



BROWNING CONTRACTORS INC.  
2914 N. Argyle Ave.  
FRESNO, CA 93727  
(559)346-0660 PH (559)346-0626 FAX

Date: 10/4/2023

To: ROOT CREEK WATER DISTRICT

Re: TRACT 288 BASIN OUTFALL STRUCTURE

In response to your invitation to bid on the installation of improvements to the project listed above, we are pleased to submit the following proposal. Bid good for Thirty Days.

ENGINEER: N/A

Plan Date N/A

We will furnish all labor, materials, equipment and insurance for the unit prices listed below.

Bid subject to change per approved plans.

Storm Drain					
	Description	Bid Quant.		Unit Price	Total
1	12" PVC PIPE	20	LF	\$95.00	\$1,900.00
2	U52 OUTLET	1	EA	\$7,765.00	\$7,765.00
3	U52 OUTLET (MODIFIED)	1	EA	\$11,640.00	\$11,640.00
4	CONCRETE PAD & WING WALLS	1	EA	\$27,400.00	\$27,400.00
5	CONCRETE PAD & WING WALL	1	EA	\$20,340.00	\$20,340.00
6	CONCRETE PUMP	2	EA	\$1,200.00	\$2,400.00
7	RIP RAP	1	LS	\$6,950.00	\$6,950.00
8	FABRIC UNDER RIP RAP	1	LS	\$1,400.00	\$1,400.00
7	GRADE FOR CONCRETE PAD	1	LS	\$7,488.00	\$7,488.00
8	MOBILIZATION	1	LS	\$3,500.00	\$3,500.00
<b>Total</b>					<b>\$90,783.00</b>
<b>BID TOTAL</b>					<b>\$90,783.00</b>

\*\*\* *Special Provision in addition to the General Conditions.*

\* *Prevailing Wage included.*

**Conditions of Contract (Exclusions)**

- 1) The terms of this proposal shall become an integral part of the subcontract agreement and shall govern over any conflicting language.
- 2) No adjustment of any existing facilities including manholes or valve boxes.
- 3) Prices are based on one mobilization.
- 4) Prices do not include any engineering, surveying, initial staking or compaction.
- 5) Prices do not include any permit/connection fees- (Including Caltrans).
- 6) No landscape sleeves or services (Unless specified on bid)

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- 7) Prices do not include any landscaping repair.
- 8) Prices do not include removal of excess spoils from the job site.
- 9) Not responsible for damage done by others. Billing directed to owner.
- 10) If prices are based upon unapproved plans; quantities/bid items may need to be altered upon receipt of approved plans, including material increases.
- 11) No de-watering of existing facilities, site, or ground water.
- 12) No clearing or grubbing.
- 13) No tree removal or protection of existing.
- 14) No protection or replacement of any existing utilities.
- 15) Bid does not include fence removal or replacement.
- 16) Not responsible for any SWPPP permits, BMP's, or trackout protection.
- 17) Dust control for excavation, spoil piles, and immediate area of work only.
- 18) No bonding (unless specified on bid form)
- 19) Prevailing wages included.
- 20) No blasting.
- 21) Quote is good for 30 days from date on bid\*\*

Approved By:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Date: November 9<sup>th</sup>, 2023

To: Root Creek Water District  
PO Box 27950,  
Fresno, CA 93729

Attn: Jason Staicer

Re: Storm Drain Basin Metered Outlet Assembly

We are pleased to provide the following proposal for work on the above referenced project. We will furnish all labor, equipment, management, and materials for the following:

Item	Description	Qty	Unit	Total Price
1	Mobilizations, Site Investigation, Site Cleanup	1	LS	\$ 9,800.00
2	Inlet Structure (8' Tall)	1	EA	\$ 20,300.00
3	12" PVC Pipe	20	LF	\$ 4,200.00
4	Metered Inlet Structure (3' Tall)	1	EA	\$ 12,100.00
5	4" Thick 3,000 PSI Concrete Pad (20' x 45' x 0.33')	1	EA	\$ 18,500.00
TOTAL =				\$ 64,900.00

### Scope of Work

#### Item 1

This item includes mobilization, pothole of the existing 24" RCP at the point of connection, site cleanup, and demobilization.

#### Item 2

This item includes the installation of the first Inlet Structure. Includes connection to the existing 24" RCP Line and an 8' tall U-52 Crusty Box with non-traffic rated grate, steps, and side drain per detail D-14.

#### Item 3

This item includes the installation of the 12" PVC SDR-26 Pipe between the structures.

#### Item 4

This item includes the installation of the second Metered Inlet Structure. Includes an 3' tall U-52 Crusty Box with non-traffic rated grate.

#### Item 5

This item includes the installation of the 4" Thick 3,000 PSI Concrete Pad. The assumed dimensions of this pad are off the Tract No. 288 Drawing provided. It scales around 20' wide x 45' long. The detail for the Pad D-13, indicates that the concrete is 3,000 PSI concrete w/ polypropylene fiber reinforcing fibermesh 300 or equal.

