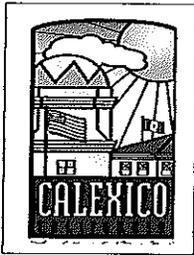


**AGENDA  
ITEM**

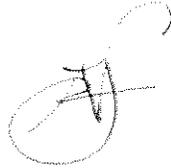
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# AGENDA STAFF REPORT

**DATE:** April 5, 2016

**TO:** Mayor and City Council

**APPROVED BY:** Nick Fenley, Interim City Manager 

**PREPARED BY:** Nick Fenley, Interim City Manager

**SUBJECT:** Award Request for Proposal from R.E. Schultz Construction in the amount of \$281,254.00 and Authorize Interim City Manager to Sign Services Agreement with R.E. Schultz Construction for Installation of Playground Equipment, Canopy and Safety Surfacing at Heber Park and Rockwood Plaza Park.

=====

## Recommendation:

It is recommended that the City Council approve the following:

1. Award Request for Proposal from R.E. Schultz Construction in the amount of \$281,254.00 for installation of playground equipment, canopy and safety surfacing at Heber Park and Rockwood Plaza Park.
2. Authorize Interim City Manager to sign Services Agreement with R.E. Schultz Construction for installation of playground equipment, canopy and safety surfacing at Heber Park and Rockwood Plaza Park.

## Background:

In May 2015, the City of Calexico was awarded a \$593,925.00 grant from the State of California Department of Housing and Community Development under Housing-Related Parks Program for the rehabilitation of Heber Park and Rockwood Plaza Park. The scope of work for said grant is the following:

### Heber Park

Replacement and installation of playground equipment, canopy, safety surfacing, trash receptacles, benches and automated irrigation system.

### Rockwood Park

Replacement and installation of playground equipment, canopy, safety surfacing, trash receptacles, benches and improvements to restroom facility.



**Discussion & Analysis:**

On March 3, 2016, the Public Works Department solicited proposals for the installation of playground equipment, canopy and safety surfacing at Heber Park and Rockwood Plaza Park. On March 23, 2016, the Office of the City Clerk received three (3) proposals (RFP) from the following firms:

Company	Heber Park	Rockwood Plaza Park	Total
Pacific Play Systems, Inc.		Non-Responsive	
Zasuta Contracting, Inc.		Non-Responsive	
R.E. Schultz Construction	\$126,430.00	\$154,824.00	\$281,254.00

After carefully reviewing all bid documentation from all three proposals, City staff has found that both Pacific Play Systems, Inc. and Zasuta Contracting, Inc. are non-responsive. For this reason, City staff is requesting City Council authorization to award the proposal and authorize the Interim City Manager to sign an agreement with R.E. Schultz Construction. Please note that the deadline to complete all parking improvements is June 30, 2016.

**Fiscal Impact:**

State Grant \$281,254.00.

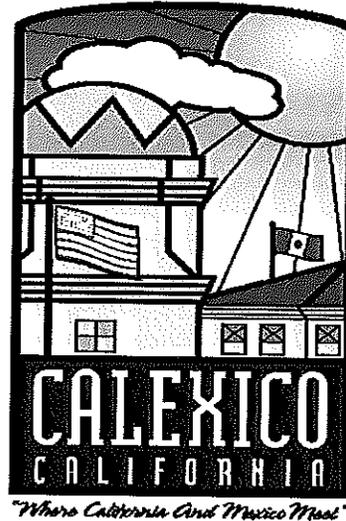
**Coordinated With:**

Public Works Department.

**Attachment:**

1. Request for Proposal for Installation of Playground Equipment, Canopy and Safety Surfacing.
2. Addendum No. 1.
3. R.E. Schultz Construction Proposal.
4. Services Agreement between the City of Calexico and R.E. Schultz Construction.

# CITY OF CALEXICO



**REQUEST FOR PROPOSALS  
PLAYGROUND EQUIPMENT, CANOPY & SAFETY  
SURFACING  
AT  
HEBER PARK AND ROCKWOOD PLAZA PARK**

Office of the City Manager  
608 Heber Avenue  
Calexico, CA 92231  
760/768-2110  
[www.calexico.ca.gov](http://www.calexico.ca.gov)

March 3, 2016

**REQUEST FOR PROPOSALS  
PLAYGROUND EQUIPMENT,  
CANOPY & SAFETY SURFACING AT  
HEBER PARK AND ROCKWOOD  
PLAZA PARK**

**I. NOTICE TO PROPOSERS**

The City of Calexico is soliciting proposals (hereafter called proposal) for Playground Equipment, Canopy & Safety Surfacing per the specifications stated elsewhere in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the vendor's name and address titled:

**PLAYGROUND EQUIPMENT, CANOPY & SAFETY SURFACING**

**City of Calexico Office  
of the City Clerk  
608 Heber Avenue  
Calexico, CA 92231**

Proposals will be received at the above address until 2:00 PM, March 23, 2016. Faxed or email proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Calexico will not be responsible for mail delivered from the post office. Offeror's must submit sealed proposals in the form of the executed Offer Form Sheet together with any material required by this RFP by the time and date specified.

Copies of the Request for Proposal can be obtained at the Office of the City Manager, City of Calexico, City Hall, 608 Heber Avenue, Calexico, California 92231 or by visiting the City of Calexico website at [www.calexico.ca.gov](http://www.calexico.ca.gov).

Selected firm will be required to obtain a City of Calexico Business License once proposal is awarded.

If you have any questions or require additional information, please do not hesitate to contact the Office of the City Manager at 760/768-2110.

Nick Fenley, Interim City Manager  
City of Calexico

## II. INSTRUCTIONS TO OFFEROR'S

### PLAYGROUND EQUIPMENT, CANOPY & SAFETY SURFACING

**1.0 GENERAL.** The following instructions by the City of Calexico are intended to afford Offeror's an equal opportunity to participate in the proposal process.

1.1 Before submitting an offer to this solicitation, Offeror's shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.

1.2 Offeror's shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (proposal) is submitted will be construed by the City of Calexico to indicate that the vendor agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents not withstanding existing material and labor markets' conditions.

1.3 Any explanation desired by a vendor regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to the Office of the City Manager, City Hall, 608 Heber Avenue, Calexico, CA 92231 with sufficient time allowed for a reply to reach Offeror's before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective vendor will be furnished to all prospective Offeror's as an amendment to the RFP if such information is necessary to Offeror's in submitting proposals or if the lack of such information would be prejudicial to uninformed Offeror's.

1.4 A functional area expert or a day-to-day contract administrator or manager for the City may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, and/or other City employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work. Amendments to solicitation documents will be made by the Office of the City Manager. Modifications to contracts/agreements will be made by the Office of the City Manager in accordance with the City of Calexico's guidance, policies, and/or procedures. If a vendor acts on the guidance of a City employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a City employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

**2.0 SPECIFICATIONS.** Offeror's are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the vendor's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

**3.0 INFORMATION REQUIRED.** Each vendor shall furnish the information required by the RFP documents. The vendor should sign the Offer Form and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.

**4.0 SUBMISSION OF PROPOSALS.** The vendor should propose his/her lowest and best price, F.O.B. destination, on each item. Proposals shall be submitted in an envelope marked on the outside with vendor's name and address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at the Office of the City Clerk on or before the published deadline date and time shown on the RFP. Proposals received after the published time and date cannot be considered and will be returned unopened. Faxed or emailed proposals will not be accepted. Proposals may be delivered in person or addressed to:

City of Calexico Office  
of the City Clerk  
608 Heber Avenue  
Calexico, CA 92231

4.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

4.2 Proposed price should be firm (fixed). If the vendor, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective.

4.3 Failure to manually sign the offer may disqualify it.

**5.0 DISCUSSIONS/NEGOTIATIONS.** Discussions/negotiations may be conducted with Offeror's who are deemed to be within the final competitive range; however, the City reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by City's Evaluation Committee and will include only those initial offers that the Evaluation Committee determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Offeror's will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

**6.0 BEST AND FINAL OFFERS.** If discussions/negotiations are conducted, Offeror's will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

**7.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS.** Proposals may be modified or withdrawn by written or telegraphic notice received by the City prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a vendor or his/her authorized representative prior to the opening date/time, provided the vendor's identity is made known and he or she signs a receipt for the proposal.

**8.0 QUESTIONS ABOUT THIS RFP.** Should a proposer wish to obtain clarification of any aspect of this RFP, the proposer may direct questions in writing via e-mail only (no phone or verbal questions will be accepted) to the following:

Lilliana Falomir, Project Coordinator  
[falomirl@calexico.ca.gov](mailto:falomirl@calexico.ca.gov)

Questions may only be submitted until March 17, 2016. Questions submitted prior to such deadline, and answers to those questions, will be distributed to all known participants and will thereafter be considered part of this RFP. Only questions submitted in writing or e-mail prior to the deadlines will be answered.

### III. GENERAL CONDITIONS

#### PLAYGROUND EQUIPMENT, CANOPY & SAFETY SURFACING

##### **1.0 SCOPE OF PROPOSAL.**

1.1 The City of Calexico is seeking an individual firm to provide and install playground equipment, canopy & safety surfacing at Heber Park and Rockwood Plaza Park. Offeror's are allowed to include subcontractors, if and when appropriate.

1.2 The City will award this RFP to a respondent, based upon the evaluation of all proposals received. More details are included in the Specifications section of this Request for Proposal.

1.3 This proposal should include the vendor's comprehensive assortment for playground equipment, canopy & safety surfacing as detailed in the Specifications Section of this solicitation document.

1.4 This RFP is in six (6) parts/sections: I. Notice to Offeror's; II. Instructions to Offeror's; III. General Conditions; IV. Responsibilities of Offeror's; V. Specifications; and VI. Offer Forms. These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.

**2.0 CONDITIONS OF PROPOSAL.** The conditions of the proposal consist of the following and in the event of conflicting provisions, the order of importance is:

- Specifications (Section V.)
- Responsibility of Offeror's (Section IV.)
- Instructions to Offeror's (Section II.)
- General Conditions (Section III.)
- Notice to Offeror's (Section I.)
- Offer Forms (Section VI.)

**3.0 PROPOSAL SUBMITTAL.** A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation.

**4.0 BRANDS AND MODELS.** Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

**5.0 EQUIVALENT OR APPROVED EQUAL.** Whenever a product is defined in any of the Conditions of the Proposal by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term "or other units considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

5.0 If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the proposal. Products being proposed as an equal to the items specified must be available for inspection/evaluation by the City. Samples, when requested, must be furnished within five (5) working days of the request at no cost to the City. If not destroyed during evaluation, samples may be returned to the vendor on request at vendor's expense.

5.1 Determination of equivalent or approved equal is at the sole discretion of the City.

5.2 If the vendor takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.

**6.0 SPECIFICATIONS.** The vendor shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.

**7.0 GENERAL EVALUATION.** The City will generally award contracts based upon the lowest, responsive, responsible offer, price and other factors considered. It is not the practice of the City to purchase on the basis of low price alone. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the City shall be based upon the actual quantities supplied. In determining the "lowest responsible" offer, the City may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with the City policies and goals.

7.1 The City may award a contract to the responsive, responsible vendor with the "Best Value to the City". If unable to award as a package, the City will evaluate proposals and may award alternate awards.

7.2 Extensions of unit prices shown will be subject to verification by the City. In case of variation between the unit price and the extension, the unit price shall prevail.

**8.0 EVALUATION.** In determining to whom to award a contract, the City considers the following criteria:

1. The purchase price;
2. The reputation of the vendor and of the vendor's goods or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet the City's need;
5. The vendor's past relationship with the City;
6. The impact on the ability of the City to comply with vendor exceptions to the RFP,
7. The total long-term cost to the City to acquire the vendor's goods or services
8. Any other relevant factor specially listed in the request for bid or proposals

**9.0 RESERVATION OF RIGHTS.** The City expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFP;
- (e) Consider and accept an alternate proposal as provided herein when most advantageous to the City;
- (f) The City has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (g) Procure any item or services by other means to meet time-sensitive requirements.

**10.0 ACCEPTANCE** Notification of award will be by a letter. A term agreement will follow.

**11.0 WARRANTY-PRICE.** The price to be paid shall be that contained in vendor's proposal which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, the City may cancel this RFP without liability to vendor for breach.

**13.0 TERMINATION.** The City shall have the right to terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

13.1 The City has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

**14.0 ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or any obligation delegated by vendor without the written permission of the City.

**15.0 INTERPRETATION.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

**16.0 INDEMNIFICATION AND HOLD HARMLESS:** Except as otherwise expressly provided, vendor shall defend, indemnify, and hold the City harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of vendor, its agents or employees in the performance of its obligations under this contract.

**17.0 RESPONSE FORMS:** Forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

**17.1 BID OFFER FORM** – This serves as a confirmation that your pricing was not submitted in collusion with any other vendor offering a quotation on this project. It further serves as an affidavit of accuracy as to the information supplied by you on remaining required forms.

**17.2 PROPOSAL/BID** -- Proposer shall submit separate cost proposals for each of the park.

**IV. RESPONSIBILITIES OF OFFEROR'S  
PLAYGROUND EQUIPMENT, CANOPY &  
SAFETY SURFACING**

- 1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the Vendor.
- 2.0 Vendor's are expected to provide prompt service that is due upon issuance of a contract including warranties and identified deliverables. Past performance of Offeror's may be a factor in awarding future contracts.
- 3.0 Vendor's are expected to deliver service(s) and/or product(s) per specifications.
- 4.0 The warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum warranty unless otherwise agreed to in writing.
- 5.0 Please return only the offer forms and affidavits unless exceptions to the proposal document itself are made. Proposals must be received by March 23, 2016 @ 2:00 PM. There will not be exceptions from the March 23, 2016, 2:00 PM deadline. Offeror's are encouraged to respond early to make sure proposal responses have reached the correct department. Proposals must reach the Office of the City Clerk Receptionist (who will mark with the date and time) to be considered "received."
- 6.0 Submit one (1) original and five (5) copies of your proposal. In addition, Offeror's must supply one soft copy (electronic) in either CD Rom or flash drive with your original copy of the proposal.
- 7.0 Proposal Schedule:

<b>Timeline</b>	
<b>Release RFP</b>	March 3, 2016
<b>Deadline to submit Questions</b>	March 17, 2016
<b>RFP Due</b>	March 23, 2016
<b>Award Contract</b>	April 5, 2016
<b>Kick-off Meeting</b>	TBD

## V.SPECIFICATIONS

### **Scope of Work:**

It is the intent of these specifications to describe the completed work to be performed under contract to furnish and install Playground Equipment, Canopy and Safety Surfacing at Heber Park and Rockwood Plaza Park in the City of Calexico. Unless otherwise provided, the contractor shall install all materials. Contractor shall furnish all supplies, tools, equipment and labor necessary for the completion of satisfactory work.

### Playground Equipment Design - General

The City of Calexico is inviting experienced playground equipment proponents to submit proposals for the furnishing and installation of Playground Equipment, Canopy and Safety Surfacing at Heber Park and Rockwood Plaza Park in the City of Calexico. Proponents should make their designs inviting to Calexico residents while appealing to the broadest demographic of playground/park users.

Accessibility and inclusivity are key aspects for consideration within this RFP.

"Fit" for appearance, design and color are also key aspects for consideration within this RFP.

### Playground Equipment Design - Specific

In developing a specific design for the playgrounds, proponents shall abide by the following conditions:

1. Site Design -- Heber Park is approximately 2.35 acres and Rockwood Plaza Park is approximately 2.56 acres. The playground equipment will be situated in a new wood-chipped play area. The square area of the new play area shall be approximately 2,500 ft<sup>2</sup>. AutoCAD drawings of the site design are not available. The shape of the playground area will be approximately square; but will take into consideration the preferred equipment's space needs.
2. Playground Safety Surfacing - The playground will have a safety surfacing of engineered wood chips. The engineered wood chip surfacing will have a compacted depth of 2 ft. and underlay of landscape cloth.
3. Playground Area - The supply and installation of the play surface is part of this RFP.
4. Playground Foundations -- Proponents are to specify the foundation type(s) for each play structure.
5. ADA, ASTM Standards and CPSC Guidelines - All playground equipment shall be supplied and installed in accordance with current ADA, ASTM standards and CPSC Guidelines.
6. Accessibility / Inclusivity -- Playground equipment that is accessible to the widest range of user abilities is a target. Playground equipment that fosters inclusive play among the widest range of abilities is a target. Access to play components for users of varying levels of ability is a target.
7. Users - The playground equipment shall be designed for the combined user groups of 2 to 5 year olds and 5 to 12 year olds.
8. Play Features - The playground equipment design shall include at a minimum the following:
  - a. Utilizing the existing swing set, adapt one bay for the installation of an accessible swing.
  - b. One (1) climber.
  - c. One (1) or more accessible ground level play feature(s).
  - d. The City of Calexico will consider other equipment that meets the general criteria based on the proponent's expertise and knowledge of playground equipment.
9. Vandalism - The playground equipment shall be very durable and provide minimal opportunity for vandalism. All fasteners

shall be vandal resistant.

10. Color Selection - The color of the playground equipment shall be selected by the City from the manufacturer's standard color palette.
11. Maintenance Kit - A maintenance kit shall be provided to the City. The maintenance kit shall be a storage case equipped with hand tools necessary to undertake routine maintenance. The maintenance kit will also include an assortment of spare hardware / fasteners, equipment inventory, maintenance manual, required specialty tools and touch-up paint.
12. Certified Playground Safety Inspector - All public agencies operating playgrounds and all other entities operating playgrounds open to the public shall have a playground safety inspector, certified by the National Playground Safety Institute, conduct an initial inspection for the purpose of aiding compliance with the requirements set forth.

Canopy – Specific

1. Canopy material and design shall mimic the existing canopy system. Any difference between the existing and new structure shall be identified within the proposal.
2. All proposals shall provide a draft proposal drawing of the installation.

**Time Schedule:**

Work is to begin (5) five days after Notice to Proceed has been issued. The contract may be awarded based on best time frame required to complete the work.

**Guarantee:**

Installations shall be guaranteed for a period of one year from date of acceptance by the City. Any materials found to be defective during this period of guarantee shall be fully corrected to full satisfaction of the City within 30 days of notification to the Contractor. Ordinary wear and defects due to improper use are accepted.

**Completion Date:**

The successful bidder shall commence the work described herein on or about April 1, 2016 and shall have completed the work no later than June 15, 2016.

**Final Completion:**

Upon completion of the work and before acceptance and final payment is made, the Contractor shall notify the City for inspection. The Contractor shall leave the work site in a neat and presentable condition. The contractor shall remove all trash from the City's property on a daily basis.

**THESE PAGES MUST BE RETURNED WITH THE RFP**

## CITY OF CALEXICO

### TERMS AND CONDITIONS OF AGREEMENT

#### SHORT FORM, PROPOSAL, OR JOB ORDER CONTRACT

##### 1.1 General

These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or Contract, if any, resulting from the Contract Documents for the Work. When the purchase order is issued the text of the Agreement and Conditions of Agreement shall govern the performance of the work required.

The City will issue an Agreement for signature and return by the Vendor. Until received by the Vendor, signed by the Owner, and a purchase order issued and received by the Vendor, the Agreement is not in effect and has not been accepted.

##### 1.2 Purchase Order and Rejection of Offer

At any time prior to the Vendor's receipt of a Purchase Order for this Work, the City, at its sole option and without cause, reject the offer described in this Agreement by delivering to the Vendor a written notice stating so. Such notice shall be signed by the Office of the City Manager's, and shall be effective on receipt by the Vendor.

If a valid Purchase Order is not issued by the City within 120 (one hundred twenty) calendar days of the Effective Date, the Agreement is agreed by the Vendor and the City to be a rejected offer.

The rejection of the offer described in this Agreement, either in writing, or by the City not issuing or failing to issue a valid Purchase Order, shall cause no obligation or duty to the City save return of bid security, if any, if rejection is without cause.

This Article does not pertain to rejection for cause by the City, or for the Vendor's failure to provide required bonds or insurance, or other Disqualification of Offeror's or Rejection of Proposals described in the Instructions to Offeror's.

A valid Purchase Order is a condition precedent for the obligation of the City to the terms of the Agreement.

##### 1.3 Definitions

Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

**Contract Documents** shall mean the documents that form the Contract between the City and the Vendor. The Contract Documents consist of the Agreement, Conditions of the Contract (this General Terms and Conditions, and any Additional or Special Conditions issued for this Agreement), Purchase Order, Specifications, Pricing and Delivery Schedule, Execution of Offer, Questionnaires or Statements of Qualification, and Submittals, Project Manual, and Drawings, all items listed in the Agreement, and all Addenda and Amendments issued prior to and after the execution of the Contract.

**City** shall mean the City of Calexico, or Owner.

**Respondent** shall mean the individual, partnership, corporation, or other entity responding to a Request for Proposal or Advertisement for Proposals.

**Vendor** shall mean the individual, partnership, corporation, or other entity awarded a Contract for construction or construction services under the Contract Documents, in accordance with the terms, conditions, and requirements herein.

**Project** shall mean the complete undertaking by Vendor to provide the goods and/or services contemplated by the Contract, sometimes called the "Work".

**1.4 Entire Agreement**

The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between the City and the Vendor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

**1.5 Time of Performance**

Time is of the essence in the rendering of services hereunder. Vendor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the City and Vendor during the term of this Contract.

**A. Work Hours**

All work required hereunder shall be performed during standard business hours, 7:30 a.m. to 4:30 p.m. local time, Monday through Friday, excluding City observed holidays, or as otherwise permitted.

**1.6 Default**

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the Contract with the City, the City may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Vendor fails to remedy such failure or default within the ten (10) day period, the City shall have the right to cancel the Contract.

Without limiting the foregoing, the following shall constitute a material breach by the Vendor, upon the occurrence of which the Vendor shall immediately notify the City; the Vendor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by the City shall not limit any other right or remedy available to the City at law or in equity.

**1.7 Termination For Owner's Convenience**

- A. The Contract may be terminated, without penalty, by the City without cause by giving thirty (30) days' written notice of such termination to the Vendor.
- B. In no event shall such termination by the City as provided for under this Section give rise to any liability on the part of the City including, but not limited to, any claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. City's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

**1.8 Payment**

- A. Prior to ten (10) days before the end of each calendar month during the term of this Agreement, Vendor shall

submit to the City an application for payment covering the services performed to that date, which application shall be accompanied by lien waivers and other forms, statements, invoices, and payroll reports that City may reasonably require to support the amount requested and to be submitted. The City will, within thirty (30) days from the date it receives such application and supporting documentation for payment, approve or disapprove the amount reflected in such application and if the City approves such amount or any portion of such amount, it shall promptly pay to Vendor the amount so approved, provided Vendor is not in breach of or in default under this Agreement. If the City disapproves any amount requested by Vendor, the City shall give Vendor specific reasons for its disapproval in writing.

The Payment Application must contain an affidavit by the Vendor that the work has been covered by the Payment Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the Vendor for work which previous Payment Applications were issued and payment received from the Owner. The Payment Application must be notarized.

- B. Payment to the Vendor shall be equal to ninety-five percent (95%) of the amount due. The remaining portion shall be kept as retainage until thirty days after final completion of the work and submission of all affidavits, consents of surety, release of lien, and any bonds or warranties required by the Contract Documents or state law.
- C. The cumulative amounts of monthly progress payments as set forth in this Article ("Progress Payment") shall not exceed the amount of Vendor's total price, previously approved and accepted by the City, for the goods or services hereunder.
- D. Ten (10) days after final completion of the goods or services and acceptance thereof by the City or as soon thereafter as possible, Vendor shall submit a final request for payment ("Final Request") which shall set forth all amounts due and remaining unpaid to Vendor and upon approval thereof by the City, the City shall pay to Vendor the amount due ("Final Payment") under such Final Request, after acceptance of the work by the City Council, submittal of the final closeout documents, including consent of surety, warranties, bonds, release of liens, affidavit of payment of debts and claims, and completion of the punch list of any minor items outstanding.
- E. Any provision hereof to the contrary notwithstanding, the City shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Vendor hereunder if any one or more of the following conditions precedent exist:
  - 1. Vendor is in breach or default;
  - 2. Any part of such payment is attributable to goods or services which are not performed in accordance with this Contract, provided, however, such payment shall be made as to the part thereof attributable to goods and services which are performed in accordance with this Contract, or the resultant purchase order or agreement;
  - 3. Vendor has failed to make payments promptly to its consultants, sub Offeror's, suppliers, or other third parties used in connection with the goods or services for which the City has made payment to Vendor; or
  - 4. If the City, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the goods or services in accordance with this Contract, no additional payments will be due Vendor hereunder unless and until Vendor, at its sole cost, performs a sufficient portion of the goods and services so that such portion of the compensation then remaining unpaid is determined by the City to be sufficient to so complete the goods and services.
- F. No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the goods or services to which such partial payment relates or relieve Vendor of any of its obligations hereunder with respect thereto.

- G. Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of its obligations pursuant to this Contract.
- H. The acceptance of Final Payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and identified by the Vendor as unsettled at the time of the Final Request for payment.
- I. The City shall have the right to verify the details set forth in Vendor's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Vendor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Vendor's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.

Invoices must reference the City's purchase order number and must agree in every detail with the Contract.

## **1.9 Contract Amendments**

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the Office of the City Manager for prior review and approval.

## **1.10 Independent Vendor Status**

Vendor recognizes that it is engaged as an independent Vendor and acknowledges that the City will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the City by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the City, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Vendor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

## **1.11 Compliance with Laws**

Compliance with Laws and Regulations: No proposal for work will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Chapter 9 of Division III, of the Business and Professions Code of the State of California, as amended. The Contractor awarded the contract shall also submit the Contractor's Certification of Qualifications for License Classification contained in these contract documents along with the submission of the executed contract and acceptable sureties. All bids submitted and all contracts awarded hereunder must be submitted, filed, made and executed in accordance with all applicable laws of the State of California and of the United States of America which relate to bids and contracts of the nature referred to herein, whether such laws are expressly referred to herein or not.

MINIMUM WAGES: Pursuant to Federal Decision AG 3295 and in accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City Council of the City of Calexico has adopted the latest publication of the General Prevailing Wage Rates entitled, "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates."

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**1.12 Right to Audit**

At any time during the term of this Contract and for a period of four (4) years thereafter the City or a duly authorized audit representative of the City, or the State of California, at its expense and at reasonable times, reserves the right to audit Vendor's records and books relevant to all services provided under this Contract. In the event such an audit by the City reveals any errors/overpayments by the City, Vendor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Vendor.

**1.13 Access to Documents**

To the extent applicable to this procurement, in accordance with applicable Public Law, Vendor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Vendor and its sub Offeror's or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, other governmental investigative agency, or their duly authorized representative(s), legally authorized to investigate alleged fraud, overcharge, or other diversion of funds from a City receiving Federal and State public funds.

**1.14 Title and Risk of Loss**

For goods to be provided by Vendor hereunder, if any, the title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point or points of delivery.

**1.15 Acceptance of Products and Services**

All products furnished and all services performed under this Contract shall be to the satisfaction of the City and in accordance with the specifications, terms, and conditions of the Contract. The City reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

**1.16 Insurance**

The successful proposer will be required, at all times during the continuation of the Contract and the performance of the Work, maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be insurers acceptable to the City of Calexico and with minimum limits as hereinafter set forth. Before commencement of the Work, the Contractor shall furnish to the City of Calexico certificates of insurance or other evidence satisfactory to the City of Calexico to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of Insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
	\$500,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person
	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence

### 1.17 Indemnification

- A. To the fullest extent permitted by applicable law, the Vendor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the City, and hold harmless the City and its affiliated enterprises, representatives of the City, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Vendor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.
- B. Vendor shall protect and indemnify the City from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Vendor, or by the City at the direction of Vendor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the City shall promptly notify Vendor and Vendor shall be given full opportunity to negotiate a settlement. Vendor does not warrant against infringement by reason of the City's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the City agrees to cooperate reasonably with Vendor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.
- C. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

### 1.18 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Vendor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the City.

### 1.19 Non-Disclosure

Vendor and the City acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Vendor or the City, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

### 1.20 Notices

Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail,

return receipt requested, postage pre-paid, addressed as follows:

- If to Vendor, to the Vendor's last known mailing address.
- If to the City: **Office of the City Manager  
608 Heber Avenue  
Calexico, CA 92231**

#### 1.21 **Contract Warranty and Guarantee**

Warranty: Except as otherwise specified, the Vendor warrants and guarantees all Work against defects in materials, equipment or workmanship as per specifications from the date of final completion of the entire project or designated portions thereof.

Correction of Defects: Upon receipt of written notice from the Owner of the discovery of any defects, the Vendor shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period. If the Vendor, after notice, fails to proceed promptly and remedy such defects within 30 days or within any other period of time which has been agreed to in writing, or to comply with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Vendor shall be liable for all expenses incurred.

