical of utilities.
- Handling, processing or removal of utility trenching spoils.
- Rock Excavation, includes calcareous material and anything that significantly slows production or must be ripped. Excavator that can't fill its bucket in a single pass
- No preparation or proof rolling sub-grade for slabs, gravel surfacing, pavements of any kind.

**Terms:**

**This proposal is good for 30 days from the date of this proposal. Any subsequent commitment by *Dwire* to perform is conditional on the following:**

- Jurisdiction for any disputes is the State of Colorado.
- Verification of project funding acceptable to *Dwire*.
- Subcontract language acceptable to *Dwire*. This proposal is for items specifically listed in the inclusions above, and shall become an attachment to the contract. Any additional work not specifically listed above is assumed to be excluded from this proposal.
- No retention withheld from progress payments and final payments.
- No bond.
- If off- road fuel prices should increase from this date of proposal, the prices in this proposal may need to be adjusted accordingly.
- If at any time, changes are made to the project plan or specification data, revisions are to be forwarded without request to *Dwire* for price and schedule revisions.
- *Dwire* reserves the right to withdraw this bid at any time prior to official written acceptance.
- This proposal is confidential and may not be released without written consent of *Dwire*.

**Acceptance & Notice to Proceed**

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 Jeffrey Dwire  
**Dwire Earthmoving LLC**

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 Terms: Bill on the 25<sup>th</sup>, Net 15-Customer agrees to pay late charge on balance due of 1.5% per month or the maximum rate in the state work was performed, whichever is more. Furthermore, customer agrees to pay reasonable attorney's fees & costs for collections and/or litigation of this agreement, the non prevailing party shall pay all fees