SA MACANGA INC.
PAVING CONTRACTORS
Site Development
919 CAMARO RUN • WEST CHESTER, PA 19380 • TELEPHONE 610-692-5336 • FAX 610-692-4654

Date: December 16, 2009

RECEIVED
JUN 17 2010
BY: Denise McCoi

To: Chris Della Penna
Della Penna Engineering, Inc.
21 Whitetail Lane
Parkesburg, PA 19365

Re: Baron Crest

PROPOSAL

Scope of Work: Proposal based on list of items from review letter by Della Penna Engineering. Also from As-Built drawings by HowellKline Surveying,LLC. Project # 10810 sheets 2 thru 3 dated 7-23-09. Latest revision #1 dated 7-23-09

MOBILIZATION	***LS***	***$ 1,500.00***
LAYOUT – ALLOWANCE	***LS***	***$ 2,500.00***

ITEM #1

2 X 2 Yard inlet- uncover and raise top 0.77	***$ 190.00***
Restore area	***$ 75.00***
	$ 265.00

ITEM #2
Will be done with Item # 8

ITEM # 3
Will be done with Item #11-f

ITEM #5

15" ADS N-12 Pipe	*120 LF*	*$ 3,340.00*
Standard 2'x4' Type M inlet	*1 EA*	*$ 2,510.00*
Cut into existing inlet	*LS*	*$ 1,000.00*
Grading and Restoration	*LS*	*$ 770.00*
		$ 7,620.00

ITEM # 6

Orfice Plates	*4 EA @ $ 250.00*	*$ 1,000.00*

Install 2 LF-12: ADS N-12 in outlet pipe

ITEM # 8

Basin Volume- Increase volume by 19,151 CF		
Strip and stockpile topsoil	*405 CY*	*$ 2,248.00*
Remove and dispose of		
Excess fill dirt	*710 CY*	*$ 15,157.00*
Return/Regrade Topsoil	*405 CY*	*$ 3,000.00*
Rake and seed basin bottom		
Wild life mix	*22,000 SF*	*$ 3,300.00*
Rake and seed Remainder		
Of green area	*10,000 SF*	*$ 800.00*

May need to install temp road between Lot#6 and Lot #7

Approx 130 Tons 2A Modified		
On 400 SY Geotextile	*LS*	*$ 2,691.00*
Remove temp road/restore area	*LS*	*$ 3,250.00*

ITEM# 9

Level Spreader Grade Adjustments

Type and Scope of work needed is not available due to lack of information.

Price for pipe installation can be provided

15" ADS N-12	*225 LF @ 27.30*	*$ 6,143.00*
Tie into existing 15" HDPE	*LS*	*$ 1,500.00*
15" ADS N-12 Flare Ene Section	*1 EA*	*$ 275.00*
		$ 7,918.00

ITEM #11

b. Painted stop Bar	*1 EA*	*$ 1,800.00*
c. Topsoil edge of road	*300 LF*	*$ 719.00*
Rake and Seed		*$ 317.00*
		$ 1,036.00

d. Basin bottom-done with Item #8 – or added cost of remobilization for landscaping co.

e. Parge joints in pipe	***4 EA@ 90.00***	***$ 360.00***

f. Interceptor swale No. 1 Re-grade lower portion of swale – approximately 4500 SF to increase depth to 2 ft.

Remove and dispose of excess		
Fill dirt	***333CY***	***$ 7,160.00***
Bury Rip Rap(@ 135.00)	***3HR***	***$ 405.00***
Spread and re-grade topsoil	***LS***	***$ 750.00***
Install NAG C300 (0.68)	***4500SF***	***$ 3,060.00***
Rake and seed remainder		
Of area (0.09)	***2000SF***	***$ 180.00***
		$ 11,555.00

g. Clean inlets (225.00)	***10 EA***	***$ 2,250.00***

TOTAL	***$68,250.00***

All items are priced to be done at the same time. Added cost will be incurred due to mobilization.

Basin, Pipe and swale work need to be done when dry.