**END OF GENERAL TERMS AND CONDITIONS**

**CITY OF CALEXICO  
CONSTRUCTION PROCEDURES**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Provide construction and facilities necessary to complete the work as described in the Contract Documents and Project Manual, as specified herein and in attached specification sections, and as needed for a complete and proper installation.
- B. Work is as specified at existing City's facilities, as described in the specifications and descriptions.
- C. These items apply to all work of all Sections.
- D. Vendor shall furnish :
  - 1. All permits, licenses, inspections, tools, equipment, vehicles, supervision, and incidental materials not listed in unit pricing, communications, and labor needed to complete the work within the necessary time frame.
  - 2. Trash removal and daily cleanup;
  - 3. Tool and materials security;
  - 4. All record keeping as required to show before condition of work, progress of work, and final completion of work, including photography of each of these phases.
- E. Work Not Mentioned:
  - 1. Requirements herein are intended to outline the service and materials required to perform these services. It shall be understood that it is not the intention to mention herein each and every minor item required in the performance of the services hereunder.
  - 2. The Vendor represents to have the necessary knowledge, abilities, skills and resources to completely perform said services by responding with a proposal or bid.
- F. Required Personnel Skill:
  - 1. All work must be performed by Offeror's that can maintain the technical level of work required and shown in their samples.
- G. Related Work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to; General Conditions, Supplementary General and Special Conditions, and sections in Division 1 of the Project Manual.

**1.2 SUBMITTALS**

- A. Product Data: Submit the following:
  - 1. Materials list of items proposed to be used or provided.
  - 2. Manufacturers' specifications and other data needed to prove compliance with the specified requirements.
- B. Manuals:
  - 1. Upon completion of the work, deliver to the City's Project Manager two copies of an operation and maintenance manual, containing:
    - a. One copy of the job progress manual.
    - b. Instructions on maintaining and operating any installed materials, finishes, or equipment.

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who a completely familiar with the specified requirements and the methods needed for proper and timely performance of the work required.
- B. Codes and Regulations:
  - 1. In addition to complying with the specified requirements, comply with the pertinent regulations of governmental agencies having jurisdiction.
  - 2. In the event of conflict between or among specified requirements and pertinent regulations, the more stringent requirements will govern when so directed by the City's Project Manager.

- C. Quality Control:
  1. All work and material will be of good quality and in total compliance with local and regional governmental authorities having jurisdiction, and the City of Calexico Design Standards and guidelines, as amended.
  2. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.
- D. Building Interior Air Quality:
  1. Vendor shall take all necessary measures to prevent fumes, dust, or other construction-related materials from interfering with the use of the building by the Owner.
  2. Offeror's shall consider the installation of temporary partitions, screening, temporary FIRE ALARM equipment, and any other necessary measure to accomplish this without additional cost to the Owner.

**1.4 PRODUCT HANDLING**

- A. Dispose of all materials, including used water and supplies in accordance with all EPA and other governmental requirements.

**1.5 CONSTRUCTION SAFETY:**

- A. Vendor is solely responsible for all worker safety when the project is underway.
- B. Vendor shall comply with these items:
  1. OSHA 1926 Health and Safety Standard:
    - a. The job foreman and other designated individuals shall be thoroughly familiar and follow the guidance and instructions contained in the latest edition of OSHA 1926 Health and Safety Standard for operations and material handling requirements for operations and material handling requirements.
    - b. Regulations of the Secretary of Labor: Provisions of 40 USC 333, as implemented, 36 F.R. 7339-7410 applies to this project and shall be complied with.
- C. Local Authority:
  1. Comply with all construction safety requirements of local authorities having jurisdiction, including, but not limited to; trenching operations, designated safety trained individuals, and construction engineering design required.
- D. Control of Site:
  1. The Vendor and his Foreman shall exercise all due caution to exclude the building occupants and the public from the work area and especially from contact with hazardous equipment.
- E. Protective Clothing and Equipment:
  1. Workmen are to wear protective clothing and equipment as recommended by the manufacturer of materials used. Including, but not limited to, safety vests and hard hats.

**1.6 FIRE PROTECTION:**

- A. Responsibility:
  1. Vendor is responsible for and shall take stringent precautions against fire.
  2. Vendor shall provide all equipment and materials he feels is necessary to protect the Owner's property and the Work.
- B. Compliance and Training:
  1. Fully comply with requirements of City, Insurance, and Fire Department authorities.
  2. The job foreman shall be fully trained in the use of the extinguishers and their placement on the site:
- C. Numbers and Locations of Extinguishers, Minimum:
  1. Sufficient operable extinguisher, with proper agent, shall be maintained on the work site at all times. Provide at least; one approved fire extinguisher of a minimum 20 - B:C classification within 30 ft. of each area where flammable materials are being applied or mixed, at other work areas requested by local fire officials or insurance recommendations.

**1.7 SMOKING POLICY**

- A. Smoking is prohibited in all buildings and City of Calexico property.

## **PART 2 - PRODUCTS**

### **2.1 APPROVALS**

- A. Submit equipment and materials proposed for approval by the City's Project Manager.
- B. New materials will follow City of Calexico Design Standards and guidelines, as amended, and the specifications in the Project Manual.

### **2.2 SOURCES**

- A. All sources require prior approval to use for pricing or bidding.
- B. 'Or Equal' Systems:
  - 1. 'Or equal' systems may be submitted before the proposal deadline, but no systems will be approved after proposals are received.
  - 2. Delays in submitting equal systems for review may cause a proposal to be rejected without further consideration.
  - 3. Any systems approved as equal will be published in an addendum.
  - 4. No systems will be approved without submitting current, commercially available MSDS sheets, EPA approvals, and other product and manufacturer's data as listed in Section 01340.
  - 5. Vendor must certify that the Vendor will be responsible for all cost increases or accelerations required by the substitution, if approved.

### **2.3 JOB PROGRESS MANUAL**

- A. Existing Condition:
  - 1. Provide a detailed before condition report for all areas prior to beginning work.
  - 2. Provide a detailed before condition of all equipment and furnishings that are to be removed, relocated, or stored.
  - 3. Document any other relevant information to determining pre-existing conditions that may influence the final acceptance of the work.
- B. Work Progress:
  - 1. Provide a work progress report, of where work was performed.
  - 2. Include products utilized on specific areas and include colors.
- C. EPA Lead Requirements
  - 1. This project is not intended as a lead abatement, however, if required, show conformance with EPA lead controls as required by EPA and other authorities having jurisdiction.

## **PART 3 - EXECUTION**

### **3.1 SURFACE CONDITIONS**

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work.
- B. Do not proceed until unsatisfactory conditions are corrected.

### **3.2 COORDINATION**

- A. Coordinate with other trades to assure proper and adequate provision in the work of those trades necessary for the work of this Section.

### **3.3 THE JOB PROCESS**

- A. Verify Existing Conditions:
  - 1. All areas must be walked to determine conditions of existing surfaces to remain, for example, floors, carpet, and walls.
  - 2. All areas to have furniture moved must have condition of furniture documented.
- B. Establish Moving Schedule
  - 1. Any relocation or storage of City's furniture, fixtures, or equipment must be submitted and reviewed by

- the City.
    - 2. Storage areas and the Vendor's security for these areas must be detailed in this submittal.
  - C. Establish Inspection, Acceptance, and Protection Procedures.
    - 1. Submit for review the proposed inspection procedures, and when inspections will be required.
    - 2. Procedures for protecting areas not to receive new finishes or materials or repairs will be detailed for review.
    - 3. Acceptance procedures will be agreed to by the Owner before starting work.
  - D. NOTICE TO OFFEROR'S:
    - 1. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal and the entering into a contract is an agreement with all of the items and conditions referred to herein.
- 3.4 **BUILDING OCCUPANCY**
  - A. The Vendor shall maintain all discipline and controls necessary to avoid interrupting or disturbing the educational process at the building.
- 3.5 **PERFORMANCE OF WORK**
  - A. See Specifications.
- 3.6 **PERSONNEL**
  - A. Personnel:
    - 1. The Vendor is responsible to ensure all its employees, personnel or representatives entering onto City facilities abide by these provisions.
    - 2. No subcontract or third party personnel may perform services hereunder, except with the express prior written authorization of the City.
    - 3. In the event the Vendor's personnel have an accident at the work site the Vendor is required to submit, investigate and file an accident report.
  - B. Removal:
    - 1. Owner reserves the right to request the removal of any Vendor's personnel for good cause.
  - C. The City Telephone Usage:
    - 1. If service is available at an existing building, local calls shall be paid for by the City, however this use of City equipment may be revoked at the sole discretion of the City.
    - 2. Any long distance calls shall be paid for by the Vendor.
  - D. Water
    - 1. Water necessary for the work shall be provided from existing building supply, if available. However this use of City water may be revoked at the sole discretion of the City.
    - 2. Any additional disposal fees or supply fees assessed by the local utility shall be paid for by the Vendor.
  - E. Power, FIRE ALARM
    - 1. If available, reasonable electricity, power, lighting, and air conditioning necessary for the work shall be provided by the City.
    - 2. The Vendor shall enforce good work practices not to incur excessive charges.
    - 3. The Vendor will provide at all times a schedule building, and shall work within these times and agree to turn off and otherwise reduce utility use when not needed for work.
    - 4. Should the City believe the use is excessive, this use of the City power and FIRE ALARM may be revoked at the sole discretion of the City.
    - 5. Should services not be available and are required for the project, the Vendor shall provide and furnish these as required at the Vendor's expense.
  - F. Project Supervision:
    - 1. Successful Offeror's shall appoint, by name, a company representative who will be the Project Supervisor.

2. The Project Supervisor will be responsible for but not limited to:
    - a. servicing all purchases covered by the contract resulting from the award of this proposal;
    - b. correct pricing, backorder control, invoice procedures, shipping;
    - c. manpower, supervision, reporting man-hours and materials cost, expediting, troubleshooting; in general to provide that the account will be maintained in a condition which will expedite ordering, deliveries, and allow the City to promptly pay all invoices due;
    - d. to see that all work is handled in a professional manner and to see that the proper size crew is scheduled and the work is completed properly.
  3. The Project Supervisor should attend the pre-proposal meeting.
- G. Safety Program and Instruction:
1. The Vendor must show it has a working safety program in effect.
  2. The City will require the Project Supervisor and the foreman to be schooled in the City's safety procedures and codes.
- H. Uniforms and Identification:
1. Vendor shall provide all employees with distinct, neat, and clean uniforms.
  2. The Vendor's employees shall be required to wear their uniforms while at City facilities.
  3. The Vendor shall ensure that employees wear safe and neat appearing footwear and safety belts while working at City's facilities.
  4. All Vendor Personnel will be required to wear identification badges at all times while on premises.
  5. All vehicles used by the Vendor to perform this contract must be clearly marked as belonging to the Vendor.
  6. Safety vests, hard hats, and safety glasses must be worn when appropriate along with ID badge at all times.
- I. Equipment
1. The Vendor's equipment must be clean and free of dirt and grease.
- J. Parking:
1. The Vendor will be responsible to work in only the assigned work areas and only park in the designated areas. When working in a secured area previous authorization must be obtained.
- K. Work Process:
1. Vendor shall diligently perform the work in accordance with good industry practices and in a workmanlike manner.
  2. The Vendor shall use such methods, supervision, to insure satisfactory quality of work conforming to the provisions of this contract.
  3. Vendor will be responsible for repair or replacement of any items damaged or ruined because of negligence.
  4. Vendor shall have the right to access only building public areas and those areas necessary to complete the scope of work of this agreement.
- L. Performance:
1. The Vendor agrees that no payment made under this agreement, shall be evidence of the performance of this agreements either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.
- M. Training:
1. Vendor will be expected to keep trained and proficient personnel at the job site and will ensure skill levels are kept at or above the state of the art standards for performing all aspects of this contract.

### 3.7 CLEANING AND PROTECTING

- A. Protect all finish installations, including equipment, from unauthorized use, prior to acceptance.
- B. Clean to final polished condition immediately prior to final acceptance.

- C. Repair all finishes and accessories damaged until accepted by Owner.

**END OF CONSTRUCTION PROCEDURES**

# **REQUIRED DOCUMENTATION AND SUBMITTALS**

Offer Form

VI. OFFER FORM

PLAYGROUND EQUIPMENT,  
CANOPY & SAFETY SURFACING

To: City of Calexico

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offeror's, General Conditions, Notice to Offeror's, Contract Specifications, Responsibilities of Offeror's, and Offer Forms, do hereby agree to enter into a contract with the City of Calexico by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other vendor or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/Offeror's in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any City of Calexico employee, City Council, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Office of the City Manager personnel; or in any discussions or actions between offer/Offeror's and any City of Calexico employee, City Council, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

\_\_\_\_\_ An individual proprietorship

\_\_\_\_\_ A partnership

\_\_\_\_\_ A corporation chartered under the laws of the State of \_\_\_\_\_, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

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

Name of Firm: \_\_\_\_\_

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

Firm's Address: \_\_\_\_\_

Street Address

Name: \_\_\_\_\_

Please Print

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Please Print

Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

ENVELOPES SHOULD BE PLAINLY MARKED:  
PLAYGROUND EQUIPMENT, CANOPY &  
SAFETY SURFACING

**THIS PAGE MUST BE RETURNED WITH THE RFP**

**SERVICES AGREEMENT  
BETWEEN  
THE CITY OF CALEXICO AND**

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This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the CITY OF CALEXICO, a municipal corporation and general law city ("CITY") and \_\_\_\_[name]\_\_\_\_, a \_\_\_\_[type of organization]\_\_\_\_ ("COMPANY").

**1. CONSIDERATION.**

- A. As partial consideration, COMPANY agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, COMPANY and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay COMPANY a sum not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) for COMPANY's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

**2. SCOPE OF SERVICES.**

- A. COMPANY will perform services listed in the attached Exhibit "B," which is incorporated by reference.
- B. COMPANY will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of COMPANY by this Agreement.

- 3. PERFORMANCE STANDARDS.** While performing this Agreement, COMPANY will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor COMPANY's services. CITY will notify COMPANY of any deficiencies and COMPANY will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by COMPANY.

- 4. PAYMENTS.** For CITY to pay COMPANY as specified by this Agreement, COMPANY must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

- 5. NON-APPROPRIATION OF FUNDS.** Payments due and payable to COMPANY for current services are within the current budget and within an available, unexhausted and unencumbered appropriation

of the CITY. In the event the CITY has not appropriated sufficient funds for payment of COMPANY services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

**6. ADDITIONAL WORK.**

- A. CITY's City Manager ("Manager") may determine, at the Manager's sole discretion, that COMPANY must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to COMPANY to perform such Additional Work.
- B. If COMPANY believes Additional Work is needed to complete the Scope of Work, COMPANY will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$50,000 for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

**7. FAMILIARITY WITH WORK.**

- A. By executing this Agreement, COMPANY agrees that it has:
    - i. Carefully investigated and considered the scope of services to be performed;
    - ii. Carefully considered how the services should be performed; and
    - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
  - B. If services involve work upon any site, COMPANY agrees that COMPANY has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should COMPANY discover any latent or unknown conditions that may materially affect the performance of the services, COMPANY will immediately inform CITY of such fact and will not proceed except at COMPANY's own risk until written instructions are received from CITY.
8. TERM. The term of this Agreement will be from \_\_\_\_\_, to \_\_\_\_\_. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:
- A. Completion of the work specified in Exhibit "A";
  - B. Termination as stated in Section 16.

**9. TIME FOR PERFORMANCE.**

- A. COMPANY will not perform any work under this Agreement until:
  - i. COMPANY furnishes proof of insurance as required under Section 23 of this Agreement; and

- ii. CITY gives COMPANY a written notice to proceed.
  - B. Should COMPANY begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at COMPANY's own risk.
- 10. **TIME EXTENSIONS.** Should COMPANY be delayed by causes beyond COMPANY's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, COMPANY must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.
- 11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:
  - A. Exhibit A: Scope of Work;
  - B. Exhibit B: Budget; and
  - C. Exhibit C: Proposal for Services.
- 12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by COMPANY and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 13. **TAXPAYER IDENTIFICATION NUMBER.** COMPANY will provide CITY with a Taxpayer Identification Number.
- 14. **PERMITS AND LICENSES.** COMPANY, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by COMPANY under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from COMPANY's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
- 16. **TERMINATION.**
  - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
  - B. COMPANY may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

- C. Upon receiving a termination notice, COMPANY will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by COMPANY after receiving a termination notice will be performed at COMPANY's own cost; CITY will not be obligated to compensate COMPANY for such work.
  - D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by COMPANY will, at CITY's option, become CITY's property, and COMPANY will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
  - E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
  - F. By executing this document, COMPANY waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.
17. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by COMPANY under this Agreement are CITY's property. COMPANY may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of COMPANY's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.
18. **PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by COMPANY to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.
19. **INDEMNIFICATION.**
- A. COMPANY agrees to the following:
    - i. Indemnification for Professional Services. COMPANY will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by COMPANY or any of COMPANY's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
    - ii. Indemnification for other Damages. COMPANY indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be

brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, COMPANY will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
  - C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
  - D. The requirements as to the types and limits of insurance coverage to be maintained by COMPANY as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by COMPANY pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
20. **ASSIGNABILITY.** This Agreement is for COMPANY's professional services. COMPANY's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
21. **INDEPENDENT CONTRACTOR.** CITY and COMPANY agree that COMPANY will act as an independent contractor and will have control of all work and the manner in which is it performed. COMPANY will be free to contract for similar service to be performed for other employers while under contract with CITY. COMPANY is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct COMPANY as to the details of doing the work or to exercise a measure of control over the work means that COMPANY will follow the direction of the CITY as to end results of the work only.
22. **AUDIT OF RECORDS.** COMPANY will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. COMPANY will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.
23. **INSURANCE.**
- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, COMPANY will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	\$1,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement
  - B. Commercial general liability insurance will meet or exceed the requirements of the most

recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," COMPANY will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover COMPANY for all claims made by CITY arising out of any errors or omissions of COMPANY, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. COMPANY will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should COMPANY, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at COMPANY's expense and deduct the cost of such insurance from payments due to COMPANY under this Agreement or terminate pursuant to Section 16.

- 24. **USE OF SUBCONTRACTORS.** COMPANY must obtain CITY's prior written approval to use any COMPANYs while performing any portion of this Agreement. Such approval must approve of the proposed COMPANY and the terms of compensation.
- 25. **INCIDENTAL TASKS.** COMPANY will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.
- 26. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to COMPANY:

Attention:                     

If to CITY:

City of Calexico  
608 Heber Avenue  
Calexico, CA 92231  
Attention: Interim City Manager

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. **CONFLICT OF INTEREST.** COMPANY will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.
28. **SOLICITATION.** COMPANY maintains and warrants that it has not employed nor retained any company or person, other than COMPANY's bona fide employee, to solicit or secure this Agreement. Further, COMPANY warrants that it has not paid nor has it agreed to pay any company or person, other than COMPANY's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should COMPANY breach or violate this warranty, CITY may rescind this Agreement without liability.
29. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of COMPANY and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of COMPANY's or CITY's obligations under this Agreement.
30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.
31. **COMPLIANCE WITH LAW.** COMPANY agrees to comply with all federal, state, and local laws applicable to this Agreement.
32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are three (3) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.
33. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
35. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.
36. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as

an original signature.

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.
40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, COMPANY represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. COMPANY represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private COMPANYS, and experience in dealing with public agencies all suggest that COMPANY is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF CALEXICO

COMPANY

\_\_\_\_\_  
Nick Fenley,  
Interim City Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Gabriela Garcia,  
Deputy City Clerk

Taxpayer ID No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos Campos,  
Interim City Attorney



# CITY OF CALEXICO

608 Heber Ave.  
Calexico, CA 92231-2840  
Tel: 760.768.2110  
Fax: 760.357.3831  
www.calexico.ca.gov  
e-mail: [falomir@calexico.ca.gov](mailto:falomir@calexico.ca.gov)

## OFFICE OF THE CITY MANAGER

### REQUEST FOR PROPOSALS PLAYGROUND EQUIPMENT, CANOPY & SAFETY SURFACING AT HEBER PARK AND ROCKWOOD PLAZA PARK Addendum No. 1 March 18, 2016

This Addendum forms a part of the Request for Proposals (RFP) for the above identified projects and modifies the original specifications as noted below. Portions of the contract not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

#### RESPONSES TO QUESTIONS

1. Is there an Engineers Estimate?

There is no engineers estimate at this time.

2. Is there a specific Vendor/Brand identified?

There is no specific vendor/brand identified.

3. Will the city base Award-of-Contract on "Best Value" or "Apparent-Low-Bidder"?

The City will award contract to the most responsive bid.

4. RFP identifies 24" Engineered Wood Fiber (EWF) Is this a "typo" as 12" depth + 35% compaction factor is Industry Standard.

The City will use industry standards.

5. Are drainage provisions required for EWF / play areas?

Yes, drainage provisions are required.

6. Is an access ramp into EWF required to meet ADA access?

Yes, access ramps are required to meet ADA standards.

*Viva Calexico!*

7. Is a separate 2-5 preschool age & 5-12 school age play equipment required for both Heber and Rockwood Plaza Park?

Yes, separate 2-5 preschool age and & 5-12 school age play equipment are required for both Heber and Rockwood Plaza Park.

8. Alternatively, is a combined 2-12 age play equipment required for both Heber and Rockwood Plaza Park?

No combined play equipment.

9. Do existing shade canopy frames at both Heber and Rockwood Plaza Park remain?

Heber Park does have existing canopy frame. New canopy frame need to be installed at Rockwood Plaza Park.

10. Is it the intent of the City to add new fabric to existing shade canopy frames at both Heber and Rockwood Plaza Parks?

It is the City's intent to install new fabric to existing shade canopy frames.

11. Is it the intent of the City to remove in their entirety existing shade canopy frames at both Heber and Rockwood Plaza Parks and install new?

It is the City's intent to install a new one at Rockwood Plaza for the new equipment, and leave the existing one at Heber Park.

12. Can a copy of City of Calexico Design Standards and Guidelines be made available?

Copy of the City of Calexico Design Standards and Guidelines are not available at this time.

13. The RFP states the start date will be on or about April 1<sup>st</sup>. On the schedule it states the award date will be April 5<sup>th</sup> and 5 days after the notice to proceed is issued. What is the start date?

The notice to proceed will be issued upon review and approval of City Council. Estimated award date is April 5<sup>th</sup> 2016.

14. Is demo and site prep to be included in the bid?

Demo and site prep need to be included in the bid.

15. Are they looking for play structures or freestanding equipment?

The City is looking for play structures.

16. Does the canopy have to be DAS engineered?

Yes, canopy do have to be DAS engineered.

17. Are building permits required?

Building permit will be required for any work that requires footing.

This Addendum was sent via fax. Please acknowledge receipt of this Addendum by signing and returning a faxed copy to 760/357-3831 or via email at [falomir1@calexico.ca.gov](mailto:falomir1@calexico.ca.gov). Also include a copy of the Addendum in your proposal package.

Sincerely,



Lilliana Falomir  
Project Coordinator

#### ACCEPTANCE OF ADDENDUM

Receipt of the above-mentioned ADDENDUM No. 1, is hereby acknowledged by:

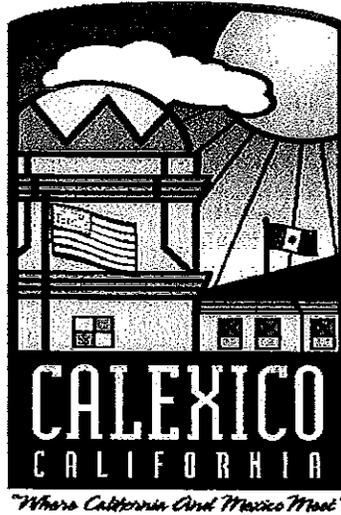
\_\_\_\_\_  
Company Name

This the \_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_

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

# CITY OF CALEXICO



**REQUEST FOR PROPOSALS  
PLAYGROUND EQUIPMENT, CANOPY & SAFETY  
SURFACING  
AT  
HEBER PARK AND ROCKWOOD PLAZA PARK**

Office of the City Manager  
608 Heber Avenue  
Calexico, CA 92231  
760/768-2110  
[www.calexico.ca.gov](http://www.calexico.ca.gov)

**COPY**

March 3, 2016

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10. CONTRACTOR QUALIFICATIONS

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## V. SPECIFICATIONS

### **Scope of Work:**

It is the intent of these specifications to describe the completed work to be performed under contract to furnish and install Playground Equipment, Canopy and Safety Surfacing at Heber Park and Rockwood Plaza Park in the City of Calexico. Unless otherwise provided, the contractor shall install all materials. Contractor shall furnish all supplies, tools, equipment and labor necessary for the completion of satisfactory work.

### Playground Equipment Design - General

The City of Calexico is inviting experienced playground equipment proponents to submit proposals for the furnishing and installation of Playground Equipment, Canopy and Safety Surfacing at Heber Park and Rockwood Plaza Park in the City of Calexico. Proponents should make their designs inviting to Calexico residents while appealing to the broadest demographic of playground/park users.

Accessibility and inclusivity are key aspects for consideration within this RFP.

"Fit" for appearance, design and color are also key aspects for consideration within this RFP.

### Playground Equipment Design - Specific

In developing a specific design for the playgrounds, proponents shall abide by the following conditions:

1. Site Design – Heber Park is approximately 2.35 acres and Rockwood Plaza Park is approximately 2.56 acres. The playground equipment will be situated in a new wood-chipped play area. The square area of the new play area shall be approximately 2,500 ft<sup>2</sup>. AutoCAD drawings of the site design are not available. The shape of the playground area will be approximately square; but will take into consideration the preferred equipment's space needs.
2. Playground Safety Surfacing - The playground will have a safety surfacing of engineered wood chips. The engineered wood chip surfacing will have a compacted depth of 2 ft. and underlay of landscape cloth.
3. Playground Area - The supply and installation of the play surface is part of this RFP.
4. Playground Foundations – Proponents are to specify the foundation type(s) for each play structure.
5. ADA, ASTM Standards and CPSC Guidelines - All playground equipment shall be supplied and installed in accordance with current ADA, ASTM standards and CPSC Guidelines.
6. Accessibility / Inclusivity – Playground equipment that is accessible to the widest range of user abilities is a target. Playground equipment that fosters inclusive play among the widest range of abilities is a target. Access to play components for users of varying levels of ability is a target.
7. Users - The playground equipment shall be designed for the combined user groups of 2 to 5 year olds and 5 to 12 year olds.
8. Play Features - The playground equipment design shall include at a minimum the following:
  - a. Utilizing the existing swing set, adapt one bay for the installation of an accessible swing.
  - b. One (1) climber.
  - c. One (1) or more accessible ground level play feature(s).
  - d. The City of Calexico will consider other equipment that meets the general criteria based on the proponent's expertise and knowledge of playground equipment.
9. Vandalism - The playground equipment shall be very durable and provide minimal opportunity for vandalism. All fasteners

shall be vandal resistant.

10. Color Selection - The color of the playground equipment shall be selected by the City from the manufacturer's standard color palette.
11. Maintenance Kit - A maintenance kit shall be provided to the City. The maintenance kit shall be a storage case equipped with hand tools necessary to undertake routine maintenance. The maintenance kit will also include an assortment of spare hardware / fasteners, equipment inventory, maintenance manual, required specialty tools and touch-up paint.
12. Certified Playground Safety Inspector - All public agencies operating playgrounds and all other entities operating playgrounds open to the public shall have a playground safety inspector, certified by the National Playground Safety Institute, conduct an initial inspection for the purpose of aiding compliance with the requirements set forth.

**Canopy – Specific**

1. Canopy material and design shall mimic the existing canopy system. Any difference between the existing and new structure shall be identified within the proposal.
2. All proposals shall provide a draft proposal drawing of the installation.

**Time Schedule:**

Work is to begin (5) five days after Notice to Proceed has been issued. The contract may be awarded based on best time frame required to complete the work.

**Guarantee:**

Installations shall be guaranteed for a period of one year from date of acceptance by the City. Any materials found to be defective during this period of guarantee shall be fully corrected to full satisfaction of the City within 30 days of notification to the Contractor. Ordinary wear and defects due to improper use are accepted.

**Completion Date:**

The successful bidder shall commence the work described herein on or about April 1, 2016 and shall have completed the work no later than June 15, 2016.

**Final Completion:**

Upon completion of the work and before acceptance and final payment is made, the Contractor shall notify the City for inspection. The Contractor shall leave the work site in a neat and presentable condition. The contractor shall remove all trash from the City's property on a daily basis.

**THESE PAGES MUST BE RETURNED WITH THE RFP**

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**IV. RESPONSIBILITIES OF OFFEROR'S  
PLAYGROUND EQUIPMENT, CANOPY &  
SAFETY SURFACING**

**1.0** The responsibility for compliance with this solicitation and the subsequent contract shall be with the Vendor.

**2.0** Vendor's are expected to provide prompt service that is due upon issuance of a contract including warranties and identified deliverables. Past performance of Offeror's may be a factor in awarding future contracts.

**3.0** Vendor's are expected to deliver service(s) and/or product(s) per specifications.

**4.0** The warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum warranty unless otherwise agreed to in writing.

**5.0** Please return only the offer forms and affidavits unless exceptions to the proposal document itself are made. Proposals must be received by March 23, 2016 @ 2:00 PM. There will not be exceptions from the March 23, 2016, 2:00 PM deadline. Offeror's are encouraged to respond early to make sure proposal responses have reached the correct department. Proposals must reach the Office of the City Clerk Receptionist (who will mark with the date and time) to be considered "received."

**6.0** Submit one (1) original and five (5) copies of your proposal. In addition, Offeror's must supply one soft copy (electronic) in either CD Rom or flash drive with your original copy of the proposal.

**7.0** Proposal Schedule:

Timeline	
Release RFP	March 3, 2016
Deadline to submit Questions	March 17, 2016
RFP Due	March 23, 2016
Award Contract	April 5, 2016
Kick-off Meeting	TBD

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## II. INSTRUCTIONS TO OFFEROR'S

### PLAYGROUND EQUIPMENT, CANOPY & SAFETY SURFACING

**1.0 GENERAL.** The following instructions by the City of Calexico are intended to afford Offeror's an equal opportunity to participate in the proposal process.

