



# Elliott Drilling Services, Inc.

Contractors Business License # 651251

## SHORING QUOTATION

Date: 11/30/23

Project name: **Temporary Shoring-130 South Main St**

Project location: Lake Elsinore, Ca

General Contractor\*: **The City of Lake Elsinore -\*developer**

Phone: 951-764-2417

Attn: **Gus Papagolos**

Email:

We are pleased to offer the following proposal to perform the work described below per preliminary plans and specifications by Miyamoto and STK Architecture for the following prices:

Item No.	Description	Units	Quantity	Extension
1	Design Temporary cantilevered shoring per conceptual layout (see sketch),but backside of beam lagging inside p/l for beams #1-#30	1	4430	\$9,400.00
2	Mobilization			\$7,200.00
3	Furnish and install 472LF of 5ft-14ft max support beam and lagged temporary shoring for over-ex. Lagging placed on p/l. for beams#1-#46	Sq ft	4430	\$381,900.00
4				
5				
6				

TOTAL QUOTATION: \$398,500.00

### Alternates:

Item No.	Description	Units	Quantity	Extension
1	ALT Deduct-Pay invoices within 10 days			(\$3,200.00)
2	Return to cut out inside beam flanges			\$9,600.00
3				
4				

**Included in this proposal:**

Furnish Temporary Shoring engineering and plans to the City of Lake Elsinore for permits and approvals

- Drill all soldier pile locations with proper drill rig access supplied by others. Elliott to confirm access and approach w/ the City of Lake Elsinore.
- Drill all soldier pile shafts
- Furnish and install steel soldier piles into drilled shafts.
- Furnish and install lean and structural concrete into drilled shafts
- Stockpile drilled spoils and lagging spoils adjacent to each work area for removal by others.
- Furnish and install timber lagging (3") along p/l to bottom of over-ex elevations and compact soils behind lagging.
- Trim beam tops to 24" below grade.
- OSHA Notification
- Dig Alert Notification.
- Prevailing, Non- union wages.
- Keep Chance and the City of Lake Elsinore happy.

**1. Exclusions**

Unless otherwise stated in the accompanying proposal, the following items of work are excluded from Elliott Drilling Services, Inc. scope of work:

- Removal of man-made or placed below grade obstructions of any kind such as footings and foundations or utilities.
- Temporary shoring design recommendations .
- **Drilling of rock.**
- Baseline surveying along shored areas with monitoring per the completed shoring plan. Costs for as-built plans.
- All surface water runoff control measures and systems in place such that the installed shoring system and slopes remain unaffected.
- All permit costs (other than OSHA)
- All soils recommendations for permanent shoring wall design.
- Encroachment fees and costs.
- Removal of installed materials provided by Elliott Drilling Services, Inc. except when the installation method has been proven to be defective or sub-standard.
- Overtime labor required by the Owner and or General Contractor
- Premium charged for any payment or performance bond that may be required from Elliott Drilling Services, Inc.
- Costs of repairing damage arising from the vibration, weight, access and egress of Elliott Drilling Services, Inc. equipment or materials.
- Costs of more than one mobilization at the site, if Elliott Drilling Services, Inc. work is interrupted, suspended or delayed by causes outside of its control.
- Costs related to revised engineering, plan alterations either in scope or nature of work being provided by Elliott Drilling Services, Inc. as a result of changes in site conditions or from, geotechnical discovery, hazardous material discovery, weather or off-site activities, as may occur during the course of work in excavating drilled shafts.

**2. General Contractor (The City of Lake Elsinore) Coordination and Support**

Throughout the project the General Contractor shall be responsible for providing Elliott Drilling Services, Inc. with each of the following items and services:

- Coordinating all work of the other contractors and suppliers so as not to hinder, interfere with or delay Elliott Drilling Services, Inc. work.
- All required field engineering, surveying and layout, including clearly marked center lines, center points, grades, offset stakes, and elevations at each hole location and maintenance of same.

