## Western State Builders Inc.

Date: 5/25/2022

Proposal #: WSB 2022-248

Address: 15305 Rockwood Rd Escondido, CA 92027

Project: San Pasqual Union School

Project Number:

DIR Number: 1000706410

Ca Lic 1069677

SLBE Number: 17WS1776

Western State Builders proposes to provide all labor/Material to complete the work listed

for the above referenced project.

Installation of Playground Equipment

**Estimated Cost DESCRIPTION OF WORK** Kindergarten Playground: Remove and Dispose of Shade Structure over playground -\$1,250.00 Add Generic Industry Standard playground age appropriate stickers \$500.00 Standalone manufacture signage excluded Swings: Reposition and tighten Swing Hangers \$550.00 Replacement parts if required Excluded Balance Beam: Add and Install Mulch as required at \$85/yd Minimum EWF Required 25yds Play Structure: Remove and Dispose of Shade Structure over playground -\$1,250.00 Removal of entire playground \$1,850.00 West Playground: (Miracle slides) Removal of deck, stairs one slide Post Caps Main Suports remain Install 1 slide, 2 slide entries, the deck and stairs, post caps, labels -\$3,950.00 Smooth edges and apply clear silicone at seperations mentioned on the rock wall replace missing handholds for the rock climber, painting/color matching NIC \$1,250.00 Install End ladders and trolleys for track ride Dispose of Old Track System \$2,900.00 Add EWF to entire area Add and Install Mulch as required at \$85/yd Minimum EWF Required 25yds Remove Playground bench and dispose \$500.00 Horizontal Climber Reposition Bolts as required Install ladders on either side \$875.00 Remove and Dispose of Shade Structure over playground -\$1,250.00

Playground Components Supplied by others

## Refresh and painting NIC

Exclude: Permits, Bonds, Inspections, Fees, Equipment, Freight, Storage PIP, Rebar in footings, Export, underground infastructure, Sub grade prep Rock/Concrete Drilling/Sawcutting, Special Inspections irrigation and landscape repairs, Custom Concrete Colors

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## CONDITIONS AND STIPULATIONS

	Proposal only includes the items listed on Description of Work above.		
	Any additional work requested will be billed at the Western State Builder's		
	current rental rates.		
	All quantities to be measured and approved by the project superintendent/Home Owner prior to billing.		
	Western State Builders is not responsible for the changes made to Western State Builders		
	plans.		
	Quote is good for 90 Days of date listed above		
Western Sta	te Builders looks forward to working with your company. If you have any questions		
egarding the contents of this proposal please call me at (760) 270-8639.			
Sincerely,			
Iulian Moen			
	2141 Orange Ave Escondido, CA 92029		

2141 Orange Ave Escondido, CA 92029 Phone (760) 703 6024 Phone (760) 270 8639

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## General Terms and Conditions:

- 1. Western State Builders is not responsible for the cost of obtaining nor providing for any engineering, testing, permits, bonds, or inspection fees, or any other fees of charges.
- 2. Western State Builders shall not be responsible for any delay in completing this subcontract caused by (a) act of God, (b) Inclement weather, (c) Strikes or other union activities, (d) additional work ordered by the owner, the architect, or the prime contractor, (e) any work stoppage by Western State Builders following the prime contractor's/Home Owner failure to make payments when due under this contract, (F) regulations or other action by governmental authorities, (g) any other contingency beyond Western State Builders control and not foreseen by express provision of this contract.
- 3. If the prime contractor or owner requires Western State Builders to do any work other than that specified herein, Western State Builders shall be paid the cost of the work plus (10%) for overhead and fifteen percent (15%) for cost for profit, whether or not the request is in writing. Western State Builders at its option, may defer commencement of any additional work until a change order is signed by the contractor/owner as applicable.
- 4. It is mutually agreed that if at any time in the opinion of the Western State Builders, the financial responsibility of the prime contractor or owner becomes impaired, jeopardized, threatened, or unsatisfactory, Western State Builders may temporarily stop work and require payment of all sums then due for all labor and materials furnished at that time and also require payment in advance for all remaining labor and materials, and either or both of these actions shall not constitute a

breach of this agreement by Western State Builders, and Western State Builders may wait to perform the balance of the labor and material hereunder until the aforementioned payment in full has been received.

- 5. Job performance and/or measured quantities will be considered accepted, unless written notice of any claimed deficiencies is received by Western State builders within (7) working days from that time when the work is actually performed. Foreman to walk with owner on approval.
- 6. This proposal is made in anticipation of prompt commencement of work as provided herein. If through no fault of Western State Builders, such work has not begun within (90) days of the date of this proposal. The Proposal may be declared null and void at Western State Builders option.
- 7. The above proposal shall not be binding unless prime contractor or owner accepts the proposal in writing. It is understood and agreed that acceptance of this proposal shall constitute a contract upon actual notice of such acceptance to Western State Builders. All of the following conditions of this proposal are incorporated into and become part of this proposal and contract.
- 8. If through no fault of Western State Builders, the completed work by western State Builders is damaged. Western State Builders will be paid additionally for such repair or replacement work necessary to return it to the original completed condition. additionally for such repair or replacement work necessary to return it to the original completed condition.

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- 9. Any back charges to Western State Builders claimed by the owner, the architect, or the prime contractor shall be reviewed and acknowledged in writing by Western State Builders and a representative of the prime contractor or owner within 7 days of the occurrence, giving rise to a back charge.
- 10. Western State Builders will not honor any back charges unless Western State Builders has accepted responsibility and is given the opportunity to remedy the problem itself first.

Prime Contractor or Owner Acceptance: The undersigned, prime contractor or owner, has read and understands the above terms and conditions and hereby agrees to pay the contract price for the work described above.

Dated:	By:		
Western State Builders acceptance;			
Dated:	Ву:		