1.1 Before submitting an offer to this solicitation, Offeror's shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.

1.2 Offeror's shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (proposal) is submitted will be construed by the City of Calexico to indicate that the vendor agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation desired by a vendor regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to the Office of the City Manager, City Hall, 608 Heber Avenue, Calexico, CA 92231 with sufficient time allowed for a reply to reach Offeror's before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective vendor will be furnished to all prospective Offeror's as an amendment to the RFP if such information is necessary to Offeror's in submitting proposals or if the lack of such information would be prejudicial to uninformed Offeror's.

1.4 A functional area expert or a day-to-day contract administrator or manager for the City may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, and/or other City employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work. Amendments to solicitation documents will be made by the Office of the City Manager. Modifications to contracts/agreements will be made by the Office of the City Manager in accordance with the City of Calexico's guidance, policies, and/or procedures. If a vendor acts on the guidance of a City employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a City employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

**2.0 SPECIFICATIONS.** Offeror's are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the vendor's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

**3.0 INFORMATION REQUIRED.** Each vendor shall furnish the information required by the RFP documents. The vendor should sign the Offer Form and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.

**4.0 SUBMISSION OF PROPOSALS.** The vendor should propose his/her lowest and best price, F.O.B. destination, on each item. Proposals shall be submitted in an envelope marked on the outside with vendor's name and address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at the Office of the City Clerk on or before the published deadline date and time shown on the RFP. Proposals received after the published time and date cannot be considered and will be returned unopened. Faxed or emailed proposals will not be accepted. Proposals may be delivered in person or addressed to:

City of Calexico Office  
of the City Clerk  
608 Heber Avenue  
Calexico, CA 92231

4.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

4.2 Proposed price should be firm (fixed). If the vendor, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective.

4.3 Failure to manually sign the offer may disqualify it.

**5.0 DISCUSSIONS/NEGOTIATIONS.** Discussions/negotiations may be conducted with Offeror's who are deemed to be within the final competitive range; however, the City reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by City's Evaluation Committee and will include only those initial offers that the Evaluation Committee determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Offeror's will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

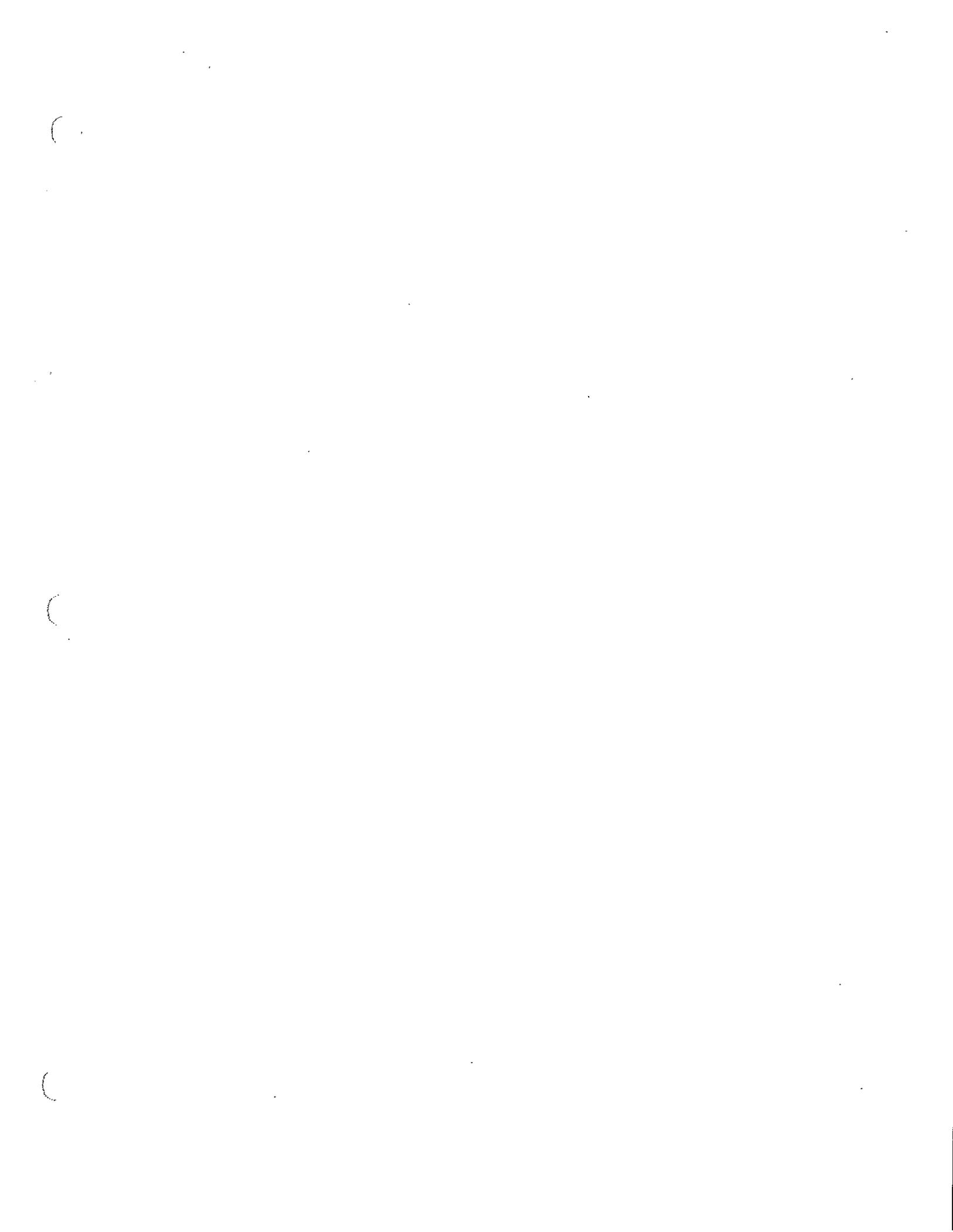
**6.0 BEST AND FINAL OFFERS.** If discussions/negotiations are conducted, Offeror's will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

**7.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS.** Proposals may be modified or withdrawn by written or telegraphic notice received by the City prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a vendor or his/her authorized representative prior to the opening date/time, provided the vendor's identity is made known and he or she signs a receipt for the proposal.

**8.0 QUESTIONS ABOUT THIS RFP.** Should a proposer wish to obtain clarification of any aspect of this RFP, the proposer may direct questions in writing via e-mail only (no phone or verbal questions will be accepted) to the following:

Lilliana Falomir, Project Coordinator  
[falomirl@calexico.ca.gov](mailto:falomirl@calexico.ca.gov)

Questions may only be submitted until March 17, 2016. Questions submitted prior to such deadline, and answers to those questions, will be distributed to all known participants and will thereafter be considered part of this RFP. Only questions submitted in writing or e-mail prior to the deadlines will be answered.



### III. GENERAL CONDITIONS

#### PLAYGROUND EQUIPMENT, CANOPY & SAFETY SURFACING

##### 1.0 SCOPE OF PROPOSAL.

1.1 The City of Calexico is seeking an individual firm to provide and install playground equipment, canopy & safety surfacing at Heber Park and Rockwood Plaza Park. Offeror's are allowed to include subcontractors, if and when appropriate.

1.2 The City will award this RFP to a respondent, based upon the evaluation of all proposals received. More details are included in the Specifications section of this Request for Proposal.

1.3 This proposal should include the vendor's comprehensive assortment for playground equipment, canopy & safety surfacing as detailed in the Specifications Section of this solicitation document.

1.4 This RFP is in six (6) parts/sections: I. Notice to Offeror's; II. Instructions to Offeror's; III. General Conditions; IV. Responsibilities of Offeror's; V. Specifications; and VI. Offer Forms. These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.

2.0 CONDITIONS OF PROPOSAL. The conditions of the proposal consist of the following and in the event of conflicting provisions, the order of importance is:

- Specifications (Section V.)
- Responsibility of Offeror's (Section IV.)
- Instructions to Offeror's (Section II.)
- General Conditions (Section III.)
- Notice to Offeror's (Section I.)
- Offer Forms (Section VI.)

3.0 PROPOSAL SUBMITTAL. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation.

4.0 BRANDS AND MODELS. Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

5.0 EQUIVALENT OR APPROVED EQUAL. Whenever a product is defined in any of the Conditions of the Proposal by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term "or other units considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

5.0 If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the proposal. Products being proposed as an equal to the items specified must be available for inspection/evaluation by the City. Samples, when requested, must be furnished within five (5) working days of the request at no cost to the City. If not destroyed during evaluation, samples may be returned to the vendor on request at vendor's expense.

5.1 Determination of equivalent or approved equal is at the sole discretion of the City.

5.2 If the vendor takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.

**6.0 SPECIFICATIONS.** The vendor shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.

**7.0 GENERAL EVALUATION.** The City will generally award contracts based upon the lowest, responsive, responsible offer, price and other factors considered. It is not the practice of the City to purchase on the basis of low price alone. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the City shall be based upon the actual quantities supplied. In determining the "lowest responsible" offer, the City may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with the City policies and goals.

7.1 The City may award a contract to the responsive, responsible vendor with the "Best Value to the City". If unable to award as a package, the City will evaluate proposals and may award alternate awards.

7.2 Extensions of unit prices shown will be subject to verification by the City. In case of variation between the unit price and the extension, the unit price shall prevail.

**8.0 EVALUATION.** In determining to whom to award a contract, the City considers the following criteria:

1. The purchase price;
2. The reputation of the vendor and of the vendor's goods or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet the City's need;
5. The vendor's past relationship with the City;
6. The impact on the ability of the City to comply with vendor exceptions to the RFP;
7. The total long-term cost to the City to acquire the vendor's goods or services;
8. Any other relevant factor specially listed in the request for bid or proposals.

**9.0 RESERVATION OF RIGHTS.** The City expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFP;
- (e) Consider and accept an alternate proposal as provided herein when most advantageous to the City;
- (f) The City has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (g) Procure any item or services by other means to meet time-sensitive requirements.

**10.0 ACCEPTANCE** Notification of award will be by a letter. A term agreement will follow.

**11.0 WARRANTY-PRICE.** The price to be paid shall be that contained in vendor's proposal which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, the City may cancel this RFP without liability to vendor for breach.

**13.0 TERMINATION.** The City shall have the right to terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

13.1 The City has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

**14.0 ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or any obligation delegated by vendor without the written permission of the City.

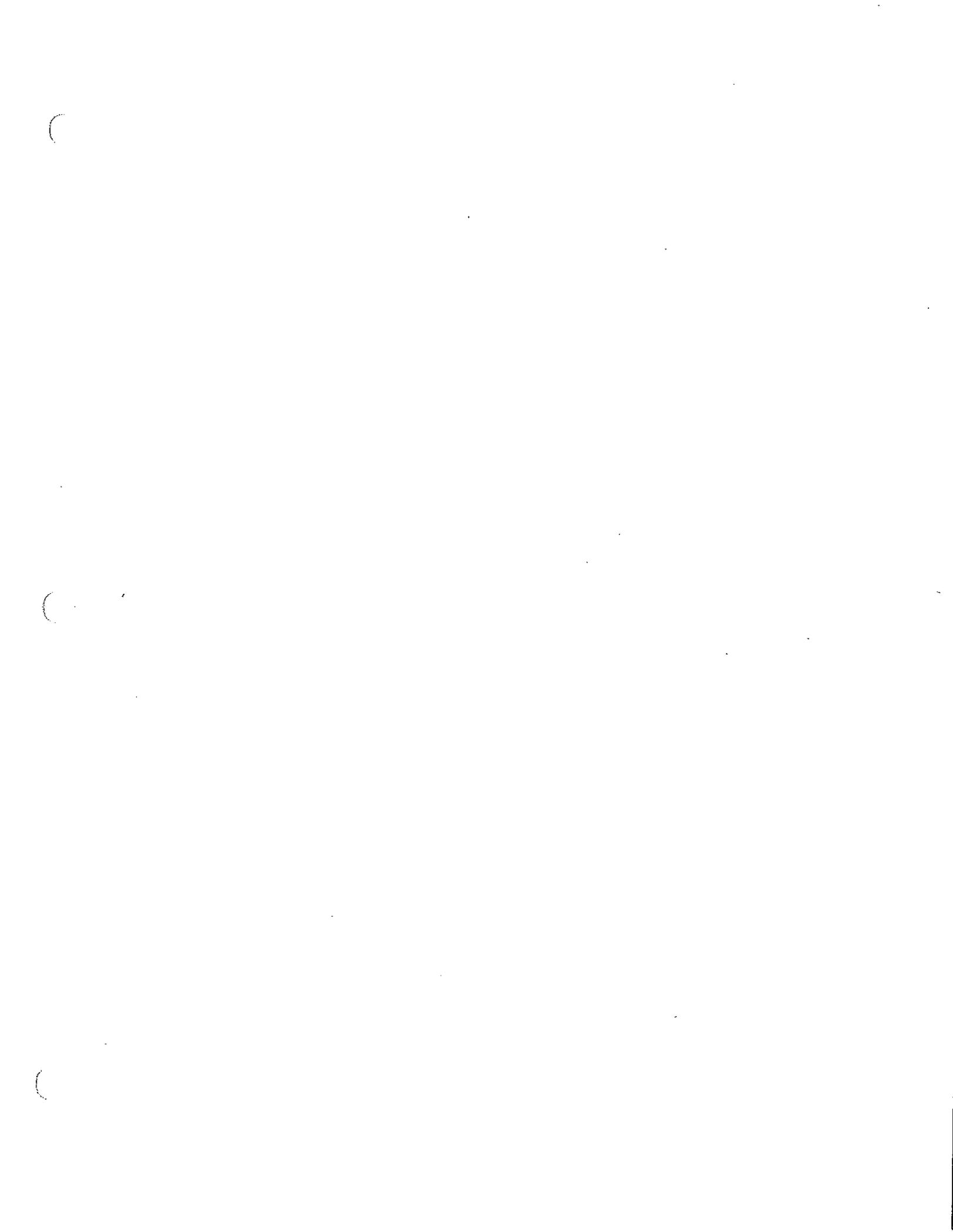
**15.0 INTERPRETATION.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

**16.0 INDEMNIFICATION AND HOLD HARMLESS:** Except as otherwise expressly provided, vendor shall defend, indemnify, and hold the City harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of vendor, its agents or employees in the performance of its obligations under this contract.

**17.0 RESPONSE FORMS:** Forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

**17.1 BID OFFER FORM** – This serves as a confirmation that your pricing was not submitted in collusion with any other vendor offering a quotation on this project. It further serves as an affidavit of accuracy as to the information supplied by you on remaining required forms.

**17.2 PROPOSAL/BID** – Proposer shall submit separate cost proposals for each of the park.



**REQUEST FOR PROPOSALS  
PLAYGROUND EQUIPMENT,  
CANOPY & SAFETY SURFACING AT  
HEBER PARK AND ROCKWOOD  
PLAZA PARK**

**I. NOTICE TO PROPOSERS**

The City of Calexico is soliciting proposals (hereafter called proposal) for Playground Equipment, Canopy & Safety Surfacing per the specifications stated elsewhere in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the vendor's name and address filled:

**PLAYGROUND EQUIPMENT, CANOPY & SAFETY SURFACING**

**City of Calexico Office  
of the City Clerk  
608 Heber Avenue  
Calexico, CA 92231**

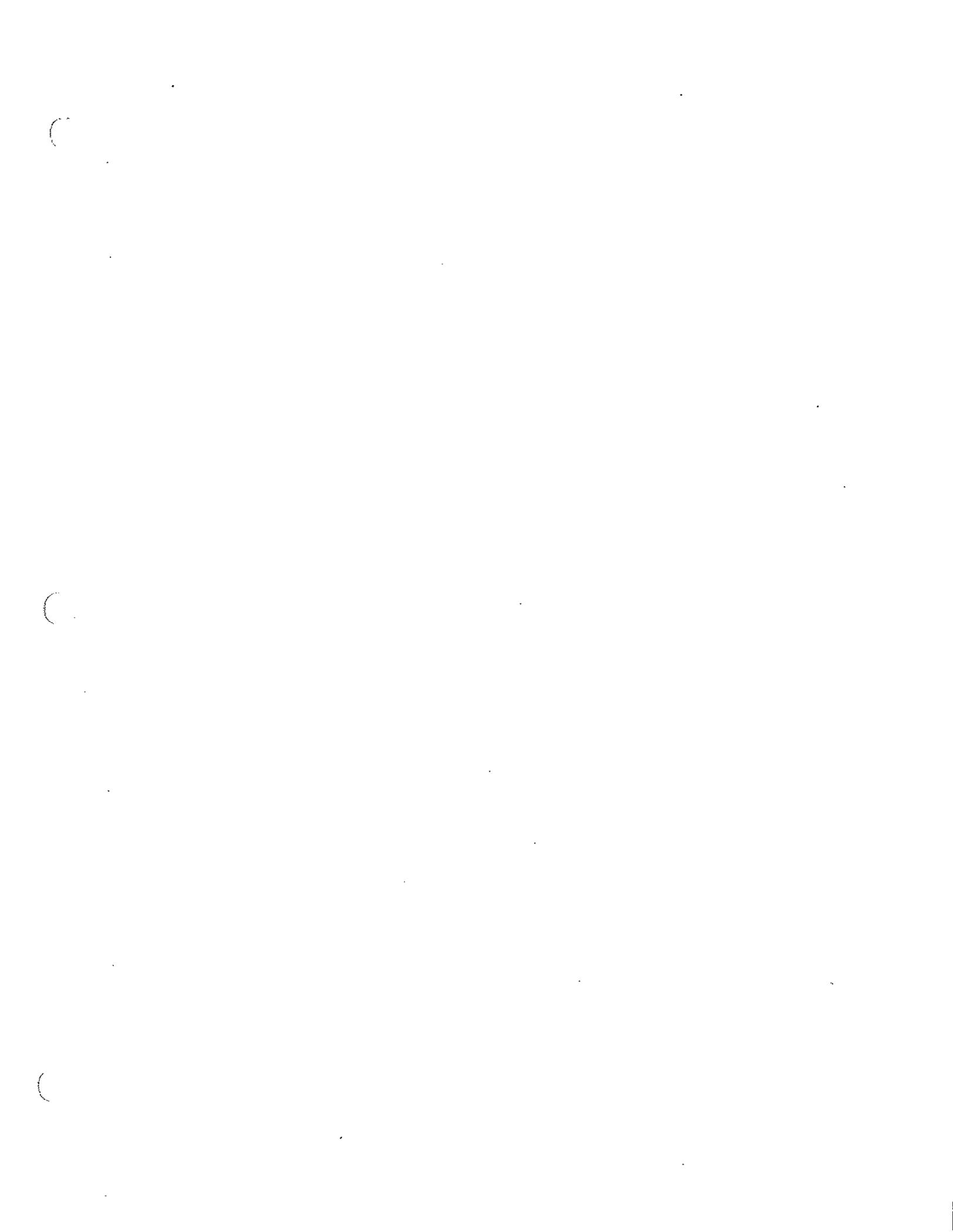
Proposals will be received at the above address until 2:00 PM, March 23, 2016. Faxed or email proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Calexico will not be responsible for mail delivered from the post office. Offeror's must submit sealed proposals in the form of the executed Offer Form Sheet together with any material required by this RFP by the time and date specified.

Copies of the Request for Proposal can be obtained at the Office of the City Manager, City of Calexico, City Hall, 608 Heber Avenue, Calexico, California 92231 or by visiting the City of Calexico website at [www.calexico.ca.gov](http://www.calexico.ca.gov).

Selected firm will be required to obtain a City of Calexico Business License once proposal is awarded.

If you have any questions or require additional information, please do not hesitate to contact the Office of the City Manager at 760/768-2110.

Nick Fenley, Interim City Manager  
City of Calexico



# **REQUIRED DOCUMENTATION AND SUBMITTALS**

Offer Form

VI. OFFER FORM

PLAYGROUND EQUIPMENT,  
CANOPY & SAFETY SURFACING

To: City of Calexico

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offeror's, General Conditions, Notice to Offeror's, Contract Specifications, Responsibilities of Offeror's, and Offer Forms, do hereby agree to enter into a contract with the City of Calexico by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other vendor or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offeror's in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any City of Calexico employee, City Council, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Office of the City Manager personnel; or in any discussions or actions between offer/offeror's and any City of Calexico employee, City Council, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

An individual proprietorship  A partnership

A corporation chartered under the laws of the State of \_\_\_\_\_, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: 2/22/16

Name of Firm: R.E. SCHULTZ Construction

Signature: [Handwritten Signature]

Firm's Address: P.O. Box 10  
Street Address

Name: Richard Schultz  
Please Print

Imperial, CA 92670  
City State Zip

Title: owner  
Please Print

Phone #: (714) 649-2027

E-mail: ricks@reschultzconstruction.com Fax #: (714) 740-5049

chelsea@reschultzconstruction.com

ENVELOPES SHOULD BE PLAINLY MARKED:  
PLAYGROUND EQUIPMENT, CANOPY &  
SAFETY SURFACING

THIS PAGE MUST BE RETURNED WITH THE RFP

# R.E. Schultz Construction, Inc.

PO Box 6  
Silverado CA 92676  
(714) 649-2627 / Fax (714) 740-5049

# Proposal

No. 1057

## PROPOSAL SUBMITTED TO:

City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

## Date

3/22/2016

## Job Name

Calexico Parks

## Job #

## Job Address

Heber Park  
Rockwood Plaza Park

## WE SUBMIT A PROPOSAL FOR THE FOLLOWING:

	Qty	Amount
Heber Park 2-5 & 5-12		126,430.00
Rockwood Plaza Park 2-5 & 5-12		154,824.00

**Total** \$281,254.00

EXCLUSIONS: (UNLESS NOTED ABOVE) PERMITS, FEES, TESTING OF ANY KIND, BONDS, DAMAGE TO AND/OR REPAIRS OF LANDSCAPE, SPRINKLERS OR UNMARKED & UNEXPOSED UNDERGROUND UTILITIES, STORAGE, TEMP FENCING OR OTHER ITEMS NOT SPECIFICALLY MENTIONED IN SCOPE OF WORK.

AUTHORIZED BY: \_\_\_\_\_

R.E. SCHULTZ

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

P.O. Box 6 / Silverado CA 92676  
(714) 649-2627 / (714) 740-5049 Fax



Bid Bond No. 11-327-123

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS. That we,

R E Schultz Construction

of 2914 E Katella #102 Orange, CA 92867

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Fairfield, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Calexico

of 608 Heber Ave, Calexico, CA 92231

(hereinafter called the Obligee) in the penal sum of

ten percent of the amount bid not to exceed a penal sum forty thousand Dollars \$ 40,000.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated March 23, 2016 for

Playground equipment, canopy & safety surfacing  
Heber Park & Rockwood Plaza Park

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: March 23, 2016

R E Schultz Construction

(Principal)

By: RE Schultz

The Ohio Casualty Insurance Company

By: Blake A Pfister

Blake A Pfister,

(Attorney-in-Fact)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

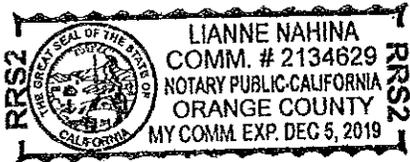
On March 21, 2016 before me, Lianne Nahina, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Blake A. Pfister  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Lianne Nahina*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond 11-327-123 Document Date: March 23, 2016  
Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Blake A. Pfister  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7209395

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

Attached to 11-327-123

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake A. Pfister

all of the city of DANA POINT, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of December, 2015



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of March, 20 16



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CITY OF CALEXICO

608 Heber Ave.  
Calexico, CA 92231-2840  
Tel: 760.768.2110  
Fax: 760.357.3831  
www.calexico.ca.gov  
e-mail: falomiri@calexico.ca.gov

## OFFICE OF THE CITY MANAGER

### REQUEST FOR PROPOSALS PLAYGROUND EQUIPMENT, CANOPY & SAFETY SURFACING AT HEBER PARK AND ROCKWOOD PLAZA PARK Addendum No. 1 March 18, 2016

This Addendum forms a part of the Request for Proposals (RFP) for the above identified projects and modifies the original specifications as noted below. Portions of the contract not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

#### RESPONSES TO QUESTIONS

1. Is there an Engineers Estimate?

There is no engineers estimate at this time.

2. Is there a specific Vendor/Brand identified?

There is no specific vendor/brand identified.

3. Will the city base Award-of-Contract on "Best Value" or "Apparent-Low-Bidder"?

The City will award contract to the most responsive bid.

4. RFP identifies 24" Engineered Wood Fiber (EWF) Is this a "typo" as 12" depth + 35% compaction factor is Industry Standard.

The City will use industry standards.

5. Are drainage provisions required for EWF / play areas?

Yes, drainage provisions are required.

6. Is an access ramp into EWF required to meet ADA access?

Yes, access ramps are required to meet ADA standards.

*Viva Calexico!*

7. Is a separate 2-5 preschool age & 5-12 school age play equipment required for both Heber and Rockwood Plaza Park?

Yes, separate 2-5 preschool age and & 5-12 school age play equipment are required for both Heber and Rockwood Plaza Park.

8. Alternatively, is a combined 2-12 age play equipment required for both Heber and Rockwood Plaza Park?

No combined play equipment.

9. Do existing shade canopy frames at both Heber and Rockwood Plaza Park remain?

Heber Park does have existing canopy frame. New canopy frame need to be installed at Rockwood Plaza Park.

10. Is it the intent of the City to add new fabric to existing shade canopy frames at both Heber and Rockwood Plaza Parks?

It is the City's intent to install new fabric to existing shade canopy frames.

11. Is it the intent of the City to remove in their entirety existing shade canopy frames at both Heber and Rockwood Plaza Parks and install new?

It is the City's intent to install a new one at Rockwood Plaza for the new equipment, and leave the existing one at Heber Park.

12. Can a copy of City of Calexico Design Standards and Guidelines be made available?

Copy of the City of Calexico Design Standards and Guidelines are not available at this time.

13. The RFP states the start date will be on or about April 1<sup>st</sup>. On the schedule it states the award date will be April 5<sup>th</sup> and 5 days after the notice to proceed is issued. What is the start date?

The notice to proceed will be issued upon review and approval of City Council. Estimated award date is April 5<sup>th</sup> 2016.

14. Is demo and site prep to be included in the bid?

Demo and site prep need to be included in the bid.

15. Are they looking for play structures or freestanding equipment?

The City is looking for play structures.

16. Does the canopy have to be DAS engineered?

Yes, canopy do have to be DAS engineered.

17. Are building permits required?

Building permit will be required for any work that requires footing.

This Addendum was sent via fax. Please acknowledge receipt of this Addendum by signing and returning a faxed copy to 760/357-3831 or via email at falomir1@calexico.ca.gov. Also include a copy of the Addendum in your proposal package.