### Clarifications

1. This proposal is valid for 30 days from date of this letter.
2. This proposal is based on standard 8-hour workdays. No overtime, weekend, or holiday work has been allowed.
3. This budget is based on the drawings TRACT No. 288 and details provided.
4. We reserve the right to revise this pricing based on Final Drawings, and Specifications.
5. This proposal excludes payment and performance bonds. If required, add **0.5%** to the price above.
6. Schedule of work is subject to an approved agreeable schedule between the Owner and W. M. Lyles Co.
7. This proposal is based on mutually agreeable contract terms and conditions.

Corporate Office: 525 W. Alluvial, Fresno, CA 93711 Telephone: (559) 441-1900

8. This proposal is based on standard 8 hour work days. No overtime, weekend, or holiday work has been allowed.
9. W. M. Lyles Co. is signatory to the following trades:
  - a. Laborers
  - b. Carpenters
  - c. Operating Engineers
  - d. Millwrights
  - e. Cement Masons
10. This proposal does not include any environmental/biological allowances in the event that special-status plants or species are discovered, or the actions that will be required if such event occurs.
11. This proposal is based on one (1) mobilization. Additional mobilizations will be invoiced on a T&M basis.

#### **Exclusions**

1. All third party testing and inspections including but not limited to:
  - a. Concrete sampling, cylinders, and testing
  - b. Compaction testing
  - c. Special inspections.
2. Liquidated damages and/or acceleration.
3. All permits and associated fees including but not limited to:
  - a. Storm water pollution prevention plan, permits, fees or implementation.
  - b. Dust control plan, permits, fees.
  - c. California Regional Water Quality Control Board permits, fees, discharge requirements.
  - d. Encroachment permits
4. Survey including, but not limited to:
  - a. Survey monument preservation/replacement.
  - b. Any Initial or final survey.
  - c. Control, layout, and staking.
5. Landscape, and irrigation.
6. Pipe and/or Equipment insulation.
7. Corrosion Protection
8. Shut downs, dewatering, or bypassing of systems.
9. Mitigation of Groundwater (if encountered).
10. Mitigation of Hazardous Materials (if encountered).
11. American Iron & Steel (AIS), Buy America, Buy American or any similar domestic material requirements.

#### **General Terms and Conditions**

1. This proposal includes costs for typical insurance policies: General Liability (\$2 million/\$4 million) and Automobile Liability (\$2 million) with additional insured as requested along with standard Worker's Compensation (\$1 million) coverage. Additional insurance coverage that is requested or any payment of deductibles may be at an additional cost.
2. By law, the duty to indemnify shall not extend to the acts of willful misconduct, active, or sole negligence, on the part of the Owner or anyone associated with him including design or engineering work submitted for our Scope.
3. If hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditions are encountered, we will cease all operations and the Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditions that are encountered shall be considered "extra work" under an approved Change Order.
4. Any authorized cost plus or force account work shall be completed under written direction per the agreed time and material section within the contractual documents or in absence, using our annual and most current labor and equipment rates along with our time and material calculation sheet.
5. In the absence of Dispute Resolution provisions in the contractual documents, any and all claims, controversies or disputes arising out of or relating to this agreement, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the on-site Project Managers and after with the Corporate Officer(s) and authorized representative of the Owner (parties), shall then be submitted to confidential mediation with written notice in accordance with the rules and procedures for mediation then in effect under either JAMS for Mediation or the Construction Industry Mediation Rules of the American Arbitration Association. Continuing claims, controversies or disputes thereafter shall be submitted to binding Arbitration as allowed by California Law.

6. In the absence of warranty provisions in the Contract Documents, Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects for a period of one (1) year from the date of W.M. Lyles Co.'s scope of work completion.
7. All contractual correspondence and payments shall be directed to our Corporate Office at: W. M. Lyles Co. P.O Box 28130, Fresno, CA 93729

Thank you for the opportunity in submitting this proposal.

W. M. Lyles Co.



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Scott Fults  
Sr. Estimator

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Register of the board, whose address is: Contractor's State License Board, 9835 Goethe Road, P.O. Box 26000, Sacramento, California 95826



# WESTBERRY CONST. INC.

2532 Badger Ave. Bakersfield, CA 93307

661-809-1593 cell

License # 541213

**Proposal submitted to:**

**Work to be performed at:**

Name: Jason Stacier  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: Root Creek  
Address: Groveland ave  
City: Madera  
State: ca  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Date:**  
11/9/2023

**Date of Plans:**  
6/30/2021

**Start of Workdate:**

Install new D-13 outlet structure per standard D-13 and plan sheet Dated 6-30-21  
\$63,250.00

Does not include surveying. Bonds or permits

addendas acknowledged  
**Will Westberry 661-809-1593**  
**DIR # 1000025814**

MATERIALS AND LABOR AS REQUIRED IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF: PAYMENT TO BE MADE AS FOLLOWS. 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 COST WILL BE EXECUCUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME A EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE. NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS.  
Bids from Civil plans only unless specified in advance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO COMPLETE THIS CONTRACT AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED TO THE LEFT.  
SIGNATURE OR COMPANY:  
Westberry Const. Inc.  
AUTHORIZED SIGNATURE:  
DATE OF ACCEPTANCE: