



**JAYNES** brothers construction

996 Lawrence Drive, Suite 201  
Newbury Park, CA 91320  
P: (805) 375-1111  
E: Chase@Jaynesbrothers.com

**PROPOSAL**

010423CJA

DIR # 1000019441  
LIC. # 896407  
(A, B, C-8, D-12, D-34)

**To:** City of Beaumont Parks and Recreation

**Job Name:** Three Rings Ranch

**Attn:** Ashley Starr

**Job Location:** 530 Brookside Lane

**Phone:** (951) 769-8524 ext. 328

**Email:** astarr@beaumontca.gov

**Date:** 01/04/23

**We hereby Submit estimates for the following:**

Move wood chips out of way and put back in place after new playground is installed	\$	6,031.20
Demo and dispose of existing playground equipment		
Installation of Landscape Structures Playground drawing #1157782-02-02		
Price to include disposing of dirt spoils	\$	34,928.48
Provide security fencing for the duration of the project (excludes privacy screen)	\$	2,786.73
<b>Total Price:</b>		\$ 43,746.40

Price includes (1) Unloading, at site		
If site safety storage container required, additional cost	\$	1,200.00
site safety storage container monthly cost, after first month (if project delayed outside of JBC control)	\$	200.00

**THIS PROJECT IS A PREVAILING WAGE RATE PROJECT.**

Payable as follows: **50% Material deposit, Remainder due upon completion**  
Retention not to be held for more than 30 days.  
Price is guaranteed for 60 days

Respectfully submitted by: **Chase Jaynes**

ACCEPTANCE: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. By signing below, both parties agree to entering a legally binding contract which includes the attached terms and conditions.

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

Date: \_\_\_\_\_

## Terms and Conditions

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- 1) All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements must be made in writing. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurances. Our workers are fully covered by Workman's Compensation Insurance. Jaynes Brothers also carries General Liability Insurance, which is assumed acceptable by signing the acceptance below. Situations that may require our company to return at a later date to finish work that is not a delay by Jaynes Brothers will result in extra charges.
  
- 2) This proposal DOES NOT provide for the following service items, unless otherwise stated: receipt, inventory, loading, unloading, storage, security of equipment, security fencing, third-party inspections, all permitting costs, no access to water. Price assumes access to water.
  
- 3) This proposal assumes a standard work week only, Monday through Friday, 7:00AM through 5:00PM. No weekends or holidays, unless otherwise agreed upon.
  
- 4) DEMOLITION: Unless other arrangements are made prior to the start of demolition, all demolition shall be disposed of by Jaynes Brothers in a manner selected by Jaynes Brothers. For demo purposes, unless otherwise noted in the contract, all slab thicknesses are assumed to be 4" or less with no reinforcement. If thickness of slabs turns out to be greater than 4" or have reinforcement in it, its demo, hauling and disposal shall increase at the rate of our actual cost plus 15% and customer agrees to pay the additional cost. All poured in place rubberized surfacing thickness are assumed to be 3.5" or less. If Poured in Place thickness turns out to be greater than 3.5%, its demo, hauling and disposal cost shall increase at the rate of our actual cost plus 15% and customer agrees to pay the additional cost. All changes in the scope of work shall be handled with a change order, promptly executed by both Parties so that no delays are experienced.
  
- 5) STORAGE: Jaynes Brothers is capable of storing limited amounts of playground equipment at their warehouse. Any equipment stored at the warehouse will be allowed to remain for 30 days with no additional added storage fees. Any equipment required to remain in Jaynes Brothers warehouse beyond the 30 day period will require an additional charge of minimum of \$100 per 30 days.
  
- 6) This proposal does not provide for the following site sub-grade issues: material not suitable for footings, material requiring demolition, or contaminates that may require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer, or gas.
  
- 7) Jaynes Brothers does not assume liability of incomplete delivery and requires payment upon completion of equipment present.
  
- 8) Not responsible for hardscape or landscape damages due to installation or deliveries.
  
- 9) UNFORESEEN CONDITIONS: Unforeseen conditions include, but are not limited to, having to deal with, modify or repair underground utilities (water, sewer, gas, electricity, irrigation lines & wiring, data, phone, drainage lines, etc.) found during excavation. Unforeseen Conditions shall also include having to excavate or remove boulders, rocks, rocky soil, etc. that cannot be cored through with a standard Bobcat, augur or excavated with a shovel and requires the use of a jack hammer or other means. Other examples of Unforeseen Conditions include unexpected items found during excavation that were not obvious or not disclosed by Customer, such as existing footings, curbing, border, pavement, tree roots, etc. found during the excavation for new footings, unless removal of these items was clearly noted in the Scope of Work. Finally, Unforeseen Conditions shall include any factors and/or conditions that adversely affect the cost of the project which were not disclosed by Customer in writing prior to the signing of this Contract. Cost of dealing with unforeseen conditions shall become extra and shall be added to the Contract sum at the rate of Jaynes Brothers Construction's cost plus 20%. Customer shall indemnify Jaynes Brothers Construction from any liability associated with damage to underground utilities due to Unforeseen Conditions.
  