Sincerely,



Lilliana Falomir  
Project Coordinator

#### ACCEPTANCE OF ADDENDUM

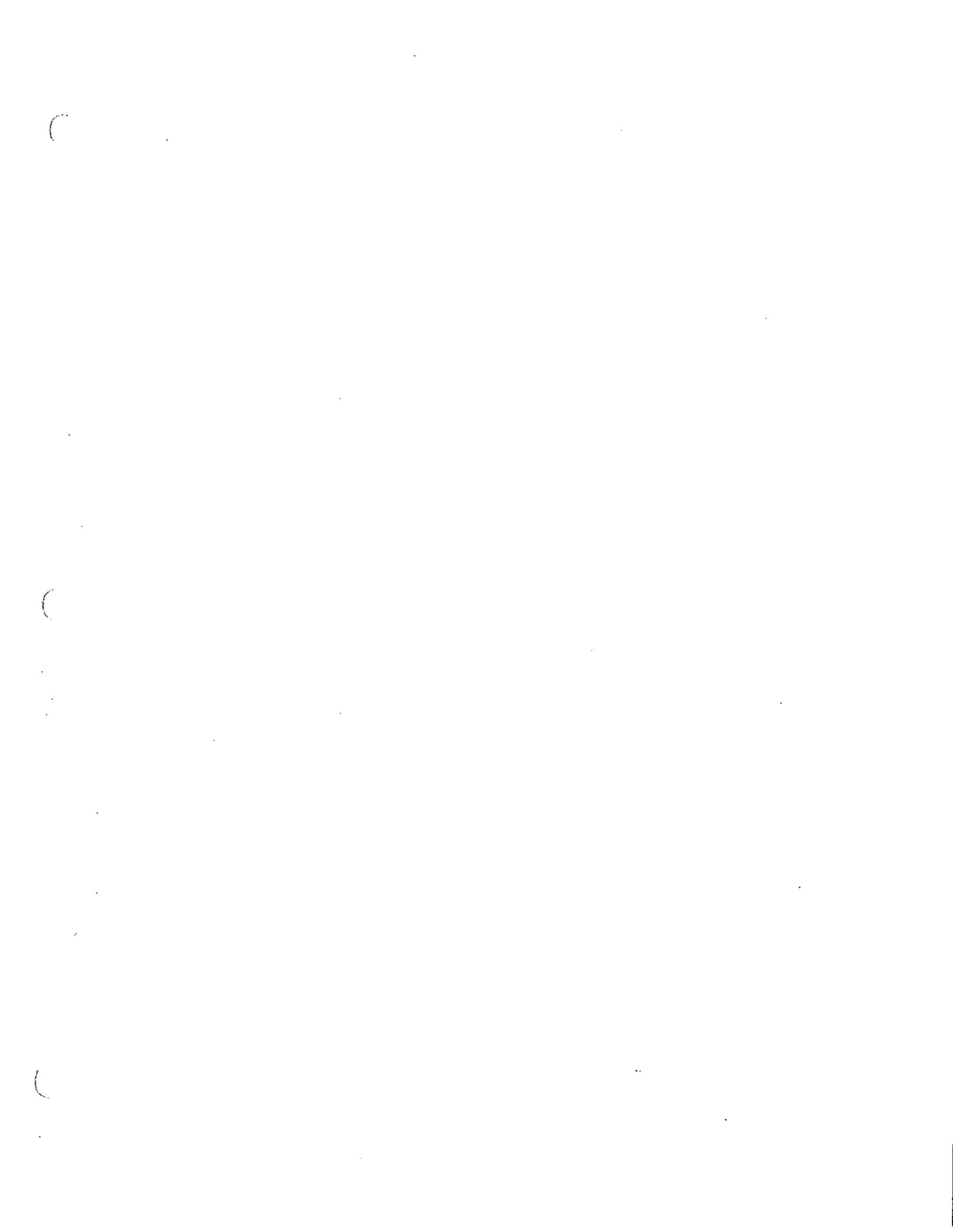
Receipt of the above-mentioned ADDENDUM No. 1, is hereby acknowledged by:

R.E. Schultz Construction  
Company Name

This the 22 day of March, 2016

By: Richard Schultz

Signature: RE Schultz Title: Owner



CITY OF CALEXICO  
 ROCKWOOD PLAZA PARK (2-5)  
 CITY OF CALEXICO, CA 92231  
 RECREATION BRANDS OF SOUTHERN CALIFORNIA

This play equipment is recommended for children ages 2-5  
 Minimum Area Required: 0' X 0'

Scale: NTS  
 This drawing can be scaled only when in an 11" x 17" format

Drawn By: MIKE ETCHISON  
 Date: 3/20/2016  
 Drawing Name: 630-XXXXX

401 Chestnut St., Ste. 310  
 Chattanooga, TN 37402  
 800-727-1927  
 www.recreationbrands.com



Total Play Components  
 Elevated Play Components  
 Elevated Play Components Accessible by Ramp  
 Elevated Components Accessible by Transfer  
 Accessible Ground Level Components Shown  
 Different Types of Ground Level Components

11	8	0	Req. 0
7	Req. 4	3	Req. 3
3	Req. 3		

User Capacity  
 25-35  
 Critical Fall Height  
 6'-4"



**PLAY & PARK STRUCTURES**  
 EXISTING TRIPOD SWING MODEL NO. P67844

**EARTHWORK DEMOLITION OPERATIONS**  
 49 CY'S OF TURF, SAND & SPOILS  
 TO BE REMOVED TO A 12" MIN. DEPTH

**SURFACEMAX / ENGINEERED WOOD FIBER**  
 1312 SQ.FT. (66 CY'S)  
 12" DEPTH + 35% COMPACTION  
 (TYPICAL SYMBOL)

**SURFACEMAX / GEOTEXTILE CLOTH THROUGHOUT**  
 1575 SQUARE FEET  
 (100% COVERAGE + 20% OVERLAP) (TYP.SYM.)

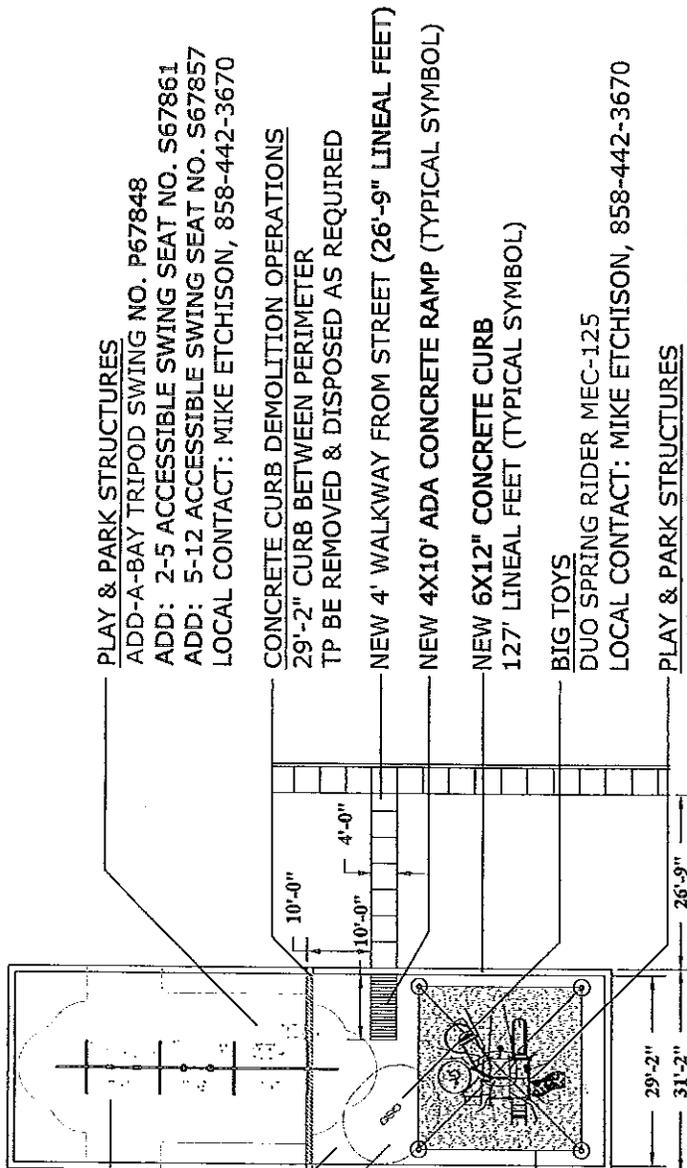
**ULTRASHADE FABRIC SHADE**  
 25' SQUARE X 12' HEIGHT (TYP.SYM.)  
 INCLUDES S&S ENG. DWGS. + CALCS.

TURF & IRRIGATION IMPVTS. (N.I.C.)



**2-5 Play Equipment Improvements**

NOTICE: This DESIGN / DEVELOPMENT contains privileged and confidential information and is intended only for the Owner to whom it is addressed. If you do not represent the Owner, you should not disseminate, distribute or copy this design / development. The content of this plan is the confidential property of Recreation Brands of Southern California and should not be copied, modified, retransmitted, or used for any purpose except w/ Recreation Brands of Southern California written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.



**PLAY & PARK STRUCTURES**  
 ADD-A-BAY TRIPOD SWING NO. P67848  
 ADD: 2-5 ACCESSIBLE SWING SEAT NO. S67861  
 ADD: 5-12 ACCESSIBLE SWING SEAT NO. S67857  
 LOCAL CONTACT: MIKE ETCHISON, 858-442-3670

**CONCRETE CURB DEMOLITION OPERATIONS**  
 29'-2" CURB BETWEEN PERIMETER  
 TP BE REMOVED & DISPOSED AS REQUIRED

**NEW 4' WALKWAY FROM STREET (26'-9" LINEAL FEET)**  
**NEW 4X10' ADA CONCRETE RAMP (TYPICAL SYMBOL)**  
**NEW 6X12" CONCRETE CURB**  
 127' LINEAL FEET (TYPICAL SYMBOL)

**BIG TOYS**  
 DUO SPRING RIDER MEC-125  
 LOCAL CONTACT: MIKE ETCHISON, 858-442-3670

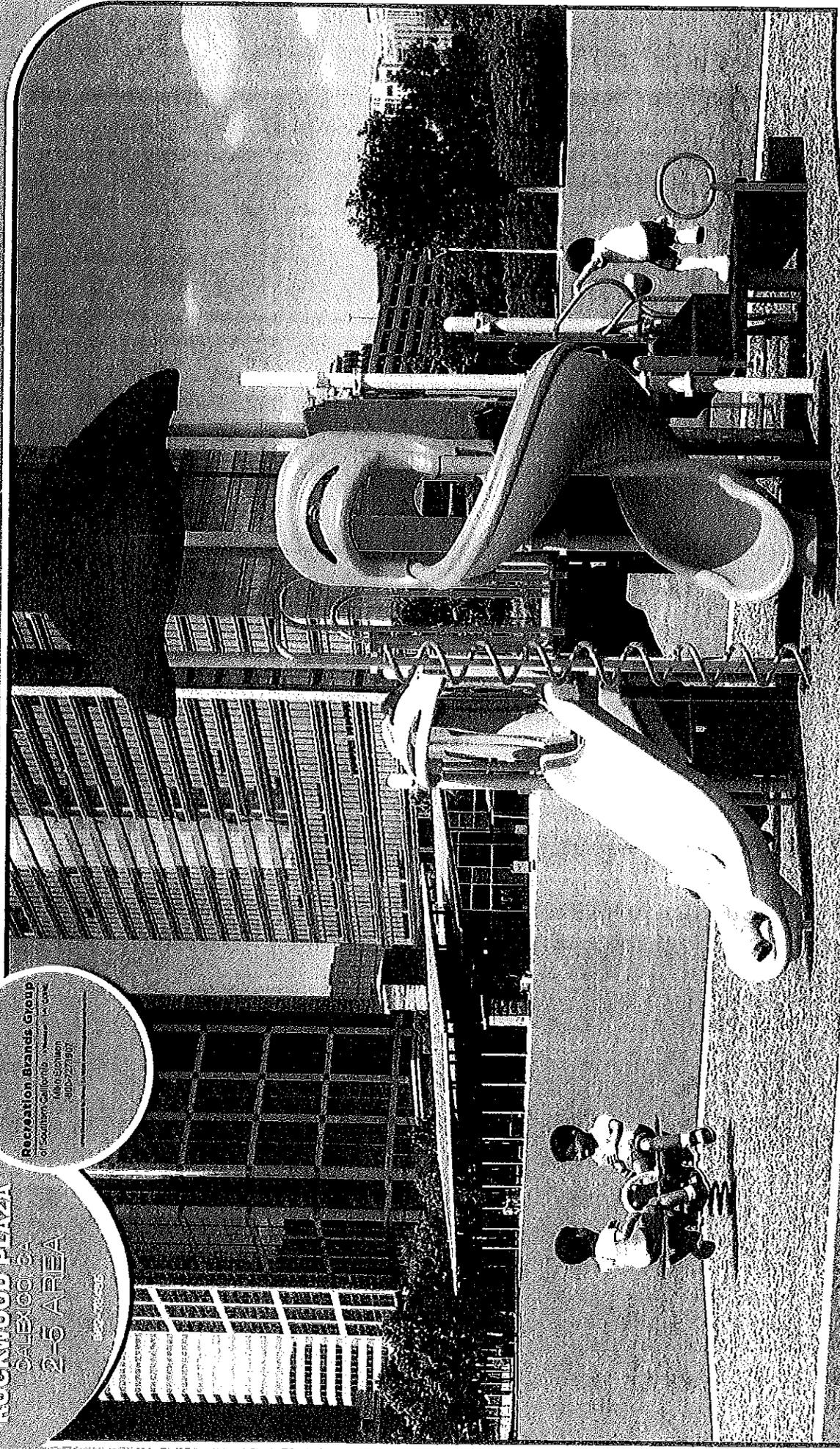
**PLAY & PARK STRUCTURES**  
 MAXIMUM OVERLOOK MODEL NO. 62471  
 LOCAL CONTACT: MIKE ETCHISON, 858-442-3670

It is the manufacturer's opinion that the structure shown herein complies with current code standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.  
**IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

**ROCKWOOD PLAZA  
CAREX &  
2-5 AREA**

Recreation Brands Group  
of Southern California  
14140 Stanton  
605-727-8177

62-75656



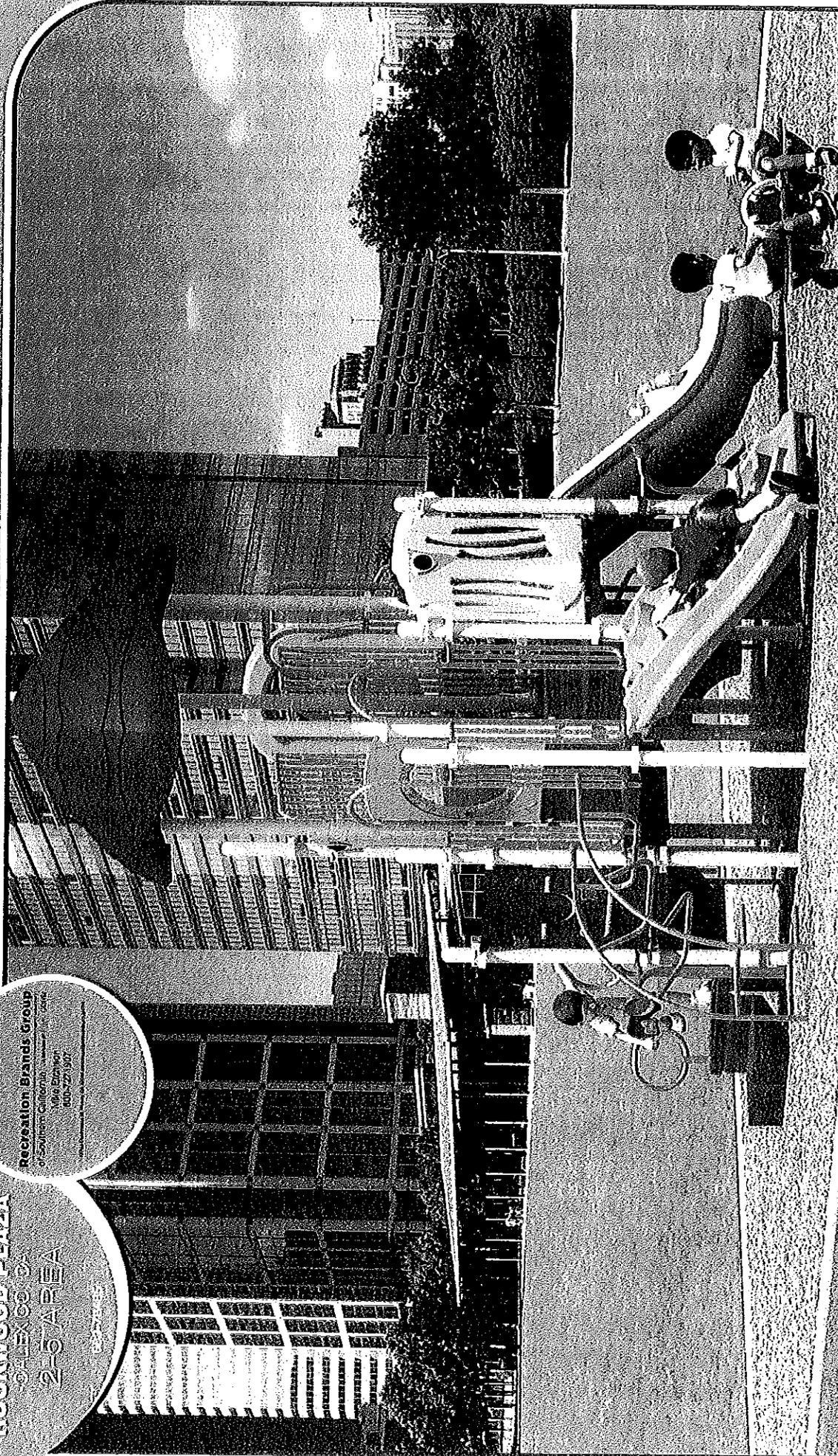
play & park  
structures  
AIAA/CORP

RECREATION BRANDS GROUP  
14140 STANTON  
605-727-8177

ROCKWOOD PLAZA

CALEXCO  
2-6-0-AREA

Recreation Brands Group  
of Southern California  
Mike Emmerich  
800-227-1307



play & park  
structures

10000 W. 16th Ave., Suite 100  
Denver, CO 80202  
303.440.1307

1'4" Rise

Stairs

Return Step

Triangle Transfer Point

Telephone Tube

1'4"

Loop Arch Climber

Flower Maze Panel

2'8"

Bubble Panel

3'4"

4'8"

Whistle

5'4"

6'

Curvy Canopy

Coil Climber

**APEX**  
Climbing Attachment

Telephone Tube

Enhanced Barrier

w/ Rainwheel

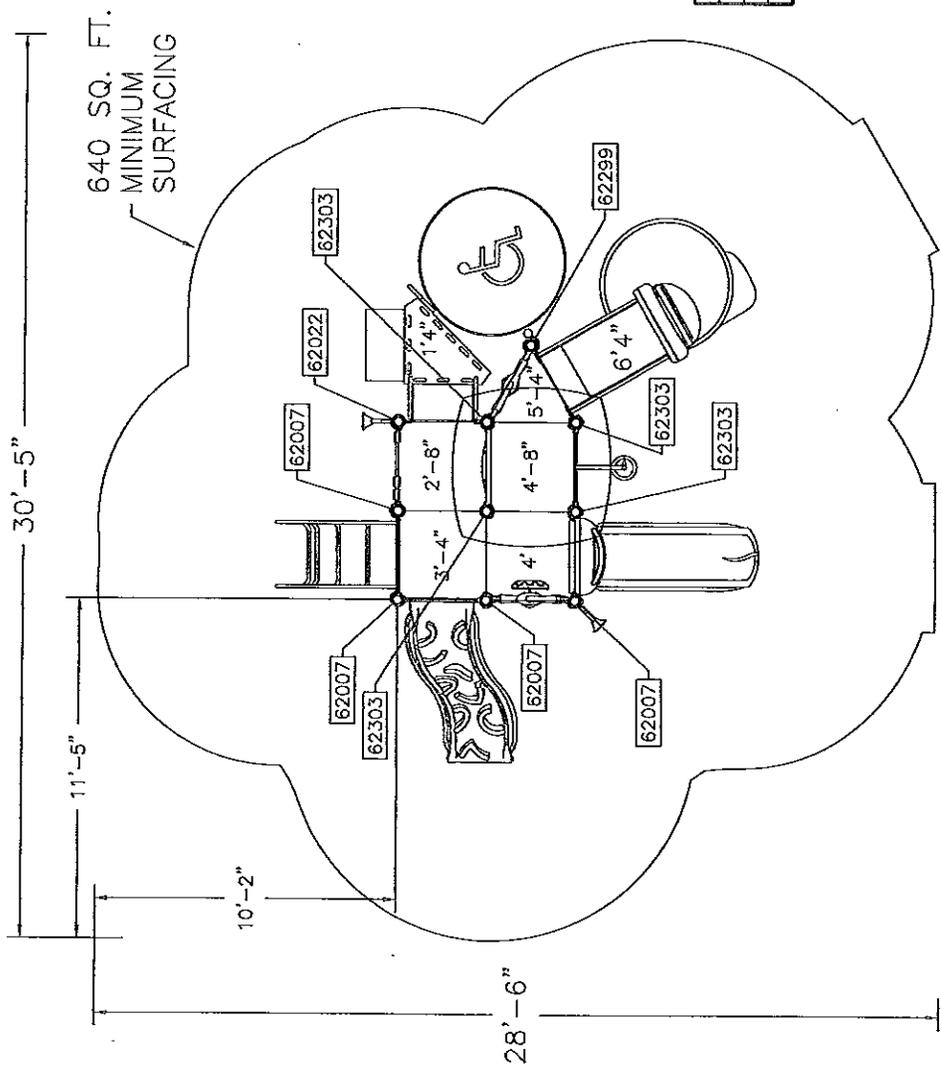
Deep Kettle Drum (Below Deck)



**Hurricane™**

**VelocitySlides™**  
4' Single





**UPRIGHT INFORMATION**

UPRIGHT	DESCRIPTION
62007	10' GENERIC UPRIGHT w/CAP
62022	9' GENERIC UPRIGHT w/CAP
62299	13' GENERIC UPRIGHT w/CAP
62303	15' GENERIC UPRIGHT wo/CAP

	11	8	0	Req.	0	User Capacity
Total Play Components	11	8	0	Req.	0	25-35
Elevated Play Components	8	0	Req.	4		Critical Fall Height
Elevated Play Components Accessible by Ramp	7	7	Req.	3		6'-4"
Elevated Components Accessible by Transfer	3	3	Req.	3		
Accessible Ground Level Components Shown	3	3	Req.	3		
Different Types of Ground Level Components	3	3	Req.	3		

play & park structures  
 401 Chestnut St., Ste. 310  
 Chattanooga, TN 37402  
 800-227-1807  
 www.playandpark.com



Play & Park Structures  
 62471  
 Maximum Outlook

This play equipment is recommended for children ages 2-5

Minimum Area Required:  
 30'-5" x 28'-6"  
 Scale: 1/4" = 1'-0"  
 This drawing can be scaled only when in an 11" x 17" format

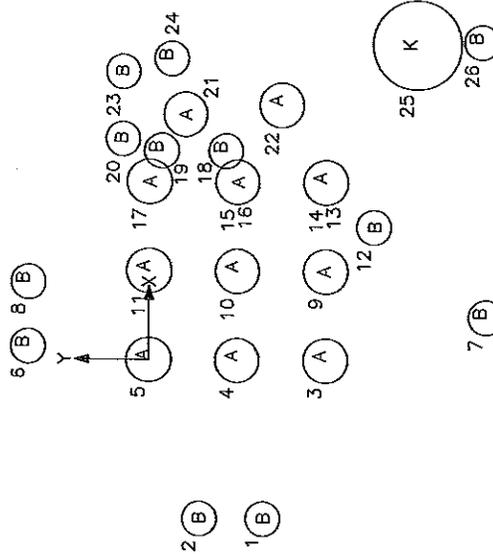
**IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

It is the manufacturer's opinion that the structure shown herein complies with current state standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.

Drawn By:  
 Chris Yates  
 Date:  
 12/13/12  
 Drawing Name:  
 62471

ORDER# 3337625

HOLE	X	Y	DIAG
1	-6'-4"	-3'-11"	6'-7 1/2"
2	-5'-4"	-1'-9"	5'-7 1/2"
3	0"	-6'	6'
4	0"	-3'	3'
5	0"	0"	0"
6	5"	4'-1"	4'-1"
7	1'-6"	-11'-5"	11'-6"
8	2'-7"	4'-1"	4'-10"
9	3'	-6'	6'-8 1/2"
10	3'	-3'	4'-3"
11	3'	0"	3'
12	4'-6"	-7'-7 1/2"	8'-10"
13	6'	-6'	8'-6"
14	6'	-6'	8'-6"
15	6'	-3'	6'-8 1/2"
16	6'	-3'	6'-8 1/2"
17	6'	0"	6'
18	7'-0 1/2"	-2'-7 1/2"	7'-6"
19	7'-0 1/2"	-5"	7'-0 1/2"
20	7'-5"	11"	7'-6"
21	8'-3"	-1'-2 1/2"	8'-4 1/2"
22	8'-7"	-4'-6"	9'-8 1/2"
23	9'-8 1/2"	11"	9'-9"
24	10'-1 1/2"	-9"	10'-2"
25	10'-8"	-9'-0 1/2"	14'
26	10'-9"	-11'-3"	15'-6 1/2"



	Total Play Components	11	
	Elevated Play Components	8	
	Elevated Play Components Accessible by Ramp	0	
	Elevated Components Accessible by Transfer	7	
	Accessible Ground Level Components Shown	3	
Different Types of Ground Level Components	3	Req.	
		0	Req.
		4	Req.
		3	Req.
		3	Req.
		6'-4"	Critical Fall Height
		25-35	User Capacity

ORDER# 3337625



**play & park structures**  
a play & park company

401 Chestnut St., Ste. 310  
 Chattanooga, TN 37402  
 800-727-1987  
 www.playandpark.com

Drawn By:  
 Chris Yates  
 Date:  
 12/13/12  
 Drawing Name:  
 62471

It is the manufacturer's opinion that the structure shown herein complies with current ADA standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.

IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Minimum Area Required:  
 30'-5" x 28'-6"  
 Scale: 1/4" = 1'-0"  
 This drawing can be sealed only when in an 11" x 17" format

This play equipment is recommended for children ages 2-5  
 Maximum Outlook  
 62471  
 Play & Park Structures

# IPEMA Certificate of Compliance



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

**MANUFACTURER**  
 Play & Park Structures  
 150 Playcore Drive SE  
 Fort Payne, AL 35967-5241

INTERNATIONAL  
 PLAY EQUIPMENT  
 MANUFACTURERS  
 ASSOCIATION

**ISSUE DATE: 3/21/16 - 62471 Maximum Overlook**

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
62007	Duramax	3-1/2" O.D. X 120" POST W/CAP ALUMINUM
62015	Duramax	Duramax Kickplate 8"
62022	Duramax	3 1/2" O.D. X 108" Aluminum Post W/Cap
62031	Duramax	DM LOP ARCH CLIMBER W/PANELS - 4'
62032	Duramax	DURAMAX STORE PANEL - HDPE
62089	Duramax	Flower Maze Panel
62101	Duramax	DM Extra Large Kickplate
62129	Duramax	Hurricane Spiral Slide, 64"



You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
62299	Duramax	3-1/2" O.D. X 156" Aluminum Post W/Cap
62303	Duramax	3 1/2" O.D. X 180" Aluminum Post W/O Cap
62310	Duramax	Apex Climbing Attachment
62345	Duramax	Return Step
62348	Duramax	Triangle Transfer Point W/Handhold 2' 8"
62362	Duramax	Barrier Panel
63193	Duramax	Telephone Tube
63715	Duramax	Whistle



You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

# IPEMA Certificate of Compliance



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

## ISSUE DATE: 3/21/16 - 62471 Maximum Overlook

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The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

**MANUFACTURER**  
 Play & Park Structures  
 150 Playcore Drive SE  
 Fort Payne, AL 35967-5241

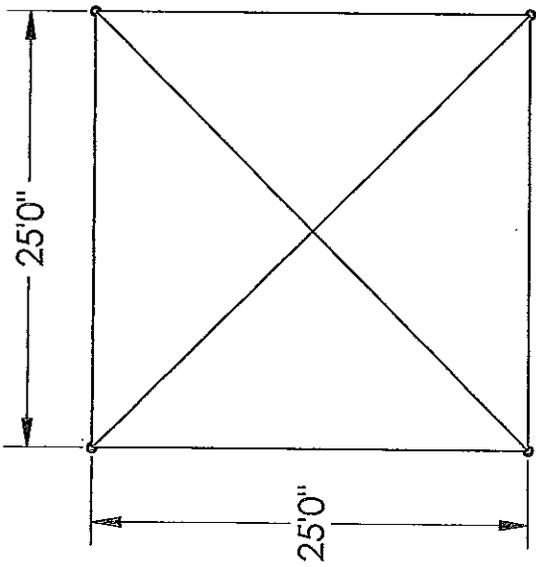
INTERNATIONAL  
 PLAY EQUIPMENT  
 MANUFACTURERS  
 ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
63775	Duramax	Enhanced Barrier W/Rain Wheel
63923	Duramax	Coil Climber 4' 8"
63987	Duramax	Fast Four Slide, 4'
63995	Duramax	Curvy Canopy

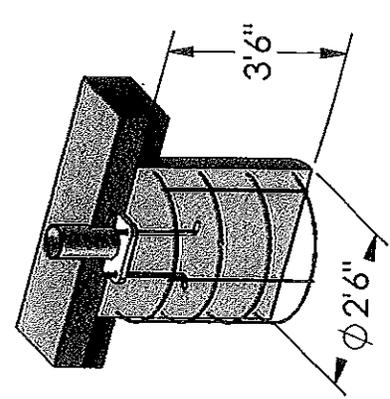
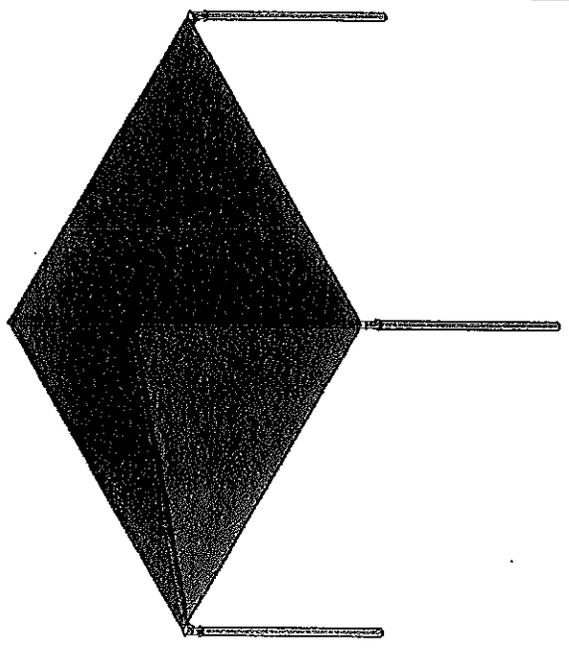
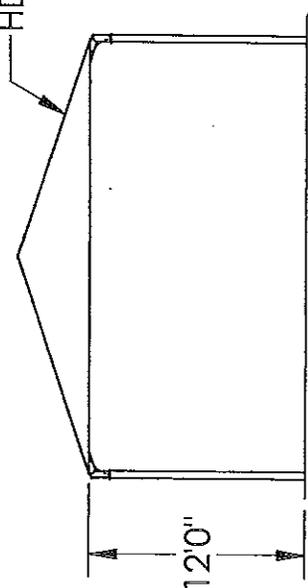


America

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>



HDPE FABRIC



REBAR CAGE  
 (3) #6 VERTICAL  
 #4 TIES @ 8" O.C.

UltraPlaySystems, Inc.