December Asphalt Index of $427.00
Prices are effective through December31, 2009
Please see attached Terms and conditions

Terms & Conditions

Changes/Methods: S.A. Macanga, Inc. shall be entitled to additional compensation over and above the prices set forth in this Proposal for any alteration or deviation from the above labor, material, specifications or for any concealed or unforeseen site conditions involving any extra cost. S.A. Macanga, Inc. shall have exclusive discretion to determine whether proper conditions exist to perform the work.

Escalation Clause: Due to the uncertain stabilization of asphalt prices, we reserve the right to increase the contract price in an amount equal to our increase subsequent to the date of this contract. Documents verifying the incurred increase will be furnished upon request.

Payment: NET 30 Days – Full Payment of Invoiced Amount. A service charge of 2% per month (24% per year) will be charged on all sums due an owing 30 days after invoice. All payments will be credited to oldest billing. S.A. Macanga, Inc. specifically reserves the right to change, alter or modify these payment terms or to withdraw this Proposal after review of Customer's credit information. Applicant gives authorization to obtain credit and financial information concerning the Applicant at any time and from any source.

Schedule: S.A. Macanga, Inc. shall perform the work within a mutually agreeable time frame. S.A. Macanga, Inc. shall not be liable for: (1) any delay or damages, regardless of the cause of the alleged delay; or (2) any consequential or incidental damages of any kind, regardless of the alleged cause.

Risk of Loss/Endurance: The Customer shall bear the risk of loss or damage to the work or any portion thereof completed by S.A. Macanga, Inc. and Customer shall, at its sole cost and expense, provide insurance in "all risk" form to include the interests of the Owner. S.A. Macanga, Inc. and all Subcontractors as named insured on customer's policy. S.A. Macanga, Inc. will provide Workmen's Compensation Insurance for its employees.

Attorneys' Fees and Costs: Customer agrees to pay any and all expenses incurred by S.A. Macanga, Inc. to enforce its rights under this document, including but not limited to attorneys' and consultants' fees, interest and costs of litigation.

Permits and Fees: Customers shall give all notices, secure and pay for all permits, licenses and inspections, comply with all laws, ordinances, rules and regulations and mark all utility lines prior to commencement of any work, S.A. Macanga, Inc. is not responsible or liable for any damage done to unmarked or incorrectly marked utility lines.

Expiration: This Proposal automatically expires and becomes null and void if Customer's Approval of the Proposal is not received by S.A. Macanga, Inc. within thirty (30) days from the date of this Proposal. S.A. Macanga, Inc. reserves the right to withdraw this Proposal any time prior to receipt of Customer's Approval.

Contract Requirement: Performance of the work set forth above is expressly contingent upon (1) Customer's Approval of the Proposal; and (2) S.A. Macanga, Inc. Acceptance of the Proposal. S.A. Macanga, Inc. shall have no obligation or liability to perform any work on any terms until the two conditions are satisfied.

Choice of Law/Venue: This document shall be governed by the laws of the Commonwealth of Pennsylvania and the forum for all disputes arising under this document shall be Chester County, Pennsylvania, or such other jurisdiction as chosen by S.A. Macanga, Inc., in its sole discretion. Applicants residing, operating or conducting business outside the Commonwealth of Pennsylvania or whose Corporate Registration is other than the Commonwealth of Pennsylvania hereby expressly grant the Creditor exclusive right to choose the judicial venue within the Applicant's State Court System.

Resurface Projects: Due to overlay of existing pavement, we cannot warrant positive drainage or puddling.

S.A. Macanga, Inc.

BARON CREST
DELLA PENNA

Steve Macanga, President

Note: This is not a valid contract unless and until executed and accepted below by customer and S.A. Macanga, Inc.

APPROVAL OF PROPOSAL AND CONTRACT

Customer hereby approves the prices, specifications, terms and conditions set forth in the Proposal and requests that S.A. Macanga, Inc., perform the work specified in the Proposal based upon the specifications, terms and conditions set forth in the above Proposal, all of which are incorporated herein by reference. Payment will be made as outlined in the Contract.

APPROVED BY CUSTOMER:	APPROVED BY S.A. MACANGA, INC.
Signature: _____	Signature: _____
Title: _____	Title: _____
Date of Approval: _____	Date of Approval: _____