



2273 River Road
Grand Junction, CO 81505
(970) 243-4900

3794 County Road 109
Glenwood Springs, CO 81601
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970) 249-1815

964 CR 63L
Telluride, CO 81435
(970) 728-3775

www.united-gj.com

To:	Chandler Homes	Contact:	Mike Chandler
Address:	PO Box 3987 Telluride, CO	Phone:	970-728-4006
		Fax:	970-728-2992
Project Name:	Lot 20R Aldasoro Driveway Prelim Budget	Bid Number:	
Project Location:	Lot 20 & 21 Aldasoro, Telluride, CO	Bid Date:	3/23/2021
Addendum #:	0		

Please review the notes carefully for added details regarding assumptions and exclusions.

Item #	Item Description
01	Mobilization
02	Clear And Grub
03	Cut And Grade For New Drive
04	Subgrade Prep & 3/4" Roadbase Prep 8"
05	3" HMA Pave W/ Shoulder (Assumed 5250 SF, ~328'x16' Drive)

Total Price for above Items: \$61,451.00

Total Bid Price: \$61,451.00

Notes:

- This is a preliminary project drive way budget for information purposes as requested by the client. Budget is based off the assumption of a 328' drive 16' wide, with 8" 3/4" road base prep and 3" HMA pave with shouldering. Detailed and complete pricing can be provided upon final drive way design.**
- Our assumptions were based on the following documents: San Juan Survey Filing Plat dated 12/2007. Along with the assumptions and disclaimers listed, TGI reserves the right to change the above prices due to deviations or changes from the assumptions.
- Scope of work was not provided. Any items not listed above will be considered extra work and shall be negotiated.
- Hammering, blasting, or any other supplemental equipment required, due to encountering rock that can not be removed by conventional excavation methods at a reasonable rate of production, will be negotiated.
- Dewatering is not included, if any dewatering is deemed necessary the extra cost to do so will be negotiated.
- It is assumed any OSHA safe sloping can be obtained for any excavation over 4 ft. in depth. If poor soils or limits of disturbance do not allow for these requirements, an engineered shoring system will be required.
- Over-excavation (due to poor soils) is not included.
- Telluride Gravel reserves the right to postpone work due to weather conditions not conducive to the scope of work.
- It is assumed that native material is suitable for backfill.
- Any native soil backfilling required to be done during the winter, and/or the available native backfill material is no longer suitable due to freezing, snow cover and/or water saturation, the native soil will be substituted for a gravel material. The added cost of importing gravel, and exporting the excess soil will be negotiated.
- It is assumed that there will be at least 10' of access around the foundation for structural backfill. If a crane is required for backfill purposes, the crane is to be provided by others.
- It is assumed that when our crews are scheduled to work on this project consideration will be given to the work area & conditions required to work productively & safely. Delays and loss of production caused by conditions outside of what is required will be billed to the GC and/or owner at T&M rates.
- It is assumed the material being excavated and exported is classified structural fill quality. If the material to be exported is deemed nonstructural material, due to frost, saturation, or high swell potential, the added cost to export the material will be negotiated.
- Access gravel and mud control (due to weather, etc.) is not included.
- Excess topsoil will be removed off site and become the property of Telluride Gravel.
- Snow removal and frost protection are not included.
- Re-vegetation of disturbed areas caused by construction is not included.
- Radon mitigation or any vapor barriers are not included.
- It is assumed erosion control & storm water management BMP measures, if required, will be done either time and material in addition to the contract, or by others.
- Engineering, surveying and staking are not included.
- Compaction testing and soils analysis is not included.

- Any permits and/or bonds required by the Town Of Telluride will need to be applied and paid for by the general contractor or their client.
- All applicable use tax on materials associated with the project are incorporated in the contract price of the project, and will be paid for by Oldcastle SW Group dba Telluride Gravel.
- Permits, bonds, permit fees, and utility company fees are not included.
- If awarded, this proposal will become apart of the contract documents.
- This estimate is valid for 30 days, prices are subject to change after that.

• **STANDARD TERMS & CONDITIONS - QUOTATION & CONTRACT**

1. **Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the "Contract"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer may have submitted a purchase order or contract.

2. **Payment.** Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1 1/2%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

3. **Taxes.** Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

- 7. **Warranty.** Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. **SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.** Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

8. **Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

11. **Damages.** Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.

It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of sub grade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.

- 16. **MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Oldcastle SW Group DbA Telluride Gravel

Authorized Signature: _____

Estimator: Ellis Curtis
(970) 728-3775 ellis.curtis@telluridegravel.com