PROPRIETARY DOCUMENT  
 1676 Locust Street  
 Red Bud, IL 62278  
 Phone (618) 282-8200  
 Fax (618) 282-8202

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED FABRICATION TOLERANCES DISTANCE: 1/16" ANGLE: 2° FABRICATION OF ALL EQUIPMENT MUST COMPLY WITH "ULTRA PLA 3" DESIGN STANDARDS"

TYPE OF DWG	DRAWN BY	INS	JAA
DATE	REVISED	4/1/13	
CATALOG REFERENCE			

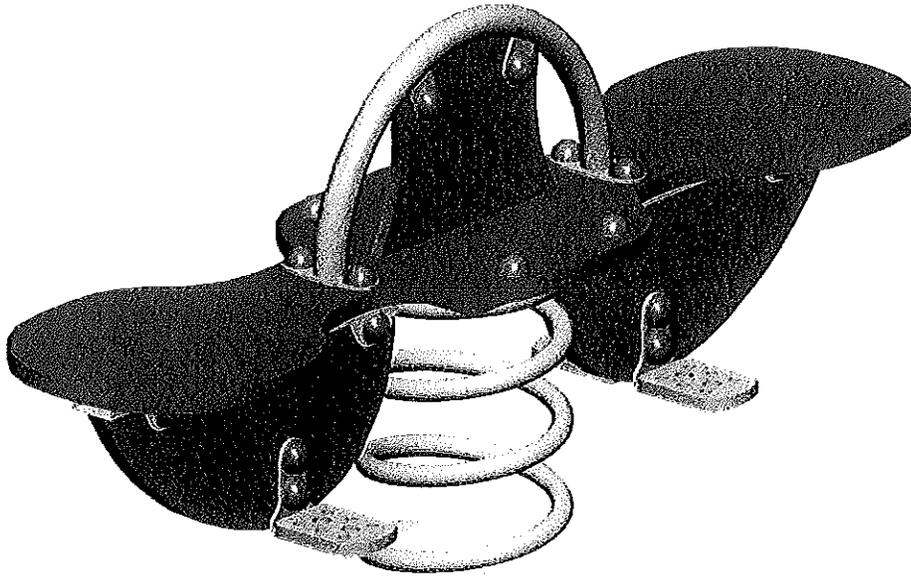
Square 25' Shade  
 12' eave  
 Model Number  
 SQ25S-12-FB  
 SHEET 1 OF 1

\*\*FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL\*\*  
 \*\*PRELIMINARY - NOT FOR CONSTRUCTION\*\*

# MEC-125 Duo Spring Rider

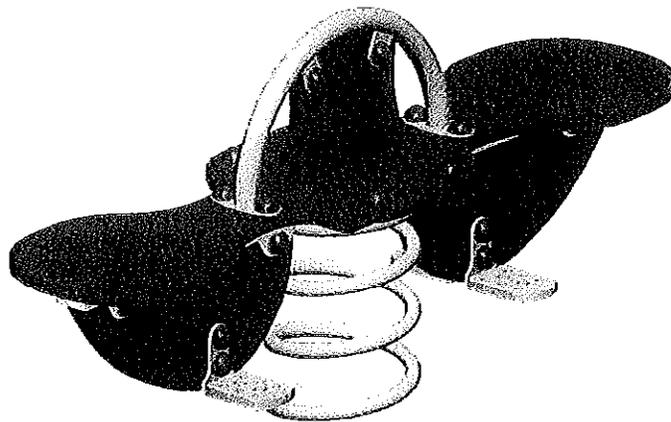
# BigToys<sup>®</sup>

Standard color option shown.



Made from our high quality HDPE plastics and featuring a pinch-proof spring mechanism, the Duo is double the fun in a small space.

Natural color option shown.



**Best User Age: 2-5**

**Estimated Capacity: 2 Child**

**Space Required, :**

14'-0" x 16'-0" / 427cm x 488cm

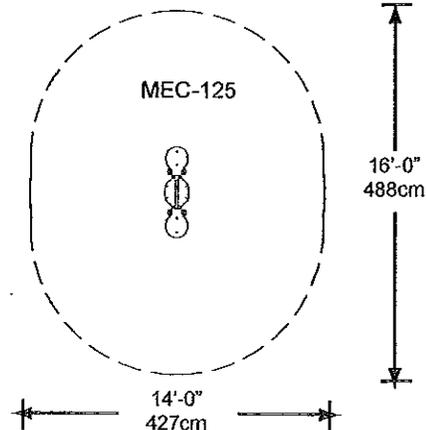
**Highest Designated Play Surface:**

21" / 53cm

**Hours to Install: 2**

**Footings: In Ground Posts, Concrete Required (est: 5 cubic feet)**

**Ground Level Play Event: Experimenting**

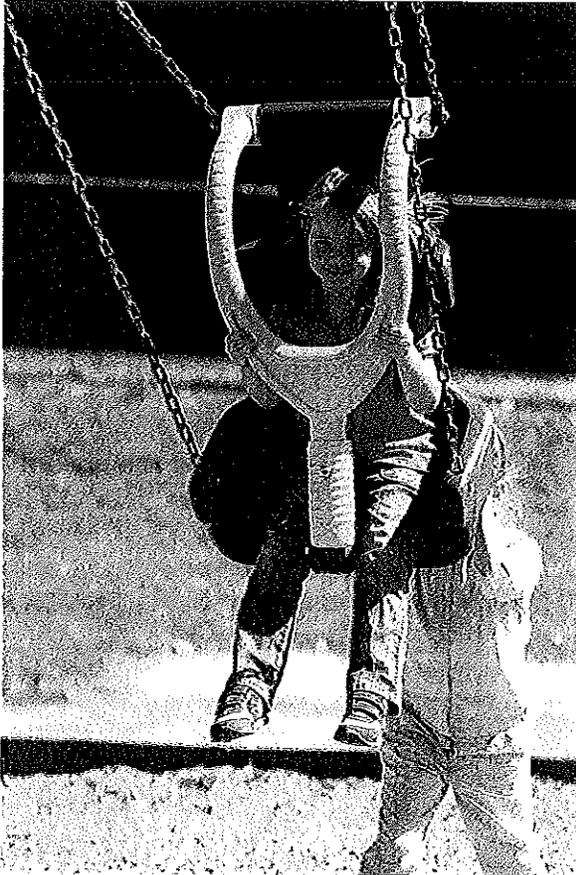


Scale: 1/8" = 1'

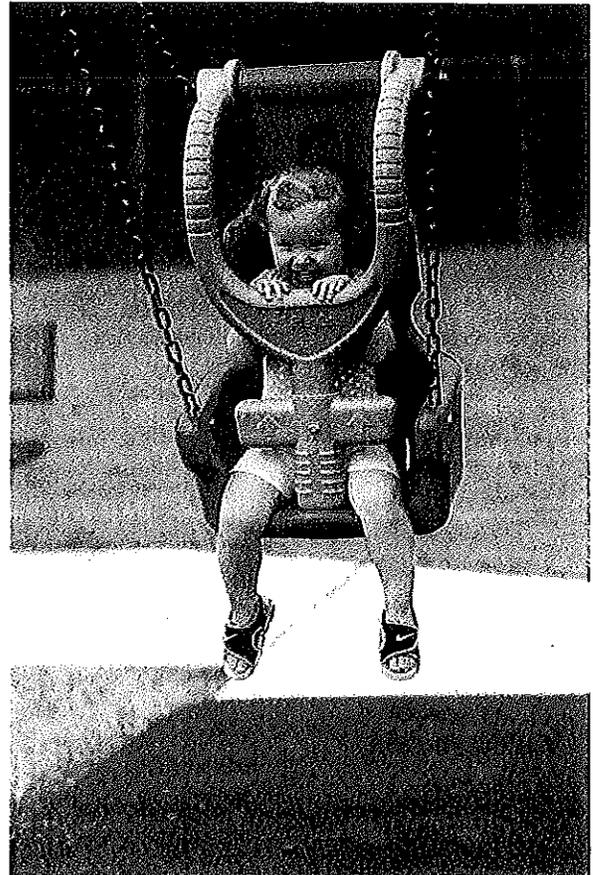
Product development is an on going process. For this reason we reserve the right to make modifications in the form of product improvements in all our products.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines for your area.

The Made-for-Me Swing Seat promotes physical, social, and cognitive development, and offer certain therapeutic benefits, including movement and perceptual skills, spatial awareness, general fitness, social interaction, mental representation, and sensory integration, including vestibular development (balance). This Seat is one of the only full-support seats that's age and size specific.



Made-for-Me Seat  
ages 5-12



Made-for-Me Seat  
ages 2-5

### Features & Benefits

- Integrates a smooth and synchronized movement pattern
- Emphasizes the importance of timely energy transfer during movement
- Promotes aerobic fitness, muscular force, and whole-body awareness

Play Value :

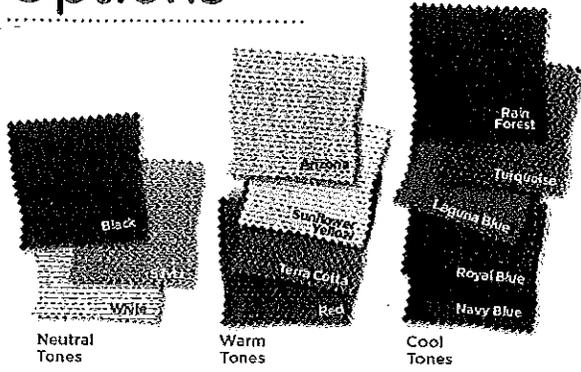


Physical    Sensory    Social/Emotional    Cognitive

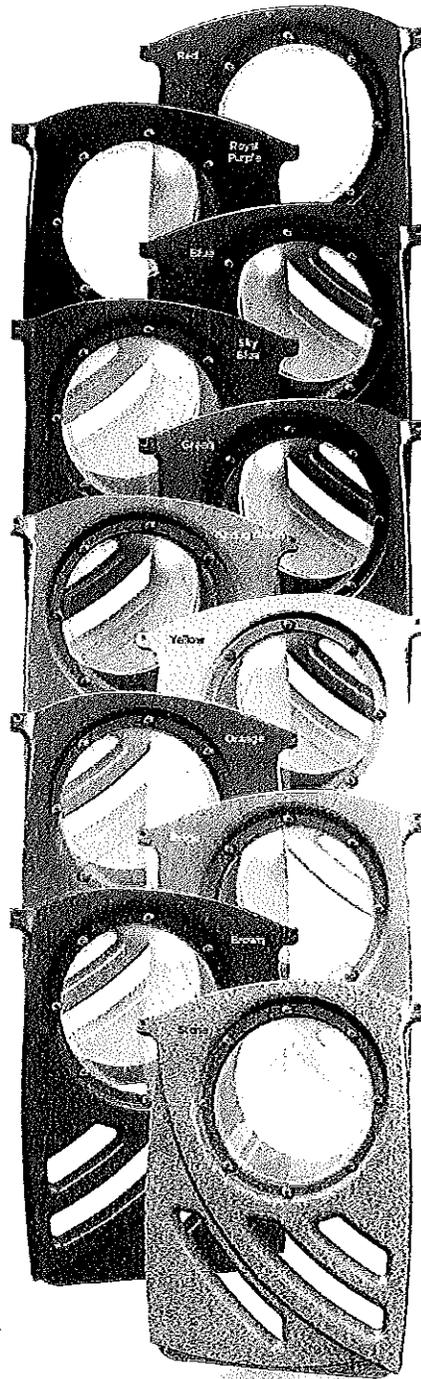


# Custom Color Options

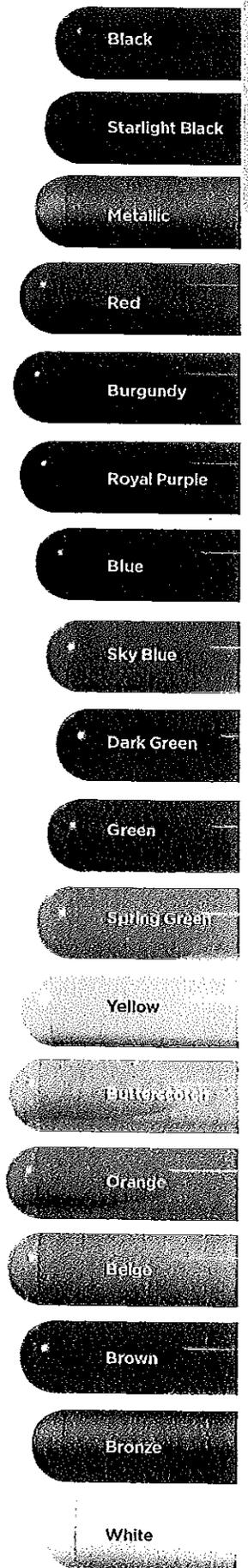
**Fabric Shade Color Options**  
All standard powder coat colors are available for metal accents.



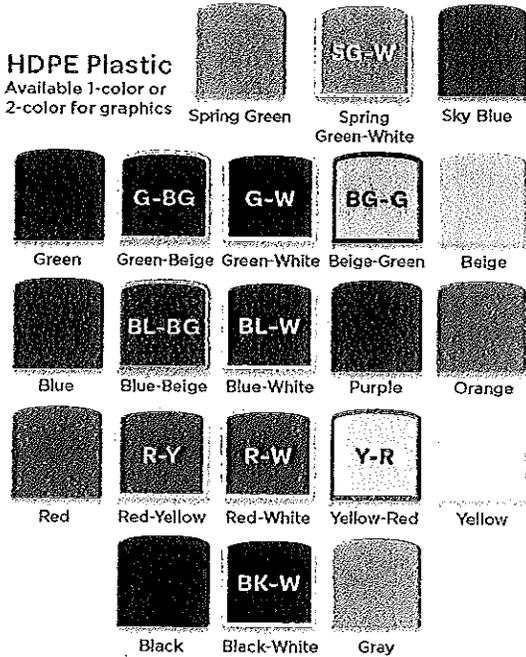
**Rotomolded Plastic Colors**  
Choose from 11 Rotomolded Colors



**Metal Colors**  
Choose from 18 powdercoat colors

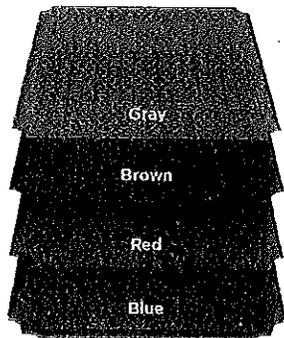


**HDPE Plastic**  
Available 1-color or 2-color for graphics



## Plastisol Deck & Site Colors

Thermoplastic deck coating is available, ask your sales representative for more information.



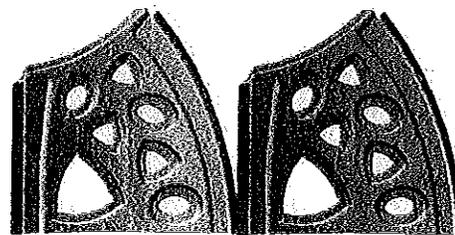
## Stone

Eco-friendly Plastic made from a more virgin material by eliminating additives and processing.



## Nature Plastic Colors

Available for Apex, MaxClimb, and Rock Wall Climber.



Sandstone  
Beige with black flecks

Deep Granite  
Gray with black flecks

## Cable Climber Colors

Boulderscapes Play Systems are only available in Black



aperMax<sup>®</sup>, DuraMax<sup>®</sup>, and totmax<sup>®</sup> Play Systems are available in Red, Green, or Blue



Skyline<sup>™</sup> and Horizons Play Systems are available in Red or Black

ParkPlay Freestanding NetMax<sup>™</sup> are only available in Red

## Play & Park Structures warranties

### Limited Lifetime Warranty

Limited lifetime warranty on all Play & Park Structures posts, clamps, post caps, and hardware.

### 15 Year Limited Warranty

15-Year limited warranty on SuperMax, DuraMax, totmax, Skyline, Early Horizons: roto molded plastic components, decks, pipes, rails, Joops, and rungs.

### 10 Year Limited Warranty

10-Year limited warranty on Health Trail Systems, shade products, fiberglass signage, HDPE panels, pressure treated pine, and redwood products utilized in site furnishings.

### 5 Year Limited Warranty

5-Year limited warranty on swing strap seats, tot seats, and nylon-covered cable net climbers and components.

### 3 Year Limited Warranty

3-Year limited warranty on spring bouncer C-type springs.

### 1 Year Limited Warranty

1-Year limited warranty on spring bouncer coil springs and all other Play & Park Structures products including moving parts.

## Terms & Conditions

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or Play & Park Structures invoice number.

## Play & Park Policies

**Specifications:** Specifications were current at the time of publication. Play & Park Structures has an ongoing policy of product improvement and therefore reserves the right to modify specifications or discontinue products without notice.

**Terms of Sale:** To governmental agencies and tax supported institutions, and those with approved credit, payment is due within 30 days from the date of invoice. A 1.5% per month finance charge will be imposed on all past due accounts. We also accept payment by VISA, MasterCard or American Express. All other orders will require a 50% deposit at the time of order entry. The balance will be due with a certified check upon receipt of shipment (C.O.D.).

**Prices:** Prices are F.O.B. factory and do not include freight charges. All prices listed were current at the time of publication and quoted in U.S. Funds. Due to the abnormally high cost of fuel and its impact on many of the materials used in our industry, quotations are valid for 30 days only and prices may be subject to material and fuel surcharges at the time of shipment. Prices are subject to change without notice. Current prices will apply at the time of shipment.

**Freight charges:** Freight charges are determined and collected by the carrier unless Play & Park Structures is requested and agrees to prepay and add these costs to the invoice.

**Taxes:** If applicable, taxes will be added to the invoice except when a tax-exempt certificate is provided with the purchase order at the time of order entry.

**Minimum Order:** Our minimum order is US \$50.00.

**Order Cancellation:** Once accepted, orders can be canceled only with the consent of Play & Park Structures, and on terms which will indemnify Play & Park Structures against loss. Canceled orders will be subject to a restocking fee. Equipment "built-to-order" is non-cancelable.

**Domestic Shipments:** Unless specifically given routing instructions on the purchase order, shipment will be made via the carrier we consider to be the most economical and practical in reaching the final destination. All domestic shipments are governed by ICC Regulations.

**Delays in Transit:** Play & Park Structures is not responsible for delays in transit and such delays shall not alter our invoicing terms. If your order does not reach you within a reasonable time after being advised that shipment went forward from our plant, Play & Park Structures will assist in the tracking process.

**Loss or Damage in Transit:** Play & Park Structures is not responsible for loss or damage in transit. When we release the material to the carrier, a bill of lading is signed which states that the shipment was received from us complete and in good condition. A copy of this bill of lading is forwarded to you with the shipment and should be checked carefully with the materials you received. Any shortage, discrepancy or damage must be noted on the delivery receipt and signed by the carriers' representative. Failure to note acceptations on the delivery receipt may impair your right to recovery from the carrier.

**Weights:** All published weights are estimated and include appropriate packing materials. Actual weights may vary slightly.

*Pricing valid on orders received prior to November 30, 2012; orders must be shipped within 30 days.*

*\*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.*

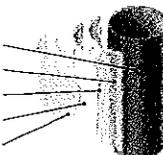
## partnership standards & organizations



### Flo-Coat® Galvanized Steel Tubing

Galvanizing provides electrochemical protection to steel, in addition to forming a protective barrier. Allied's unique triple layer Flo-Coat galvanizing process goes even a step further by adding a conversion coating to passivate the zinc, and a clear polymer topcoat that reduces the general corrosion rate of the zinc. This synergy between the coatings allows the zinc to be more effective in protecting uncoated edges.

Cold Formed Steel  
99.99% Pure Zinc  
Conversion Coating  
Clear Polymer  
Powder Coating



### ISO 14001

We are proud to be ISO14001 certified for our manufacturing facility in Fort Payne, Alabama. Also referred to as the "Green Certification," ISO14001 is an internationally recognized standard for environmental management, measurement, evaluation and auditing. As an ISO14001 certified company, Play & Park controls the environmental impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.

© 2012 Play & Park Structures® "A PlayCore® Company". All Rights Reserved.



### ISO 9001

An industry certification process issued by the International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.



### CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

U.S. CONSUMER PRODUCT SAFETY COMMISSION  
Washington, DC 20207  
Website: [www.cpsc.org](http://www.cpsc.org) E-mail: [info@cpsc.gov](mailto:info@cpsc.gov)



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ACCESS BOARD  
1331 F street, NW, Washington, DC 20004-1111  
Website: [www.access-board.gov](http://www.access-board.gov)  
E-mail: [ta@access-board.gov](mailto:ta@access-board.gov)  
US Department of Justice: [www.ada.gov](http://www.ada.gov)



ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version ASTM F1487-11, published November 2011.

### ASTM INTERNATIONAL

100 Barr Harbor Drive, PO Box C700  
West Conshohocken, PA 19428-2959  
Website: [www.astm.org](http://www.astm.org) E-mail: [service@astm.org](mailto:service@astm.org)

### IPEMA

In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV America, Inc., validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 & 11, or both. The use of corresponding logo in Play & Park Structures' catalog signifies that Play & Park Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard. Check the IPEMA website, [www.ipema.org](http://www.ipema.org), to confirm product validation.

### IPEMA

4305 N. 6th Street, Suite A,  
Harrisburg, PA 17110  
Website: [www.ipema.org](http://www.ipema.org) E-mail: [certification@ipema.org](mailto:certification@ipema.org)



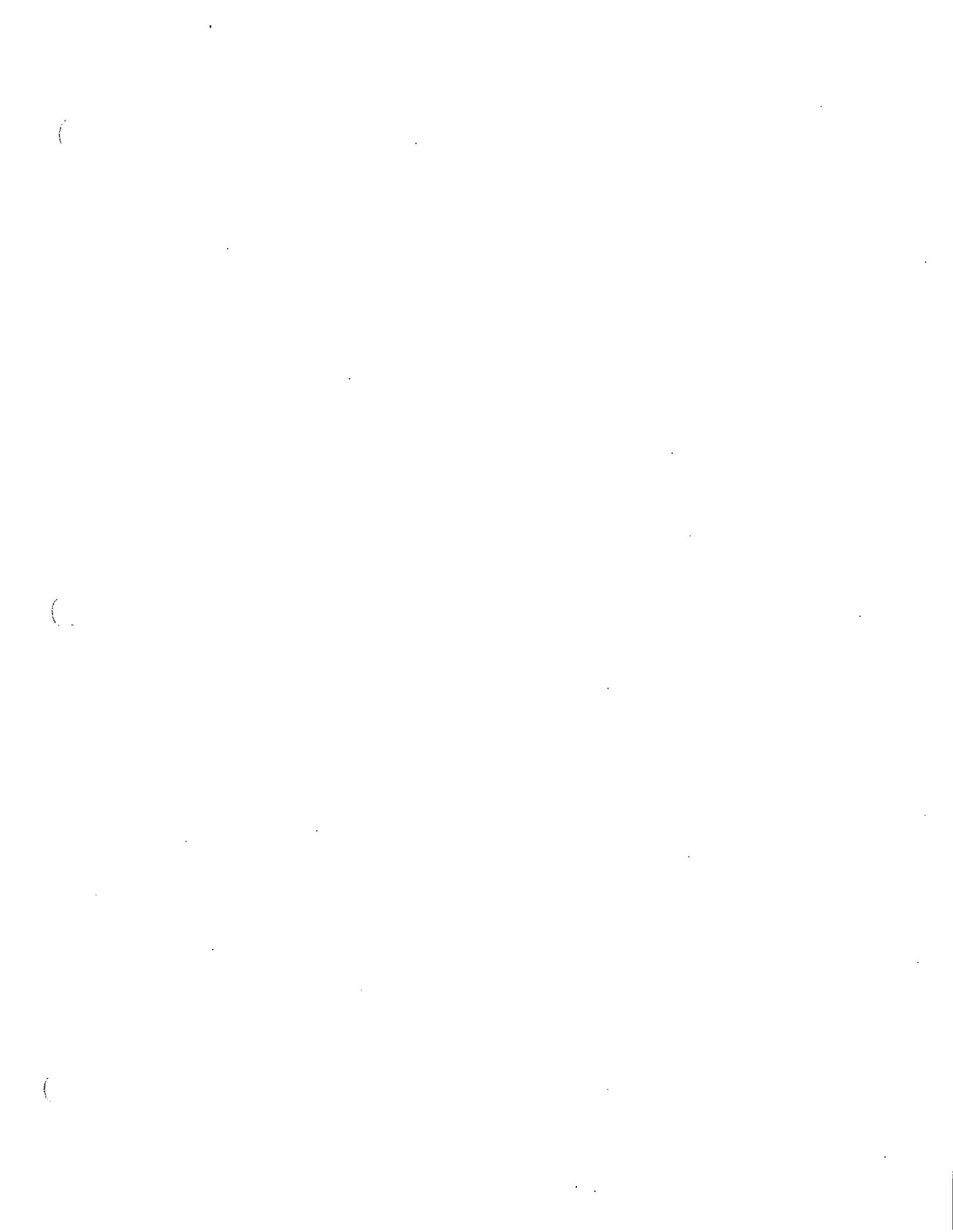
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## leasing program

Through a strategic alliance with Marlin Leasing Corporation®, Play & Park is able to provide flexible financing for customers who require funding assistance on their next playground project. Complete our financing request form by scanning the QR code here, and bring play opportunities to your school or community more quickly.





CITY OF CALEXICO ROCKWOOD PLAZA PARK (5-12) CITY OF CALEXICO, CA 92231	This play equipment is recommended for children ages 5-12 Minimum Area Required: 0' X 0'	Scale: NTS This drawing can be scaled only when in an 11" X 17" format	Drawn By: MIKE ETCHISON Date: 3/20/2016 Drawing Name: 630-XXXX	401 Chestnut St., Ste. 310 Chattanooga, TN 37402 800-727-1987 www.recreationgroup.com		Total Play Components		User Capacity
						Elevated Play Components Accessible by Ramp	13	
PLAY & PARK STRUCTURES OF SOUTHERN CALIFORNIA				Elevated Play Components Accessible by Transfer		3	Req. 3	Critical Fall Height: 8'
				Accessible Ground Level Components Shown		10	Req. 3	
				Different Types of Ground Level Components		6	Req. 3	

**EXISTING PLAY EQUIPMENT TO BE REMOVED**

EXISTING FABRIC SHADE TO REMAIN

NEW 4X10' ADA CONCRETE RAMP (TYPICAL SYMBOL)

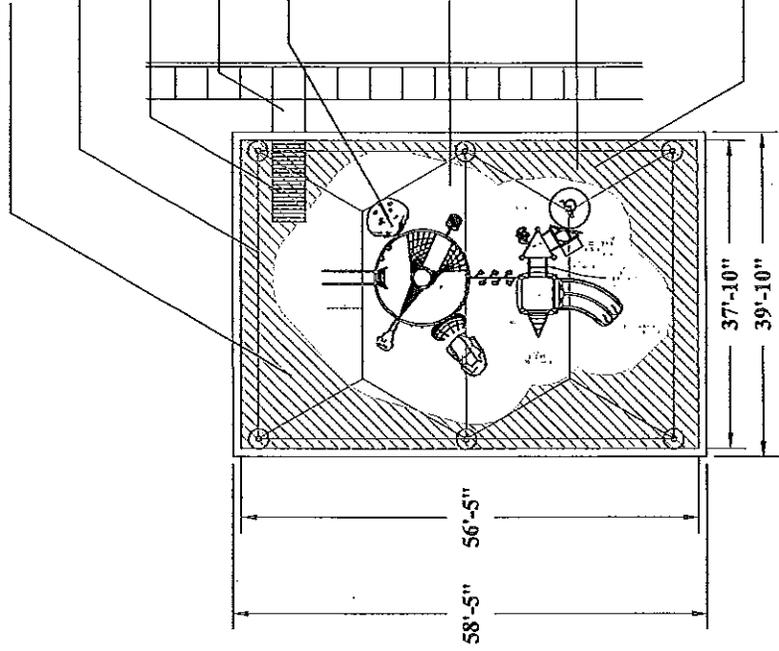
NEW 4' WALKWAY FROM STREET (5' LINEAL FEET)

PLAY & PARK STRUCTURES  
BOULDERSCAPES KINGFISHER NO. 67011  
LOCAL CONTACT: MIKE ETCHISON  
858-442-3670

EARTHWORK DEMOLITION OPERATIONS  
79 CY'S OF TURF, SAND & SPOILS  
TO BE REMOVED TO A 12" MIN. DEPTH

SURFACEMAX / ENGINEERED WOOD FIBER  
2135 SQ.FT. (106 CY'S)  
12" DEPTH + 35% COMPACTION  
(TYPICAL SYMBOL)

SURFACEMAX / GEOTEXTILE CLOTH THROUGHOUT  
2562 SQUARE FEET  
(100% COVERAGE + 20% OVERLAP) (TYP.SYM.)