- 10) Service charge to install any merchandise not present at time of completion is at the rate of \$500 minimum. This proposal does not include any bonding, permitting fees, third party inspection fees, or any other related fees not hereto specified.
  
- 11) Installation foreman will act as on-site representative, but is not able to bind the company to any agreements, including verbal. All decisions are to be made by authorized office personnel only.

Initial: \_\_\_\_\_



**Date:**

January 9, 2023

**Client:**

City Of Beaumont Parks & Recreation

**Project:**

Three Rings Ranch Park

**Bid Plans:**

1157782-02-01 Dated 9/27/21

**Bid Specifications:**

None

**Attention:**

Ashley Starr

**Project Address:**

1040 Calumet Ave, Beaumont, CA 92223

**Addenda:**

None

**Soils Report:**

None

Price includes all labor, material, taxes necessary to complete the proposed work. If accepted proposed work must be commenced within 60 days of acceptance.

**Proposed Work:**

SCOPE ITEM	AMOUNT
Mobilization	\$2,500
Furnish & Install 6' Temp Construction Fencing to Remain in Place for the Duration of Construction (Qty. 300 LF)	\$2,520
Move Existing Wood Chips Out of the Way & Reinstall After New Playground is Installed. Geotex Fabric to Remain in Place	\$4,048
Remove & Dispose of Existing Playground Equipment	\$7,017
Receive, Unload & Install Landscape Structures' Playground Per Drawing No. 1157782-02-02	\$40,087
* Includes Disposal of Dirt & Spoils	
* EWF Top Off by Others	
<b>PROPOSAL TOTAL:</b>	<b>\$56,173</b>

**Client:**

City Of Beaumont Parks & Recreation

**Project:**

Three Rings Ranch Park

**Exclusions (Unless Noted Above):** Permits, Bonds, Fees, PSA, PLA, Skilled & Trained Workforce, Engineering, Damage to Landscape, Sprinklers, Soils Report, Furnishing of Equipment.

Flatwork or Unmarked Underground Utilities Due to Installation or Removal Process.

\*All work to be completed according to standard practices. Any alterations or deviations from the proposed specifications involving extra costs will be execute only upon written orders, and will become an extra charge over and above the original estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

\*\*In the event that either party becomes involved in litigation, arbitration or any other alternative dispute resolution arising out of relating to this contract, or the performance of it, the court or tribunal in such arbitration shall award reasonable fees and costs incurred to the prevailing party including attorney fees, expert witness fees, court costs arising out of or relating to resolution of the dispute.

I HAVE READ, DISCUSSED AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE THERETO; SIGNED PERSONALLY AND FOR THE CUSTOMER. "A SIGNED PROPOSAL OR CONTRACT IS NEEDED PRIOR TO COMMENCEMENT OF WORK."

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This quote is predicated on all work being performed, concurrently, with one move-on. This proposal is valid for 60 days. All pages of proposal are to be incorporated into any binding agreement or contract.

**PROPOSAL TOTAL: \$56,173**

**Client:**  
City Of Beaumont Parks & Recreation

**Project:**  
Three Rings Ranch Park

Yes	No	Description	Yes	No	Description
	X	Bonds		X	Patching and grouting
	X	Permits		X	Hazardous materials
X		Prevailing Wage & Certified Payroll		X	Site clearing and grubbing
	X	Inspections	X		Spoils removal
	X	Soil and material testing		X	Dewatering
	X	Imaging	X		Salvage of any kind
	X	Surface penetrating radar, line locator, and imaging		X	Removal and disposal of unsuitable materials
	X	Sanitation Facilities		X	Drying or aeration of wet soils due to rain
X		Construction fencing		X	Soil Stabilization or lime treatment
	X	Barricades, traffic control, pedestrian control, and flagmen		X	Backfill and compaction
	X	SWPPP/WPCP plans	X		Excavation and trenching
	X	SWPPP/WPCP Implementation		X	Pressure wash and wash down
	X	Dig alert marking and notifications	X		Concrete pumps (All concrete assumed to be tailgate accessible)
	X	Survey and monument preservation		X	Potholing or exposure of underground utilities
	X	Liquidated damages		X	Concrete and asphalt resurfacing
	X	Standby time		X	Concrete clean-out
X		Layout		X	Painting
	X	Water meter and construction water		X	Irrigation work including repairs
	X	Limited access conditions		X	Landscape work including repairs
X		Clean up & trash removal from our work	X		Footings for Shade Structures
	X	Removal and handling of buried obstructions		X	Providing Play Equipment (as noted)
	X	Removal and handling of contaminated/stained soils	X		Offloading of equipment
	X	Disconnection/relocation of utilities		X	Unforeseen site conditions
	X	Temporary utilities of any kind		X	Engineering
	X	Saw cuts, wall sawing and corning			
	X	Dowels holes, epoxy and dowels			
	X	Demolition work			
X		Selective demolition			
	X	Sub-base of any kind			
	X	Rock conditions (see below)			
	X	Grading			
	X	ADA compliance/accessibility			