- Notify Dig Alert and have all utilities, services, conduits, fiber optic cables, pipelines, etc. marked out both on site and on any adjacent property where work will encroach to maintain such markings.
- All required soil, concrete and materials testing, pile testing if required, inspection and or system monitoring, permits including all SWPPP requirements, licenses, surveying, easement, permissions to encroach, reports, as-built drawings, notices to government agencies.
- Increased costs for steel, concrete and lumber 30 days after the proposal date.
- Suitable areas on or adjacent to the site for Elliott Drilling Services, Inc. Office trailer, storage bin, fabrication and staging and storage of materials, parking spaces for Elliott Drilling Services, Inc. employees.
- Protection, location, relocation, removal, rerouting and or repair of all pavement, sidewalks, conduits, wires, fiber optic devices, pipelines and other utilities, weather underground at grade or overhead, in the project area and adjacent property, as required to prevent interference with or compromise safety of Elliott Drilling Services, Inc. work.
- Continuous removal and disposal of all spoils and waste materials, debris, excess concrete, produced during the course of Elliott Drilling Services, Inc. work, so as not to interfere with or compromise the progress or, the safety of Elliott Drilling Services, Inc. employees and their work.
- **Site de-watering**, if required, before, during and after Elliott Drilling Services, Inc. work so as to prevent hydrostatic head and sand piping that might interfere with the progress of work and compromise site safety.
- Site water run-off, storm water management, siltation, and drainage
- Sumps, holding tanks, or silting basins and the regular cleaning thereof as may be reasonably required to pump drilling fluids from shafts during the course of Elliott Drilling Services, Inc. work.
- Reasonable traffic control and protection, including all labor (Flag persons, flashers, traffic control devices etc.) and equipment, street cleaning, barricades, fences, handrails and traffic diversion as required.
- **Construction Water**, lighting, telephone service, sanitary facilities and electrical power shall be provided within two hundred feet of the work location in such quantity and quality as required by Elliott Drilling Services, Inc.

### 3. Access

Throughout the project, the General Contractor shall be responsible for providing reasonable and safe access by which concrete trucks, cranes, drill rigs, and other construction related equipment and vehicles can move under their own power to and from each location without limitation where Elliott Drilling Services, Inc. is required to work.

### 4. Scheduling

General Contractor and Elliott Drilling Services, Inc. shall adhere to a mutually agreed upon schedule.

A work day shall consist of eight consecutive hours between 7:00 am and 5:00pm and a work week shall consist of Monday thru Friday excluding holidays.

### 5. Excavation

The General Contractor shall be responsible for coordination of mass excavation, drilled shaft spoils removal, lagging spoils removal, and shall prevent unsafe over excavation of un-shored or under supported wall faces. Elliott Drilling Services, Inc. assumes no responsibility for stability or maintenance of the excavation or for the backfilling of over-excavation caused by others. Mass excavation and trimming of material to the face of the soldier piles or to the face of lagging, will be done by others so as not to interfere with the progress or safety of Elliott Drilling Services, Inc. work and personnel. Excavation for the purpose of lagging installation shall not exceed five (5ft.) lifts of open face. When existing footings are to be underpinned, sequential excavations to the bottom of the existing foundation is to be done by others at no cost to Elliott Drilling Services, Inc.

### 6. Shoring and Underpinning and Tiebacks

Horizontal tolerances for excavation support systems shall be +/- 2 inches of the wall alignment unless specified under special conditions. Unless permanent tiebacks are required shoring tie backs are temporary. Removal of materials once installed is excluded unless such work is covered by a specific bid item. It is further the responsibility of the General Contractor to obtain permissions, license, and all permits and to contact all governing authorities and agencies where tieback encroachments pass through other properties public or private, under right of ways etc. and to have all utilities, pipelines, fiber optic conduits and any below ground structure clearly marked out or potholed prior to the drilling or installation of tieback structures, underpinning or other installation provide by Elliott Drilling Services, Inc..

## **7. Time Delays**

Elliott Drilling Services, Inc. shall not be responsible for time delays, and their associated costs, outside of its control. Including but not limited to weather, refusal obstructions, ground water or excessive seepage, delays resulting from work of others, discovery of undocumented or unreported utilities, hazardous materials, archeological discovery, access restrictions or unsafe sub-grade conditions.

## **8. Hazardous Materials**

Elliott Drilling Services, Inc. shall not be required to remove, transport or dispose of hazardous materials, substances or contaminated materials. The General Contractor shall disclose in writing all hazardous and contaminated materials at the project site of which it is aware and that can be obtained from the owner or the owners agents. The General Contractor shall provide all necessary governing agencies permits, notifications, licenses and be responsible for all costs related to these. The General Contractor and or the owner or the owner's agents shall furnish all tests, inspections and notices required by law.

## **9. Concrete (by Elliott)**

## **10. Acceptance of Work and Payment**

General Contractor shall promptly inspect and accept or reject each drilled shaft after it is complete, including installation of concrete and each lift of lagging as its installation is complete. Changes made after that acceptance will be compensable to Elliott Drilling Services, Inc. In lieu of General Contractors signature as proof of acceptance it shall be generally accepted that the job site supervisor shall have accepted the work unless specifically brought to the attention of Elliott Drilling Services, Inc. personnel at the time of work, rejection of work following installation of lagging shall also be considered compensable to Elliott Drilling Services, Inc. No work by others shall be charged back to Elliott Drilling Services, Inc. unless such chargeback is approved in writing by Elliott Drilling Services, Inc. prior to the commencement of the work. If an equitable price cannot be agreed upon for services to which Elliott Drilling Services, Inc. is entitled, the fee shall be calculated as cost plus 20% for overhead.

## **11. Payment**

During the course of work progress payments shall be made monthly. These payments shall include reimbursements for costs of all labor, management, and materials as well as all subcontracted work performed by others. All invoices for materials that have been purchased and or satisfactorily fabricated, even if they have as yet not been installed shall be due monthly. Retentions, if withheld, shall be no more that 5% (per California Public Contract Code Section 7201) of the original contract amount exclusive of change orders. All additional work outside the scope of the original contract shall be considered separate from the original contract and billed at time and materials rates which are not subject to retention. All invoices with the exception of the final invoice are due net thirty days from the date of the invoice. Full and complete final payment for all contracted services, change orders and retentions is due sixty days from completion and acceptance of Elliott Drilling Services, Inc. originally contracted work.

## **12. Limitations on Damages**

Elliott Drilling Services, Inc. shall under no circumstances be liable to the owner and or the General Contractor or any agents, employees, contractors, consultants of the owner and or General Contractor for any indirect, consequential, or exemplary damages.

## **13. Differing Site Conditions**

Notwithstanding any other provision in any contract documents, Elliott Drilling Services, Inc. shall be entitled to an equitable adjustment to its contracted compensation and schedule whenever its work is adversely affected by encountering any latent condition at the project site that differs from conditions indicated by the contract documents, soils report and boring logs furnished to Elliott Drilling Services, Inc. at the time of bid or ordinarily encountered and generally recognized as inherent in work of the character provided in the contract.

## **14. Indemnity**

Elliott Drilling Services, Inc. shall indemnify, but not defend, the owner and or General Contractor with respect to any claim that arises directly from the negligence or intentional fault, if any, of Elliott Drilling Services, Inc. in the performance of its work hereunder, but the extent of such indemnity shall be limited to Elliott Drilling Services, Inc. portion of the total fault causing the loss on which the claim was based. Elliott Drilling Services, Inc. shall have no other responsibility to defend, pay for, or indemnify the owner and or the General Contractor or its agents with respect to claims arising from or related to Elliott Drilling Services, Inc. work hereafter.

#### **15. Insurance**

Elliott Drilling Services, Inc. shall maintain in place, throughout the performance of its work hereunder, worker's compensation coverage as required by the law, and commercial general liability insurance, for bodily injury and property damage coverage (without exclusion for explosion, collapse and underground loss), with a limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Excess liability coverage with a limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate shall also be maintained. Coverage and endorsements for additional insured parties shall be limited to Elliott Drilling Services, Inc. portion of the total fault causing the loss on which the claim was based. Should additional limits of coverage be required the fee shall be the additional policy costs plus 20% for overhead and administration.

If the project is considered residential construction (single family, condominiums, or multiple unit) and other than apartments, then the General Contractor shall supply Elliott Drilling Services, Inc. with an OCIP Policy: a general liability policy naming Elliott Drilling Services, Inc. as insured to the minimum limits of \$2,000,000.00 per occurrence and \$3,000,000.00 aggregate or to greater limits as required by the project documents. Owner Controlled Insurance Policies (OCIP) that are required for residential construction as listed above shall not have a deductible greater than \$10,000 or the General Contractor shall be financially responsible for any differences between \$10,000 and whatever the deductible is.

#### **16. Amendment**

These general conditions shall not be nullified or suspended except by a subsequent document signed by an authorized Elliott Drilling Services, Inc. representative.

#### **17. Disputes**

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association, any judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of, or relates to, this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its construction industry mediation rules before resorting to arbitration, litigation, or some other dispute resolution technique. Elliott Drilling Services, Inc. shall be entitled to recover damages in addition to costs otherwise allowed, all reasonable attorney's fees, expert witness fees, and other expenses incurred in the pursuit of Elliott Drilling Services, Inc. right to payment or other benefits under this contract, irrespective of whether such enforcement is accomplished through the filing of an action at law, the prosecution of arbitration proceeding or otherwise.

#### **18. Precedence**

These conditions shall be attached to and become part of the contract and shall take precedence over any conflicting provisions.

#### **19. Expiration**

Unless specified otherwise this bid quotation shall not remain in effect after thirty (30) days from bid date, unless accepted in writing by contract.

#### **20. Project specific agreements**

We assumed shoring load values for this proposal. Active pressure-45Pcf, passive pressure :260 pcf and building load at rest-65 pcf.  
If recommendations by the project soils engineer are greater we would have an RFCO increase .

**Elliott Drilling Services, Inc.**

Signature:\_\_\_\_\_

Name:       Mark Elliott\_\_\_\_\_

Title:        President\_\_\_\_\_

Date:        \_\_\_\_\_

**Contractor's License # 651251A**

**General Contractor: The City of Lake Elsinore-developer**

Signature:\_\_\_\_\_

Name:        \_\_\_\_\_

Title:        \_\_\_\_\_

Date:        \_\_\_\_\_

**Contractor's License #**\_\_\_\_\_