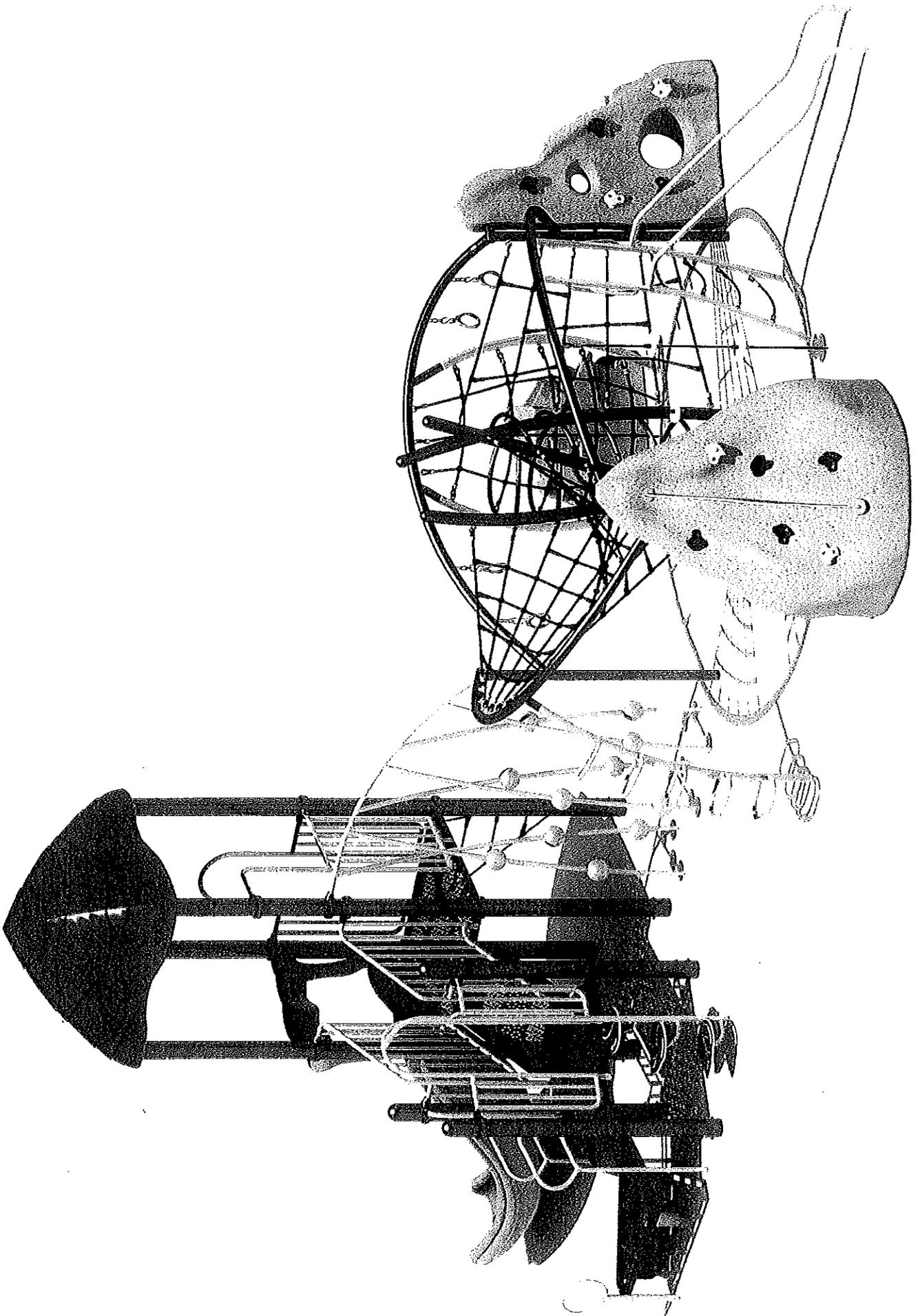


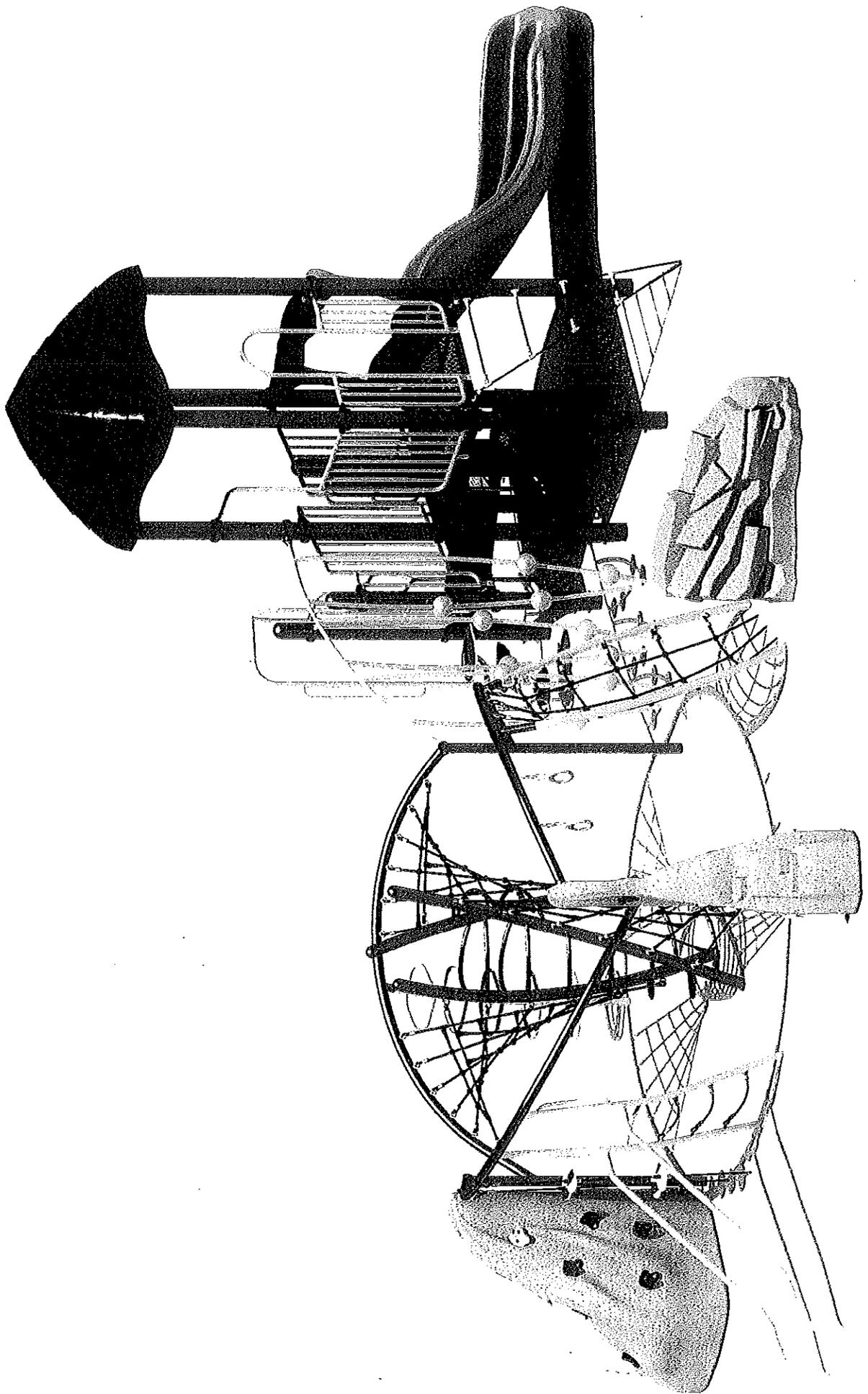
**5-12 Play Equipment Improvements**

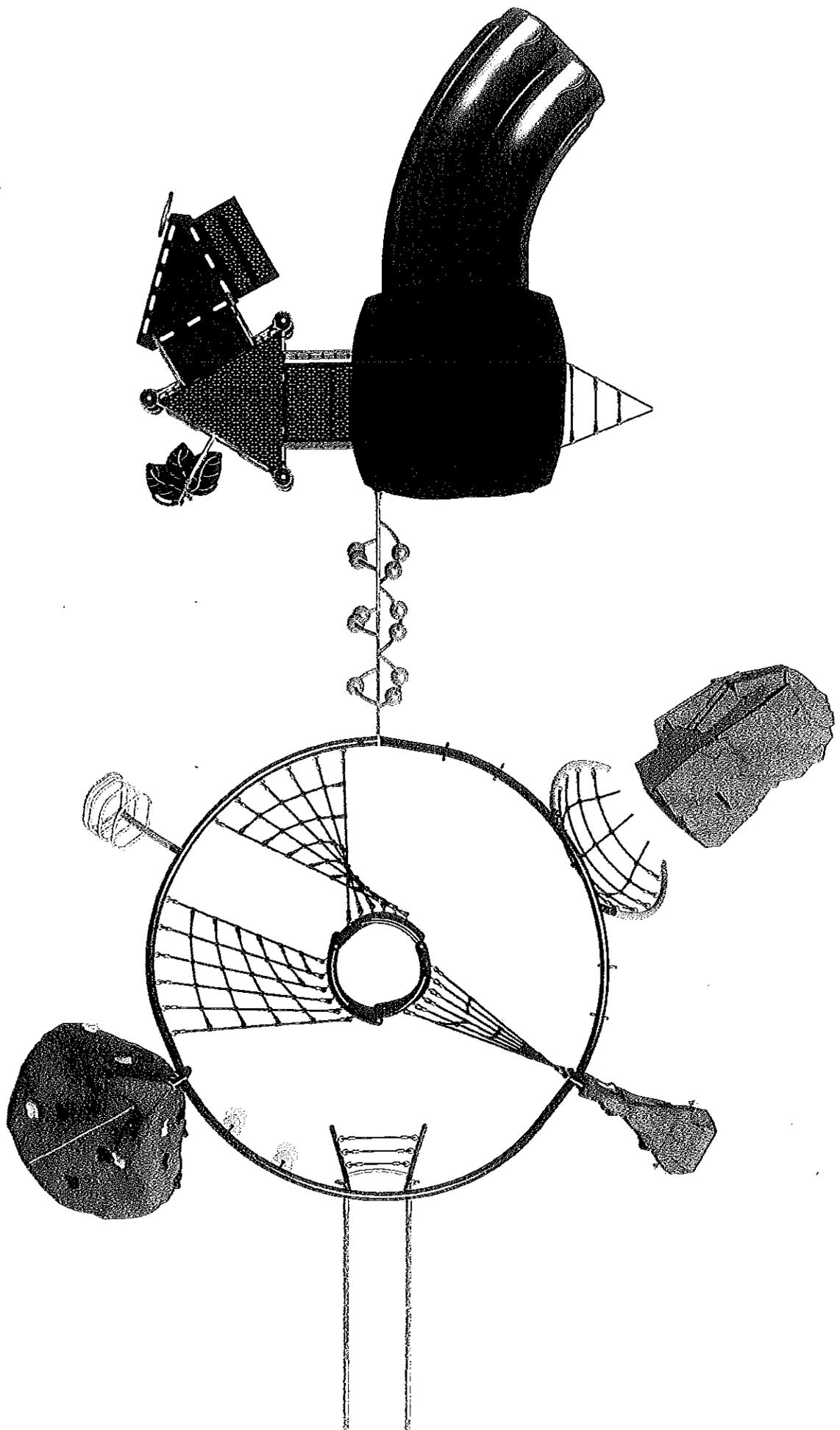
**NOTICE:** This DESIGN / DEVELOPMENT contains privileged and confidential information and is intended only for the Owner to whom it is addressed. If you do not represent the Owner, you should not disseminate, distribute or copy this design / development. The content of this plan is the confidential property of Recreation Brands of Southern California and should not be copied, modified, retransmitted, or used for any purpose except w/ Recreation Brands of Southern California written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

It is the manufacturer's opinion that the structure shown herein complies with current AIA standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment. **IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.





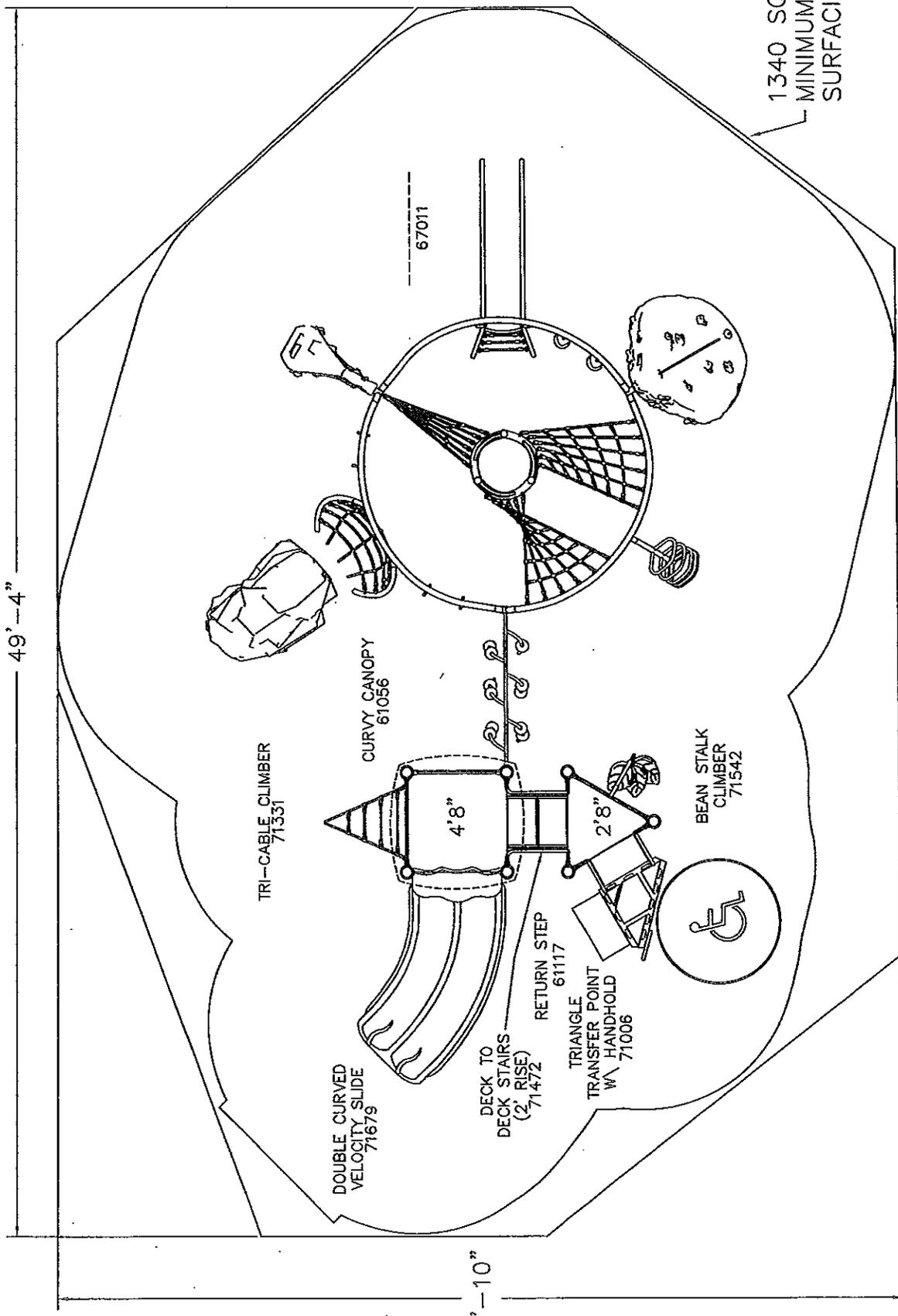




49'-4"

33'-10"

1340 SQ. FT.  
MINIMUM  
SURFACING



# IPEMA Certificate of Compliance



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

**MANUFACTURER**

Play & Park Structures  
150 Playcore Drive SE  
Fort Payne, AL 35967-5241

INTERNATIONAL  
PLAY EQUIPMENT  
MANUFACTURERS  
ASSOCIATION

**ISSUE DATE: 3/21/16 - Rockwood Plaza Park (5-12) - Boulderscapes Kingfisher**  
In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
67022	BoulderScape	Helix Climber For Three Nets
67026	BoulderScape	Rappelling Rock W/Column Support
67029	BoulderScape	Angle Rock W/Column Net Support
67041	BoulderScape	Dual Climber Net
67042	BoulderScape	Spine Climber
67044	BoulderScape	Butterfly Net
67055	BoulderScape	Banister Rail
71746	BoulderScape	Helix Knot Climber SM



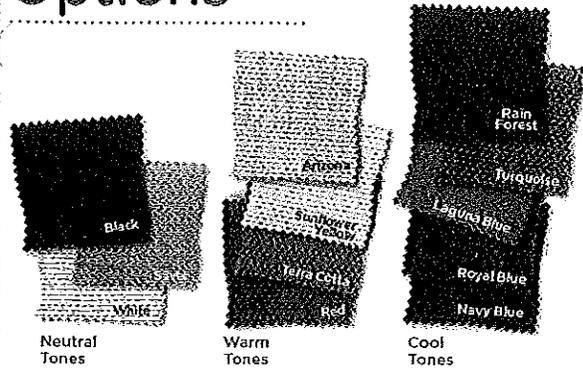
America

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

# Custom Color Options

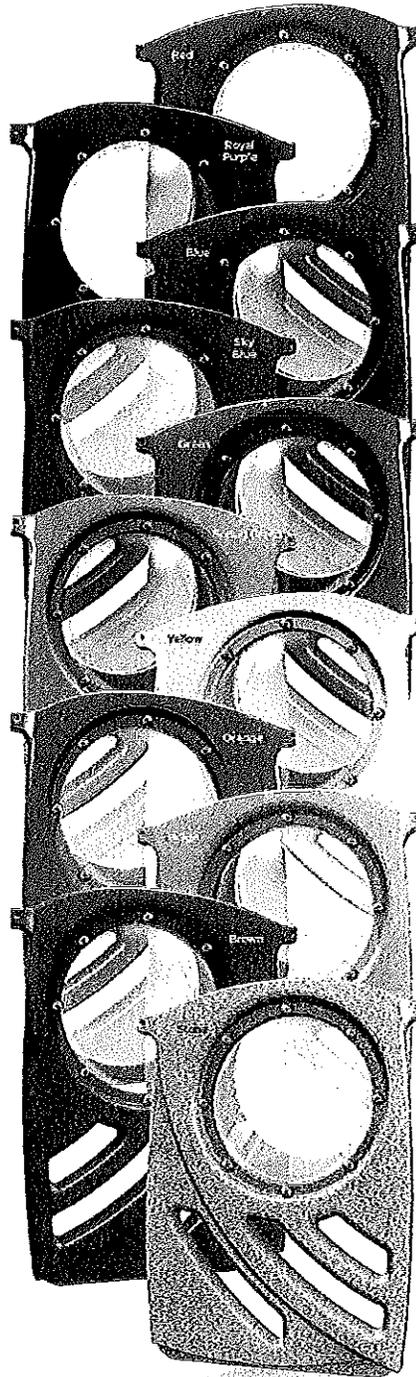
## Fabric Shade Color Options

All standard powder coat colors are available for metal accents.



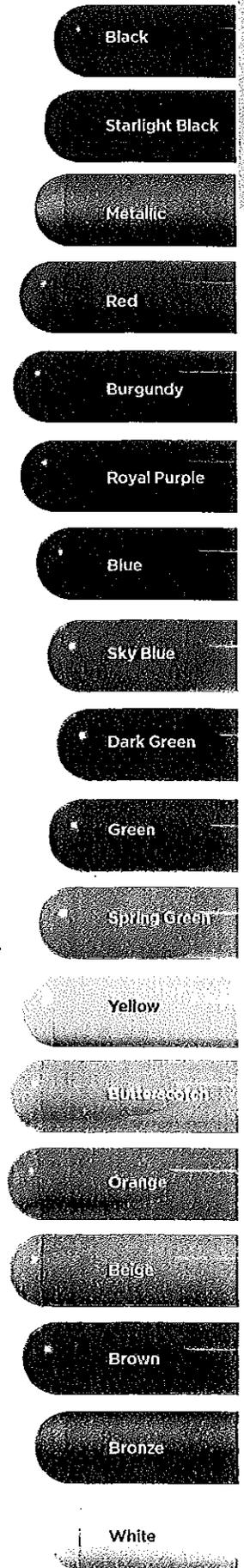
## Rotomolded Plastic Colors

Choose from 11 Rotomolded Colors



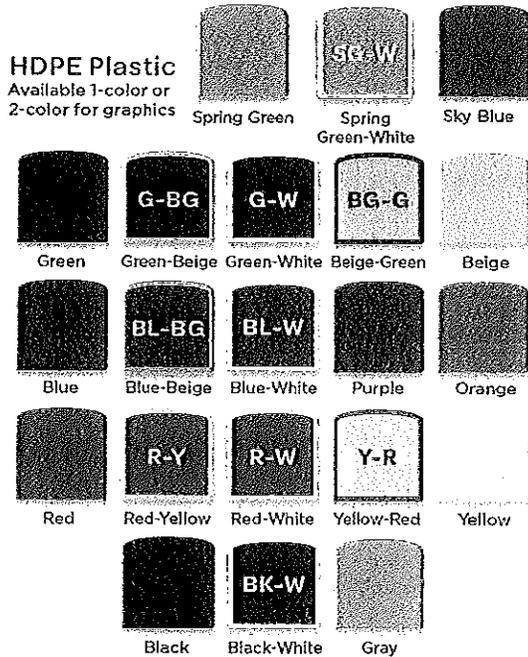
## Metal Colors

Choose from 18 powdercoat colors



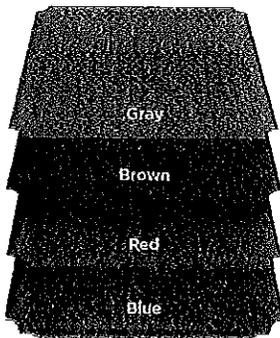
## HDPE Plastic

Available 1-color or 2-color for graphics



## Plastisol Deck & Site Colors

Thermoplastic deck coating is available, ask your sales representative for more information.



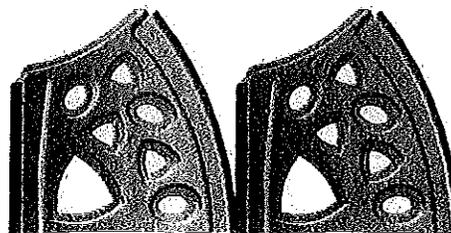
## Stone

Eco-friendly Plastic made from a more virgin material by eliminating additives and processing.



## Nature Plastic Colors

Available for Apex, MaxClimb, and Rock Wall Climber.



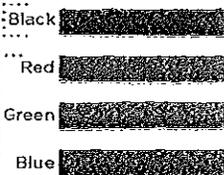
Sandstone  
Beige with black flecks

Deep Granite  
Gray with black flecks

## Cable Climber Colors

Boulderscapes Play Systems are only available in black

SuperMax<sup>®</sup>, DuraMax<sup>®</sup>, and totmax<sup>®</sup> Play Systems are available in Red, Green, or Blue



Skyline<sup>™</sup> and Horizons Play Systems are available in Red or Black

ParkPlay Freestanding NetMax<sup>™</sup> are only available in Red

## Play & Park Structures warranties

### Limited Lifetime Warranty

Limited lifetime warranty on all Play & Park Structures posts, clamps, post caps, and hardware.

### 15 Year Limited Warranty

15-Year limited warranty on SuperMax, DuraMax, totmax, Skyline, Early Horizons: roto molded plastic components, decks, pipes, rails, loops, and rungs.

### 10 Year Limited Warranty

10-Year limited warranty on Health Trail Systems, shade products, fiberglass signage, HDPE panels, pressure treated pine, and redwood products utilized in site furnishings.

### 5 Year Limited Warranty

5-Year limited warranty on swing strap seats, tot seats, and nylon-covered cable net climbers and components.

### 3 Year Limited Warranty

3-Year limited warranty on spring bouncer C-type springs.

### 1 Year Limited Warranty

1-Year limited warranty on spring bouncer coil springs and all other Play & Park Structures products including moving parts.

## Terms & Conditions

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

Warranties do not cover damage caused by vandalism or abuse.

Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or Play & Park Structures invoice number.

## Play & Park Policies

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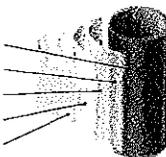
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© 2012 Play & Park Structures® "A PlayCore® Company". All Rights Reserved.



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Washington, DC 20207

Website: [www.cpsc.org](http://www.cpsc.org) E-mail: [info@cpsc.gov](mailto:info@cpsc.gov)



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### ACCESS BOARD

1331 F street, NW, Washington, DC 20004-1111

Website: [www.access-board.gov](http://www.access-board.gov)

E-mail: [ta@access-board.gov](mailto:ta@access-board.gov)

US Department of Justice: [www.ada.gov](http://www.ada.gov)



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### ASTM INTERNATIONAL

100 Barr Harbor Drive, PO Box C700

West Conshohocken, PA 19428-2959

Website: [www.astm.org](http://www.astm.org) E-mail: [service@astm.org](mailto:service@astm.org)

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### IPEMA

4305 N. 6th Street, Suite A,  
Harrisburg, PA 17110

Website: [www.ipema.org](http://www.ipema.org) E-mail: [certification@ipema.org](mailto:certification@ipema.org)



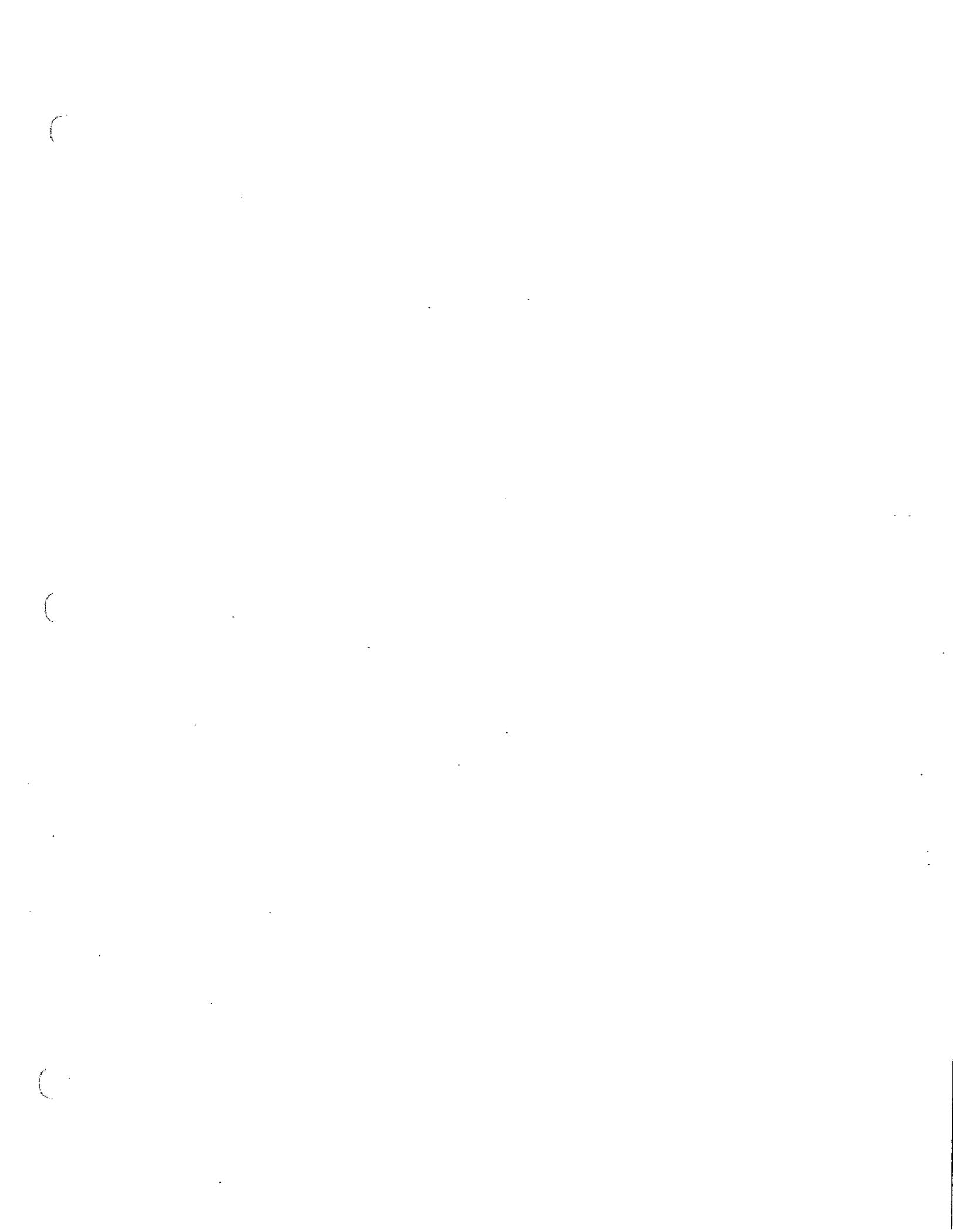
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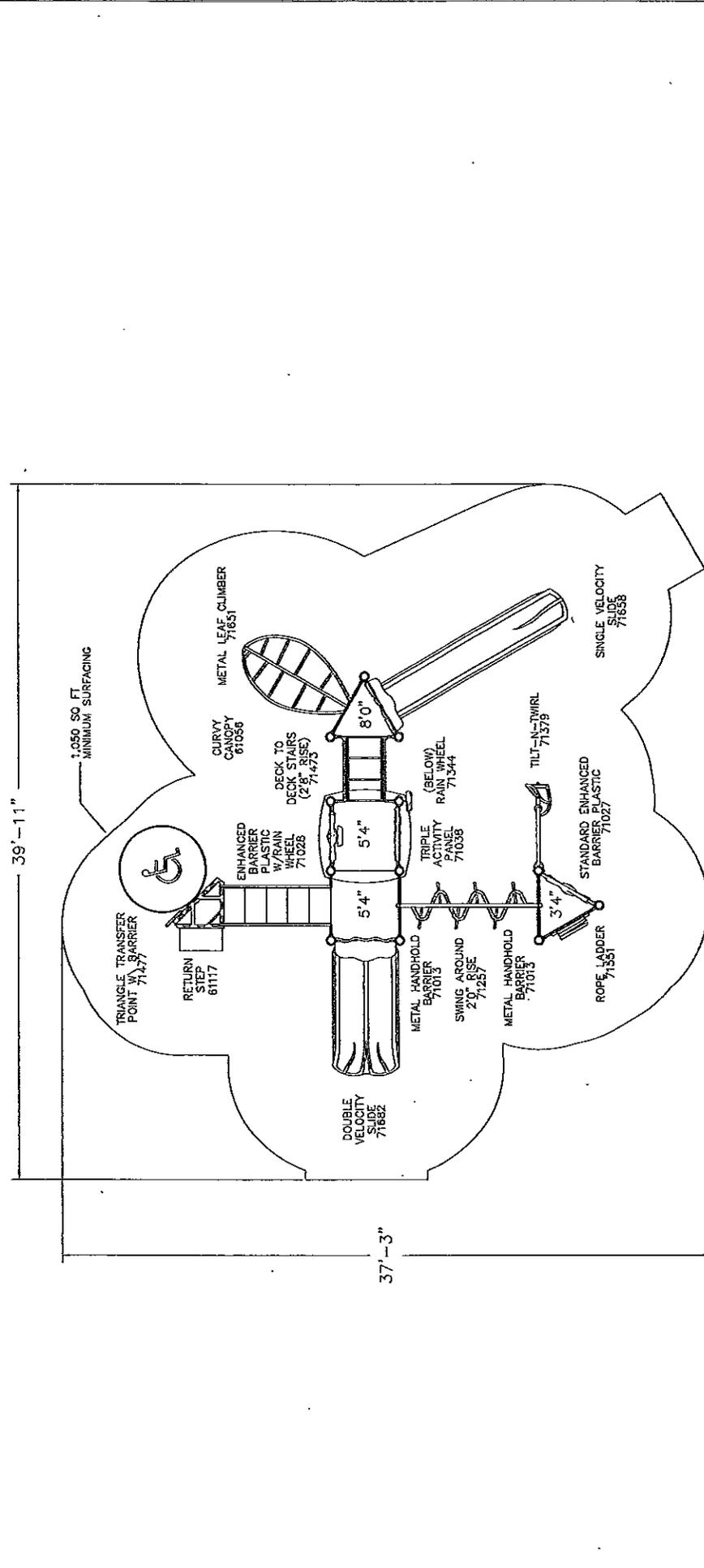




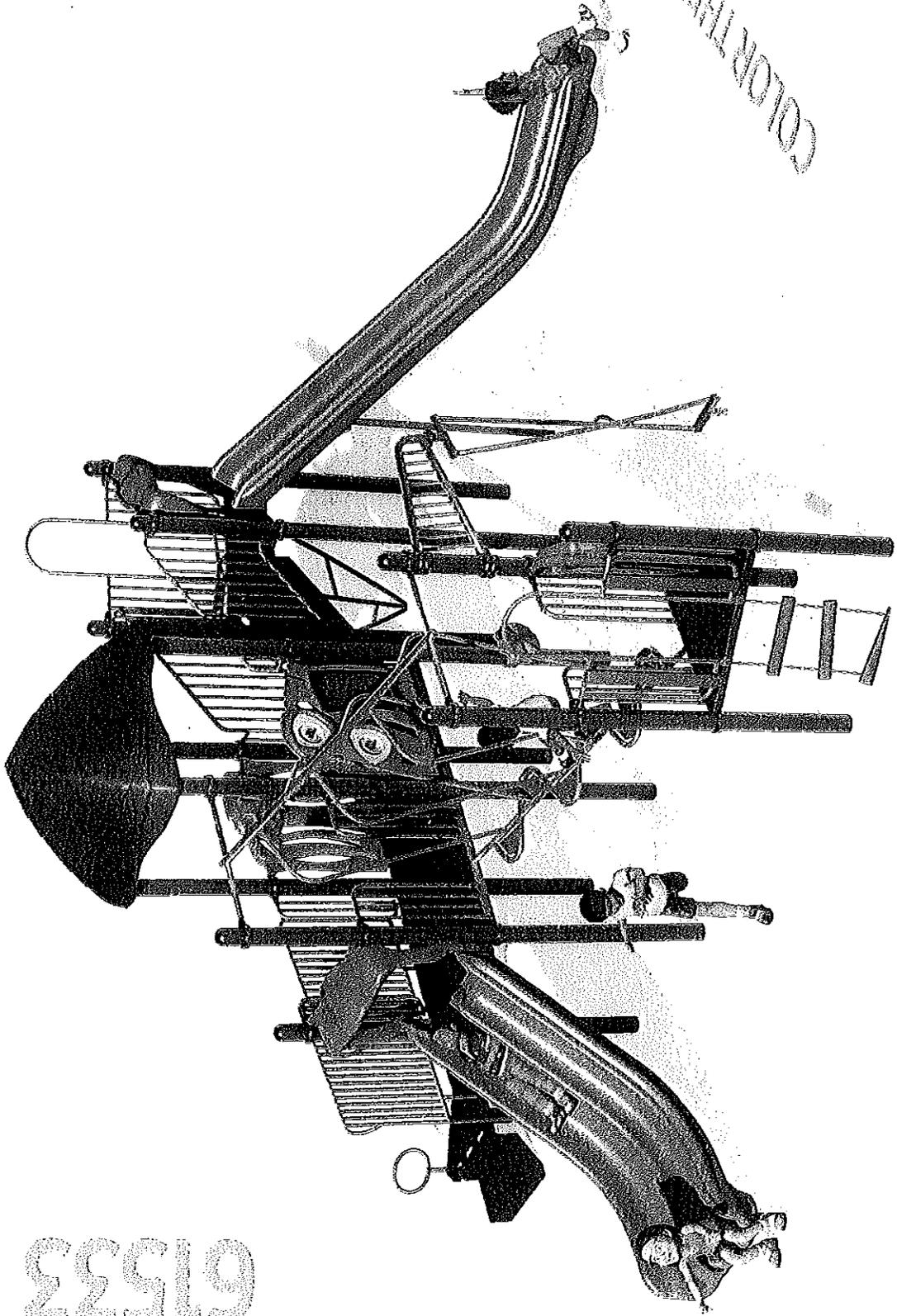


2014 PPS Fall Sale	This play equipment is recommended for children ages 5-12	Minimum Area Required: 39'-11" x 37'-3"	Scale: 3/16" = 1'-0" This drawing can be scaled only when in an 11" x 17" format.	Drawn By: Chris Yates Date: 7/30/14 Drawing Name: 630-80754B	 <p>401 Chestnut St., Ste. 410 Chattanooga, TN 37402 800-727-1907 / www.playpark.com</p>		<p>Total Play Components: 9</p> <p>Elevated Play Components: 7</p> <p>Elevated Play Components Accessible by Ramp: 0</p> <p>Elevated Components Accessible by Transfer: 7</p> <p>Accessible Ground Level Components Shown: 2</p> <p>Different Types of Ground Level Components: 2</p>	<p>User Capacity: 30-40</p> <p>Critical Fall Height: 8'-0"</p>
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Play & Park Structures

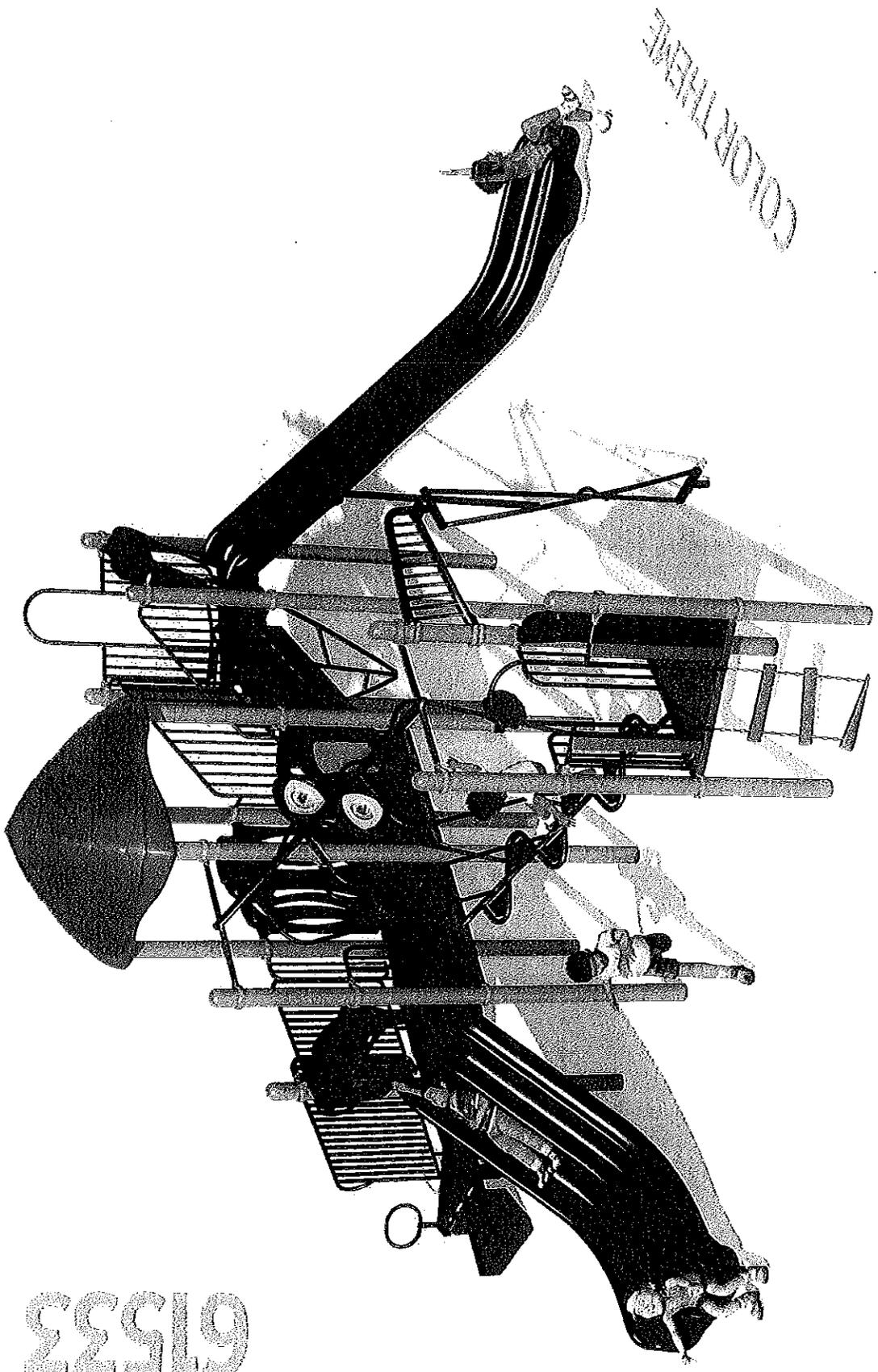


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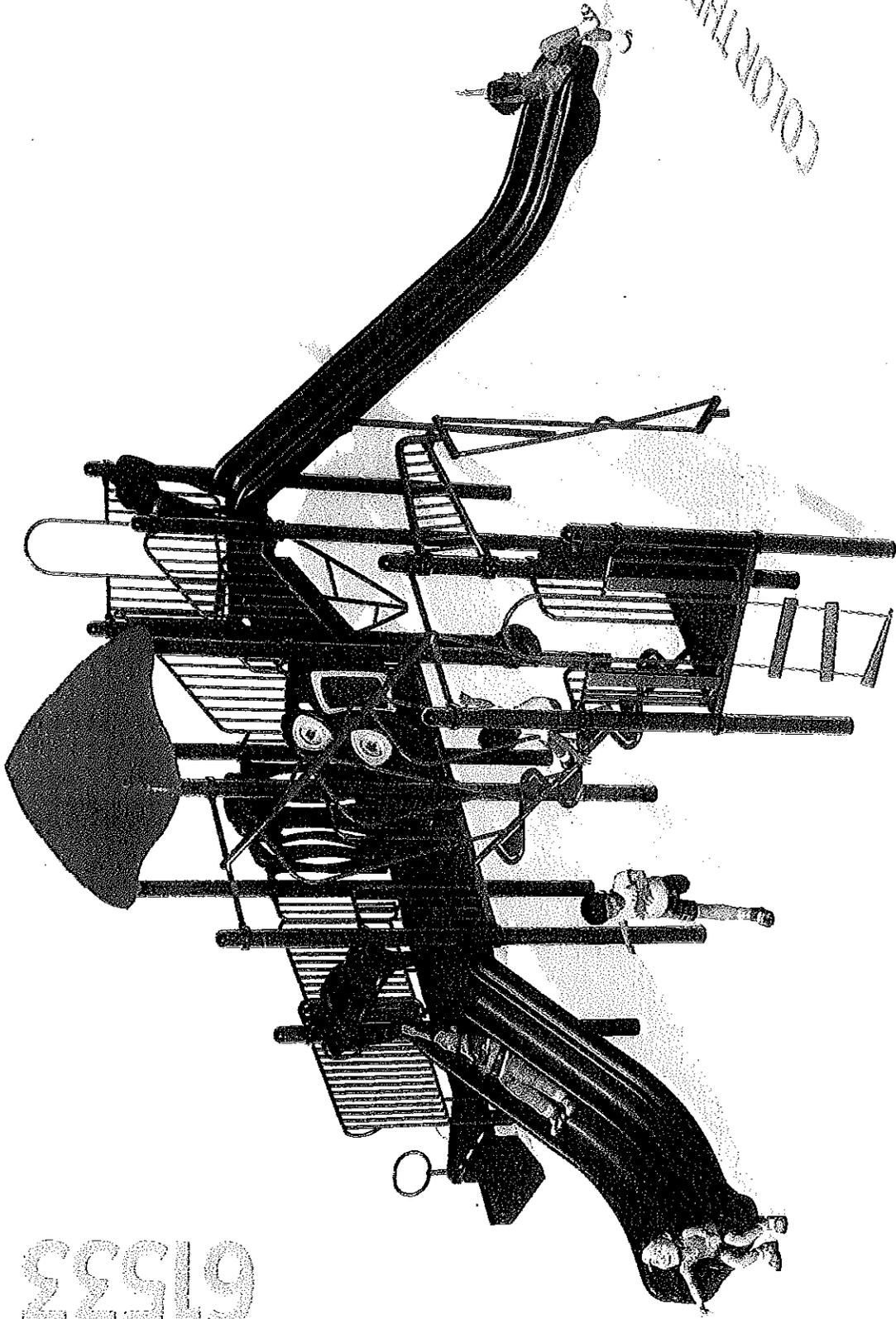
COLOR THESE

61533



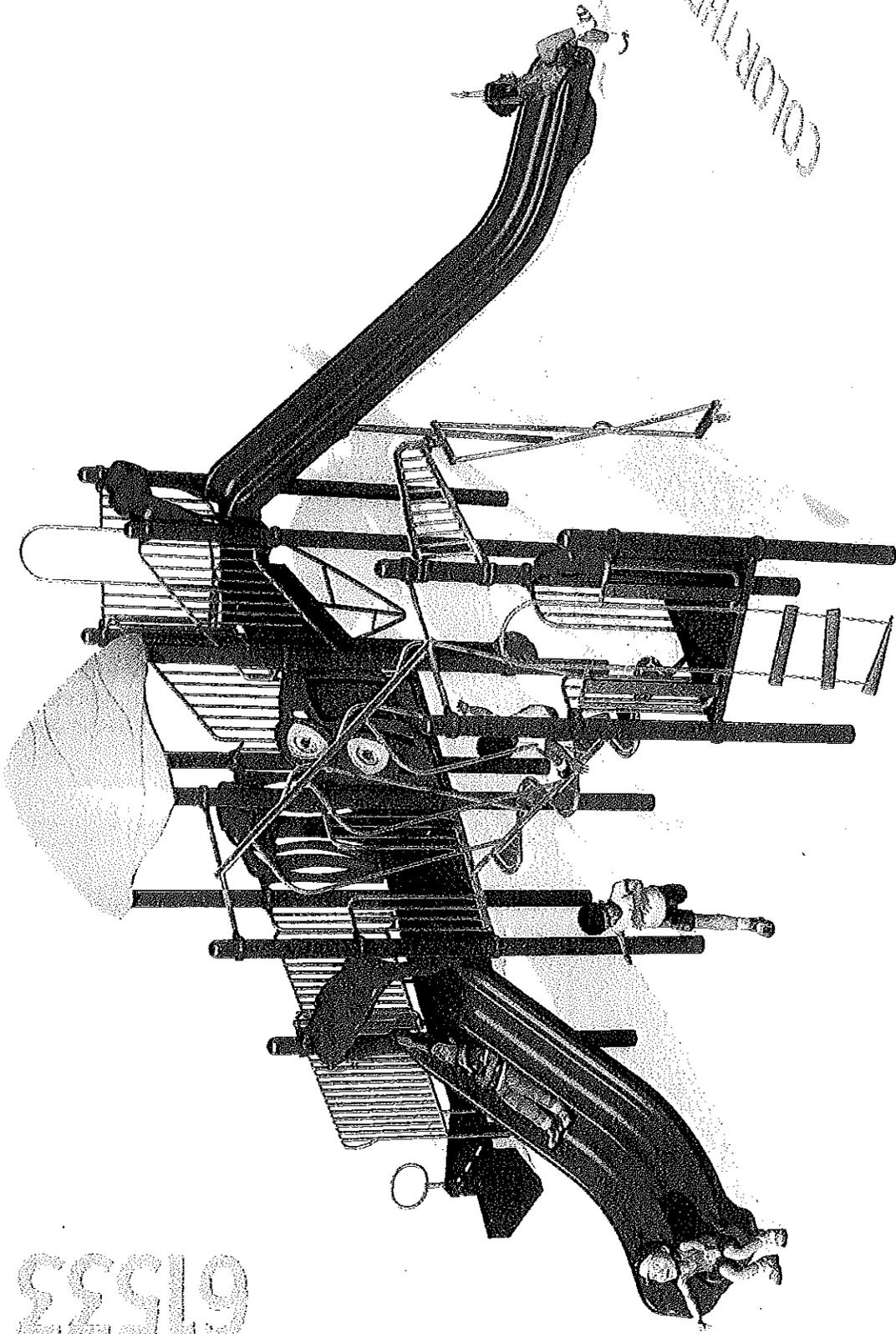
COLOR THEME

61533



COLOR THEME

61533



COLOR THEME

61533

# IPEMA Certificate of Compliance



**ISSUE DATE: 3/21/16 - Heber Park (5-12) Bonanza 61533**

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

To verify product certification, visit [www.ipema.org](http://www.ipema.org)

**MANUFACTURER**  
 Play & Park Structures  
 150 Playcore Drive SE  
 Fort Payne, AL 35967-5241

INTERNATIONAL  
 PLAY EQUIPMENT  
 MANUFACTURERS  
 ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
60059	Supermax	120" POST W/CAP ALUMINUM
60060	Supermax	144" POST W/CAP ALUMINUM
60088	Supermax	168" POST W/CAP ALUMINUM
60944	Supermax	Post, Aluminum, 180" W/O Cap
60946	Supermax	Post, Aluminum, 180" W/Cap
60947	Supermax	Post, Aluminum, 156" W/ Cap
61117	Supermax	Return Step
71000	Supermax	Square Deck



America

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

# IPEMA Certificate of Compliance



To verify product certification, visit [www.ipeusa.org](http://www.ipeusa.org)

**ISSUE DATE: 3/21/16 - Heber Park (5-12) Bonanza 61533**

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

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**MANUFACTURER**  
 Play & Park Structures  
 150 Playcore Drive SE  
 Fort Payne, AL 35967-5241

INTERNATIONAL  
 PLAY EQUIPMENT  
 MANUFACTURERS  
 ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
71001	Supermax	Equilateral Triangle Deck
71013	Supermax	Metal Barrier
71027	Supermax	Enhanced Barrier
71028	Supermax	Enhanced Barrier W/Rain Wheel
71031	Supermax	Ring Clamp Assembly
71038	Supermax	Triple Activity Panel
71257	Supermax	Swing Around - 2'-0" Rise
71344	Supermax	Rain Wheel



You may verify this certificate by visiting IPEMA's website at <http://ipeusa.org>

# IPEMA Certificate of Compliance



**ISSUE DATE: 3/21/16 - Heber Park (5-12) Bonanza 61533**

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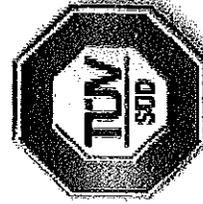
The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

To verify product certification, visit [www.ipema.org](http://www.ipema.org)

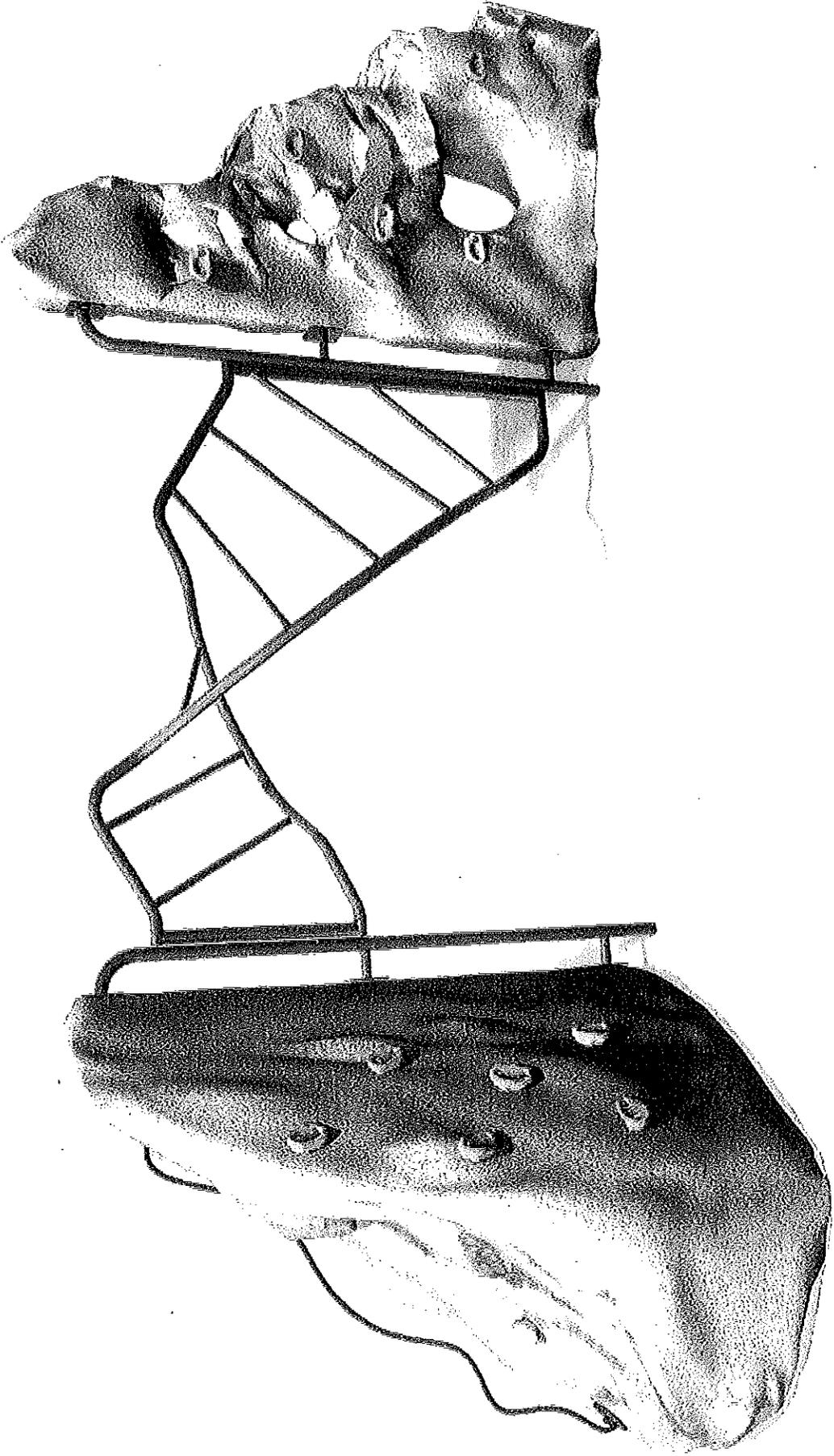
**MANUFACTURER**  
 Play & Park Structures  
 150 Playcore Drive SE  
 Fort Payne, AL 35967-5241

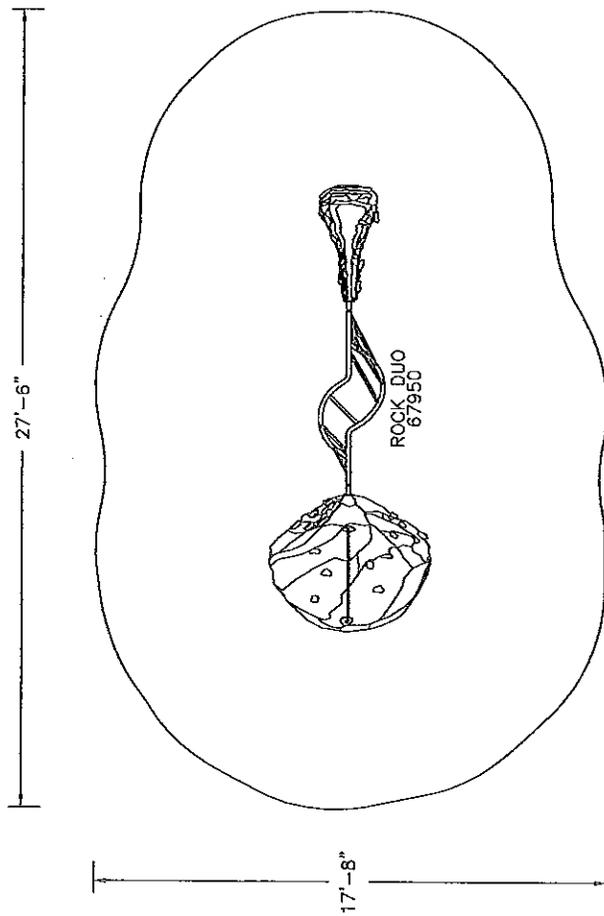
INTERNATIONAL  
 PLAY EQUIPMENT  
 MANUFACTURERS  
 ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
71379	Supermax	Tilt and Spin
71473	Supermax	Deck To Deck Stairs 2'8" Rise
71477	Supermax	Triangle Transfer Point W/Barrier 5'4"
71551	Supermax	Rope Ladder 3'4"
71651	Supermax	Tree Climber
71658	Supermax	Single Velocity Slide 8'
71682	Supermax	double Velocity Slide 5'4"
G60947	Supermax	Post, Galvanized, 156" W/ Cap