**Notes:**

1. Play Foundations, Inc. maintains comprehensive insurance coverage. This coverage is available upon written request.
2. PFI assumes existing site conditions will not contain rock 6-8" and larger, or bedrock resulting in rock conditions. Therefore, PFI does not include encountering and working in any rock conditions.
3. Work is inclusive to the proposal provided by PLAY FOUNDATIONS, INC.
4. All work not specifically mentioned is excluded.
5. For items checked YES, please refer to the work included section for complete description.
6. This proposal is predicated on all work being performed currently with one (1) move-on. If additional move-on's are required, each move-on will be an extra charge of \$1,500 each.



**Please Initial**



14688 El Molino St.  
 Fontana, CA 92335  
 Phone: (909) 350-9500  
 Fax: 909-350-9502  
 www.totlotpros.com

# Estimate

Date	Estimate #
1/4/2023	5721

CA Contractor Lic #967975  
 DIR #1000002374

Customer
City of Beaumont 1310 Oak Valley Pkwy Beaumont, CA 92223

Project
Three Rings Ranch 605 Brookside Ln Beaumont, CA 92223

Qty	Description	Total
	Provide security fencing for the duration of the project	1,848.00
	Move wood chips out of way and put back in place after new playground is installed	5,900.00
	Demo and dispose of existing playground equipment	7,150.00
	Installation of Landscape Structures Playground drawing #1157782-02-02 ***Price includes disposing of dirt spoils***	43,550.00

<b>Total</b>	<b>\$58,448.00</b>
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Terms: Net 30

\*\*\*Pricing Based on Prevailing Wages\*\*\*

Estimate Prepared By: TH

Signature \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

Please see the Tot Lot Pros Terms of Service. By contracting our services, you agree to the Tot Lot Pros Terms of Service unless otherwise noted in a separate contract.



## Tot Lot Pros Terms of Service

Below are the Terms of Service for all services that Tot Lot Pros offers to perform. Please refer to your estimate for types of service being performed. By contracting our services, you agree to our terms below unless otherwise noted in a separate contract.

### General Terms of Service:

- Tot Lot Pros assumes existing soil conditions will not contain rock 5" and larger or bedrock resulting in "rock like" conditions. If "rock like" conditions are encountered, additional charges may occur.
- Any/all permits and /or fees required by any governmental agency having jurisdiction are the responsibility of others unless otherwise stated.
- Installation methods are based on the manufacture's recommendations.
- Work to be performed during normal working hours (Monday – Friday / 6AM to 5PM).
- Tot Lot Pros maintains comprehensive insurance coverage and is available upon written request. Projects requiring specific coverage beyond Tot Lot Pro's coverage are not included in estimate unless otherwise stated.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to site not being ready as scheduled or if the installation is interrupted for reasons other than those related to weather or general public emergencies.
- All quotes are valid for 30 days from the date on the estimate.
- Payments are due 30 days from the invoice date unless otherwise specified in a separate contract. Accounts not paid within 30 days of the date of the invoice are subject to a 1% monthly finance charge.
- Estimates that specify a deposit required for the purchase of equipment, will not be ordered until payment has been received.
- Quote is based on one (1) mobilization. Additional mobilizations may incur additional charges.

### Playground, Equipment and Shade Terms of Service:

- It is assumed that there is reasonable access for tools, equipment and materials.
- Unless noted different on the estimate, all spoils will be dumped and spread on-site at reasonable location.
- ASTM and CPSC guidelines will be followed. Request for services that do not comply with those guidelines will result in Tot Lot Pros right to refuse installation of the equipment.
- Security during the install and upon completion is the responsibility of others, unless specified otherwise.
- Certified Safety Playground Inspector Audit (third party) is the responsibility of others unless otherwise specified.
- Acceptance/unloading and storage of equipment is the responsibility of the others unless otherwise specified in the estimate.

### Surface Terms of Service:

- Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler and/or water systems must be shut off 24 hours before installation and remain off for 48 hours after installation is completed.
- Any changes in colors, square footage, or thickness of the surfacing, will result in changes to the price.
- All colors of rubber surfacing will amber to a certain extent, some more than others, unless aliphatic binder is used.
- Post installation HIC (Head Impact Criteria) test not included.
- Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during the installation process, curing time, and after the installation is completed.
- Any excess material at the job site upon completion is the property of Tot Lot Pros, Inc.

Initial:

14688 El Molino St., Fontana, CA 92335 · Office: (909) 350-9500 · Fax: (909) 350-9502

[www.totlotpros.com](http://www.totlotpros.com)