You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

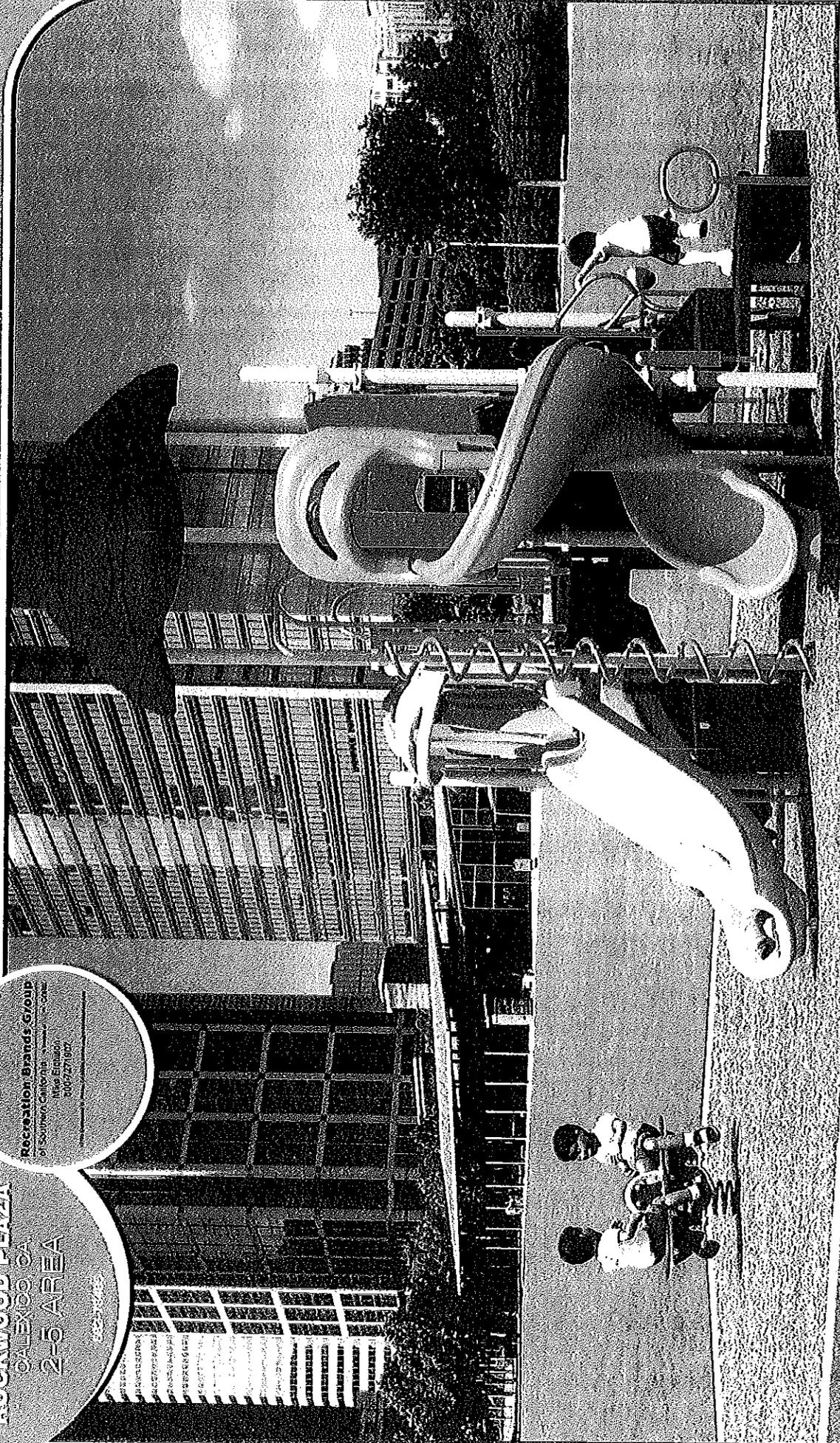




**ROCKWOOD PLAZA**  
CALEXICO CA  
2-5 AREA

882-3400

Recreation Brands Group  
2150 Main Campus  
Irvine, California  
714-927-0072



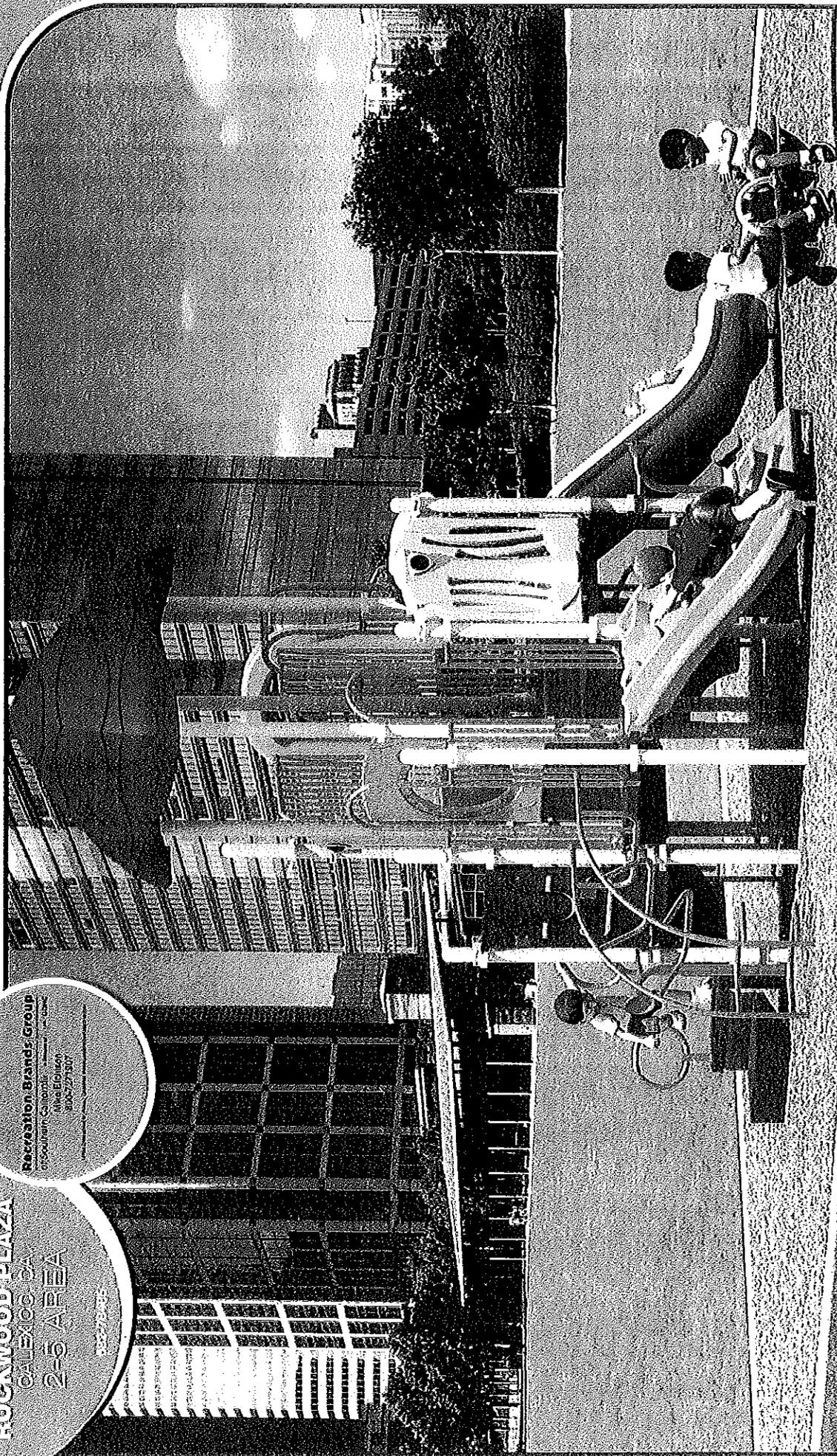
play&park  
structures  
A U.S. COOPER COMPANY

© 2005 Recreation Brands Group, Inc.

**ROCKWOOD PLAZA**  
**CALEXICO, CA**  
**2-5 AREA**

RECREATION BRANDS

Recreation Brands Group  
10000 North Central  
Suite 100  
Dallas, TX 75243  
972-271-1111



**play & park**  
**structures**  
A PLAY & PARK GROUP COMPANY

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1'4" Rise

Stairs

Return Step

Triangle Transfer Point

Telephone Tube

1'4"

Loop Arch Climber

Flower Maze Panel

2'8"

Bubble Panel

3'4"

4'8"

4'

5'4"

Whistle

6"

Curvy Canopy

Coil Climber

Telephone Tube

Enhanced Barrier

w/ Rainwheel

Deep Kettle Drum (Below Deck)

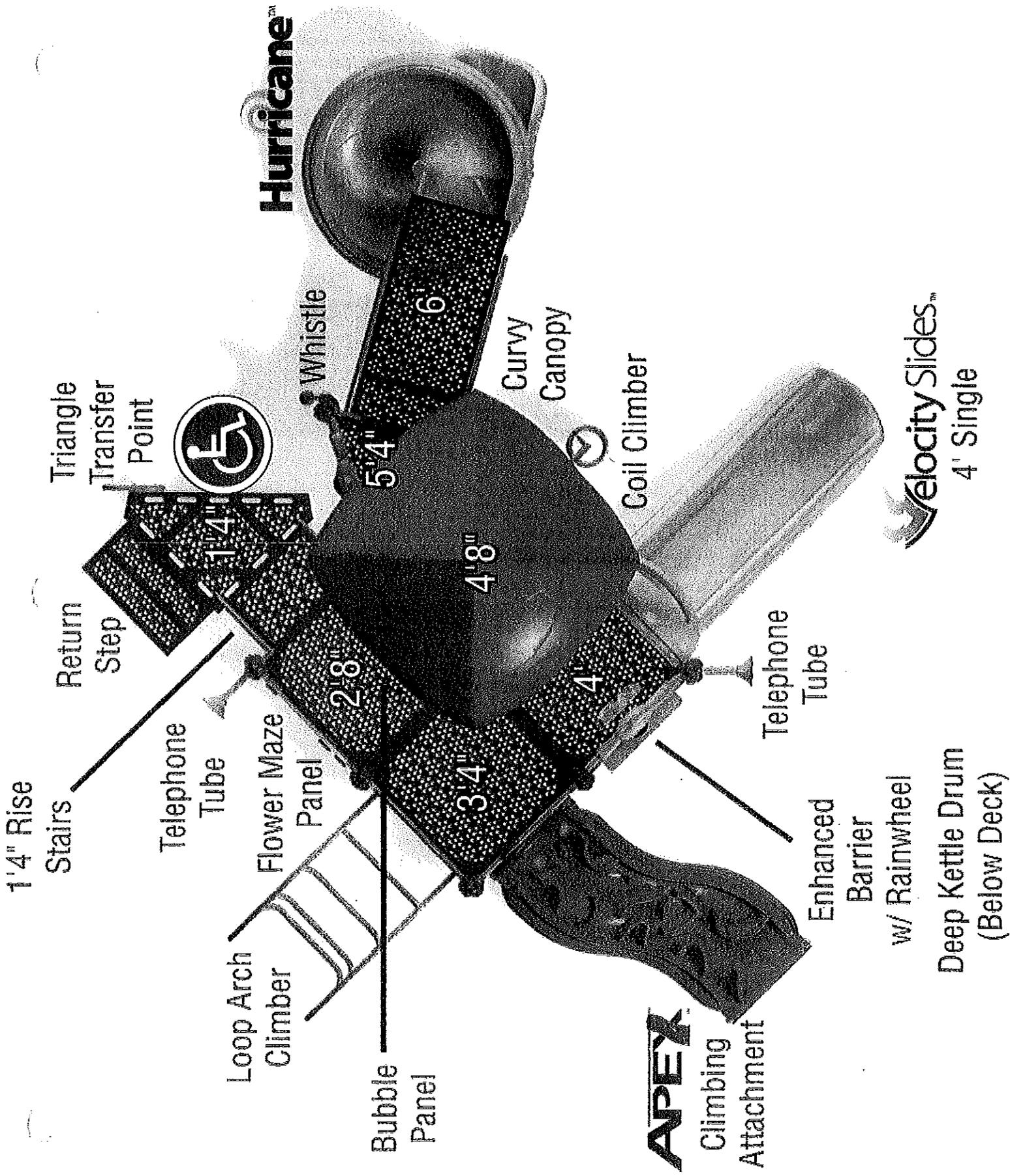
Hurricane™

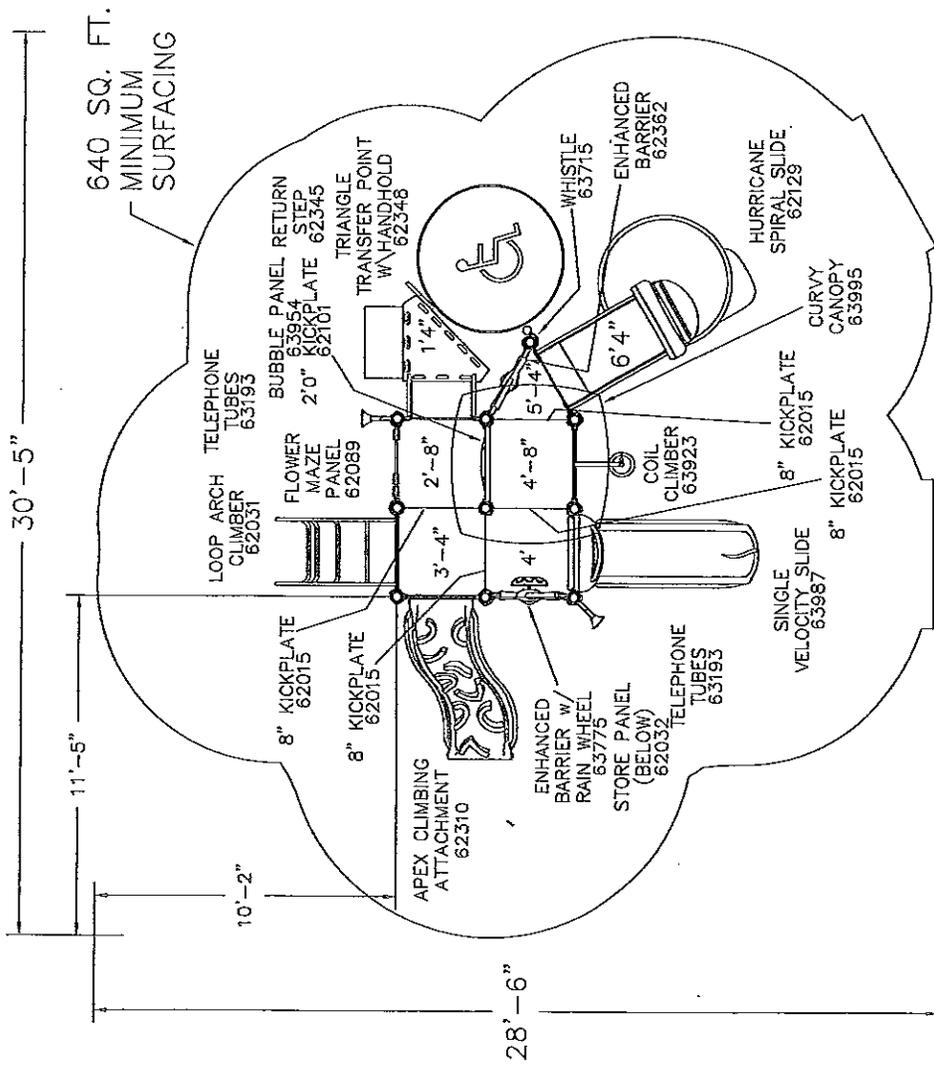
**APEX**

Climbing Attachment

Velocity Slides™

4' Single





640 SQ. FT.  
MINIMUM  
SURFACING

30'-5"

11'-5"

10'-2"

28'-6"

LOOP ARCH TELEPHONE  
CLIMBER  
62031

BUBBLE PANEL RETURN  
STEP  
63954  
27" KICKPLATE  
62345

TRIANGLE  
TRANSFER POINT  
W/ HANDHOLD  
62348

WHISTLE  
63715

ENHANCED  
BARRIER  
62362

HURRICANE  
SPIRAL SLIDE  
62129

CURVY  
CANOPY  
63995

8" KICKPLATE  
62015

Play & Park Structures  
62471  
Maximum Outlook

This play equipment is recommended for children ages 2-5

Minimum Area Required: 30'-5" X 28'-6"  
Scale: 1/4" = 1'-0"  
This drawing can be scaled only when in an 11" X 17" format

**IMPORTANT:** Never install play equipment over hard, unyielding surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

It is the manufacturer's opinion that the structure shown herein complies with current code standards concerning proper accessibility if used with surfacing and together with other necessary ground level play equipment.

Drawn By: Chris Yates  
Date: 12/13/12  
Drawing Name: 62471

play & park structures  
401 Chestnut St., Ste. 310  
Chattanooga, TN 37402  
800-727-1927  
www.playandpark.com

ISO  
9001  
CERTIFIED

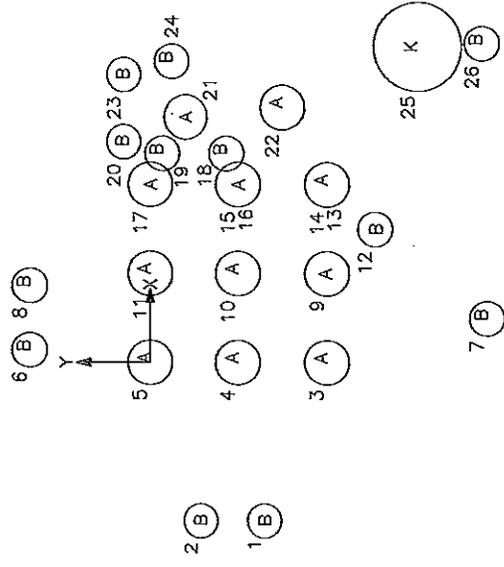
ORDER# 3337625

Total Play Components	11	8	0	7	3	3
Elevated Play Components	8	0	7	3	3	0
Elevated Play Components Accessible by Ramp	0	0	7	3	3	0
Elevated Components Accessible by Transfer	7	0	0	0	0	0
Accessible Ground Level Components Shown	3	0	0	0	0	0
Different Types of Ground Level Components	3	0	0	0	0	0
Use Capacity:	25-35					
Critical Fall Height:	6'-4"					





HOLE	FOOTINGS ORDNATE TABLE		
	X	Y	DIAG
1	-5'-4"	-3'-11"	6'-7 1/2"
2	-5'-4"	-1'-9"	5'-7 1/2"
3	0"	-6'	6'
4	0"	-3'	3'
5	0"	0"	0"
6	5'	4'-1"	4'-1"
7	1'-6"	-11'-5"	11'-6"
8	2'-7"	4'-1"	4'-10"
9	3'	-6'	6'-8 1/2"
10	3'	-3'	4'-3"
11	3'	0"	3'
12	4'-6"	-7'-7 1/2"	8'-10"
13	6'	-6'	8'-6"
14	6'	-6'	8'-6"
15	6'	-3'	6'-8 1/2"
16	6'	-3'	6'-8 1/2"
17	6'	0"	6'
18	7'-0 1/2"	-2'-7 1/2"	7'-6"
19	7'-0 1/2"	-5"	7'-0 1/2"
20	7'-5"	11"	7'-6"
21	8'-3"	-1'-2 1/2"	8'-4 1/2"
22	8'-7"	-4'-6"	9'-8 1/2"
23	9'-8 1/2"	11"	9'-9"
24	10'-1 1/2"	-9"	10'-2"
25	10'-8"	-9'-0 1/2"	14'
26	10'-9"	-11'-3"	15'-6 1/2"



	Total Play Components	11	
	Elevated Play Components	8	
	Elevated Play Components Accessible by Ramp	0	Req. 0
	Elevated Components Accessible by Transfer	7	Req. 4
	Accessible Ground Level Components Shown	3	Req. 3
Different Types of Ground Level Components	3	Req. 3	
			User Capacity 25-35
			Critical Fall Height 6'-4"

ORDER# 3337625



Play & Park Structures  
62471  
Maximum Outlook

This play equipment is recommended for children ages 2-5

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play & park structures  
401 Chestnut St., Ste. 310  
Chattanooga, TN 37402  
800-237-1897  
www.playandpark.com

# IPEMA Certificate of Compliance



**ISSUE DATE: 3/21/16 - 62471 Maximum Overlook**

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To verify product certification, visit [www.ipema.org](http://www.ipema.org)

**MANUFACTURER**  
 Play & Park Structures  
 150 Playcore Drive SE  
 Fort Payne, AL 35967-5241

INTERNATIONAL  
 PLAY EQUIPMENT  
 MANUFACTURERS  
 ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
62007	Duramax	3-1/2" O.D. X 120" POST W/CAP ALUMINUM
62015	Duramax	Duramax Kickplate 8"
62022	Duramax	3 1/2" O.D. X 108" Aluminum Post W/Cap
62031	Duramax	DM LOP ARCH CLIMBER W/PANELS - 4'
62032	Duramax	DURAMAX STORE PANEL - HDPE
62089	Duramax	Flower Maze Panel
62101	Duramax	DM Extra Large Kickplate
62129	Duramax	Hurricane Spiral Slide, 64"



America

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

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**MANUFACTURER**  
 Play & Park Structures  
 150 Playcore Drive SE  
 Fort Payne, AL 35967-5241

INTERNATIONAL  
 PLAY EQUIPMENTS  
 MANUFACTURERS  
 ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
62299	Duramax	3-1/2" O.D. X 156" Aluminum Post W/Cap
62303	Duramax	3 1/2" O.D. X 180" Aluminum Post W/O Cap
62310	Duramax	Apex Climbing Attachment
62345	Duramax	Return Step
62348	Duramax	Triangle Transfer Point W/Handhold 2' 8"
62362	Duramax	Barrier Panel
63193	Duramax	Telephone Tube
63715	Duramax	Whistle

**ISSUE DATE: 3/21/16 - 62471 Maximum Overlook**

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**MANUFACTURER**  
 Play & Park Structures  
 150 Playcore Drive SE  
 Fort Payne, AL 35967-5241

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
63775	Duramax	Enhanced Barrier W/Rain Wheel
63923	Duramax	Coil Climber 4' 8"
63987	Duramax	Fast Four Slide, 4'
63995	Duramax	Curvy Canopy

**ISSUE DATE: 3/21/16 - 62471 Maximum Overlook**

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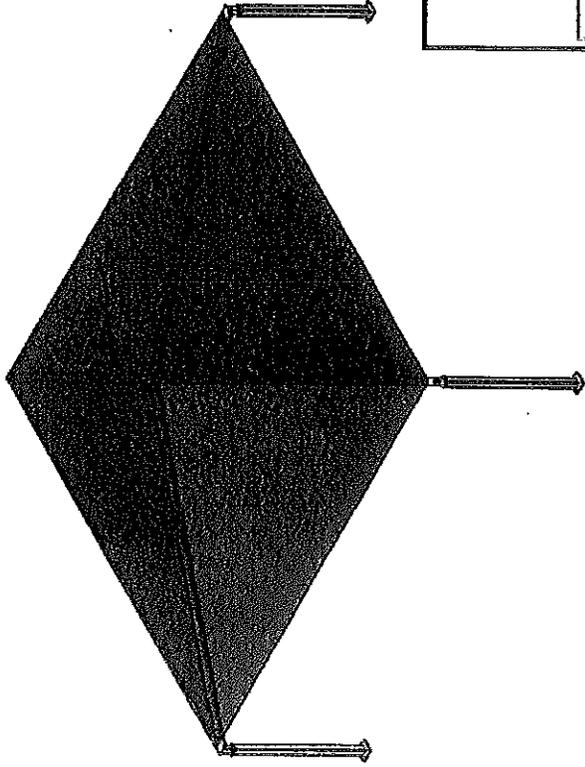
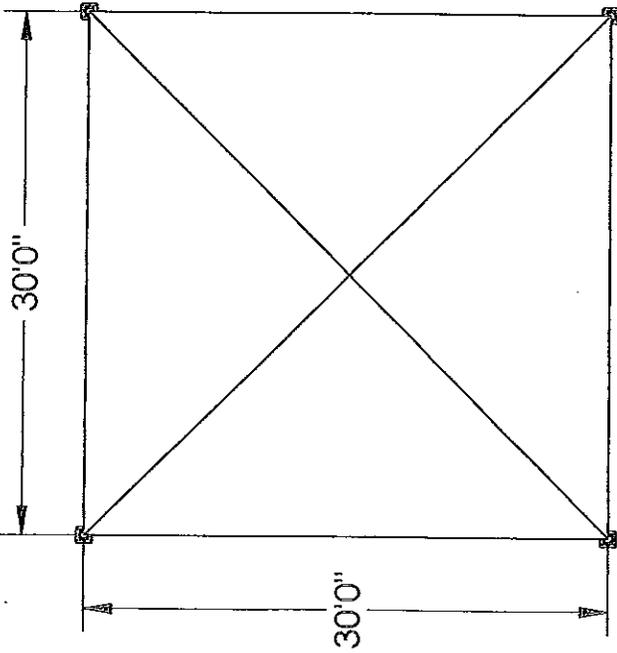
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INTERNATIONAL  
 PLAY EQUIPMENT  
 MANUFACTURERS  
 ASSOCIATION



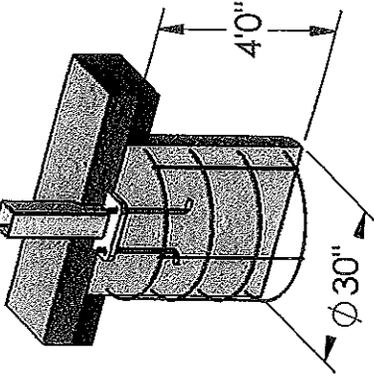
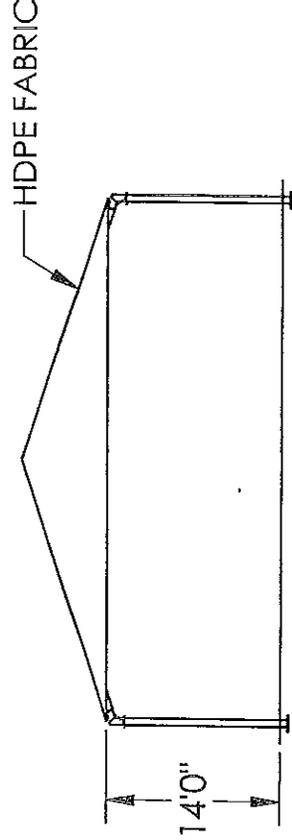
America

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>



Ultrashade Systems, Inc.

PROPRIETARY DOCUMENT  
 1675 Locust Street  
 Red Bud, IL 62278  
 Phone (618) 282-8200  
 Fax (618) 282-8202



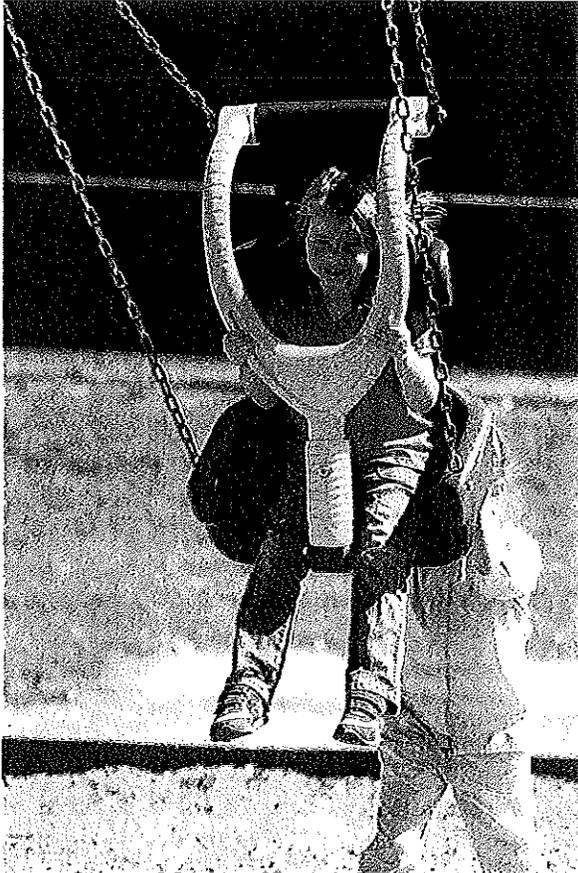
REBAR CAGE  
 (6) #6 VERTICAL  
 #4 TIES @ 8" O.C.

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED FABRICATION TOLERANCES DISTANCE: 1/16" ANGLE: 2°	
FABRICATION OF ALL EQUIPMENT MUST COMPLY WITH "ULTRA PLA Y" DESIGN STANDARDS"	
TYPE OF DWG.	DRAWN BY
INS	JAA
DATE	REVISED
3/20/13	
CATALOG REFERENCE	

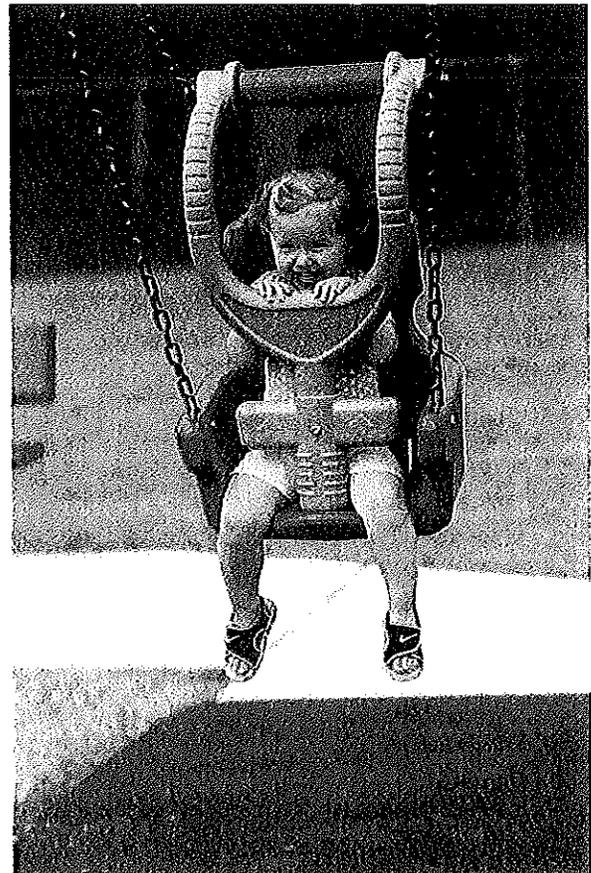
Square 30' Shade  
 14' eave  
 Model Number  
**SQ30S-14-FB**

\*\*FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL\*\*  
 \*\*PRELIMINARY - NOT FOR CONSTRUCTION\*\*

The Made-for-Me Swing Seat promotes physical, social, and cognitive development, and offer certain therapeutic benefits, including movement and perceptual skills, spatial awareness, general fitness, social interaction, mental representation, and sensory integration, including vestibular development (balance). This Seat is one of the only full-support seats that's age and size specific.



Made-for-Me Seat  
ages 5-12



Made-for-Me Seat  
ages 2-5

### Features & Benefits

- Integrates a smooth and synchronized movement pattern
- Emphasizes the importance of timely energy transfer during movement
- Promotes aerobic fitness, muscular force, and whole-body awareness

Play Value :



Physical



Sensory



Social/Emotional



Cognitive

The Standard Tripod Swing promotes physical, social, and cognitive development, and offer certain therapeutic benefits, including movement and perceptual skills, spatial awareness, general fitness, social interaction, mental representation, and sensory integration, including vestibular development (balance). The Tripod Swing casting by Play & Park allows for easy maintenance and simplified modularity. This permits an easy addition of swing bays years after the initial installation.



### Features & Benefits

- Integrates a smooth and synchronized movement pattern
- Emphasizes the importance of timely energy transfer during movement
- Promotes aerobic fitness, muscular force, and whole-body awareness

Play Value :



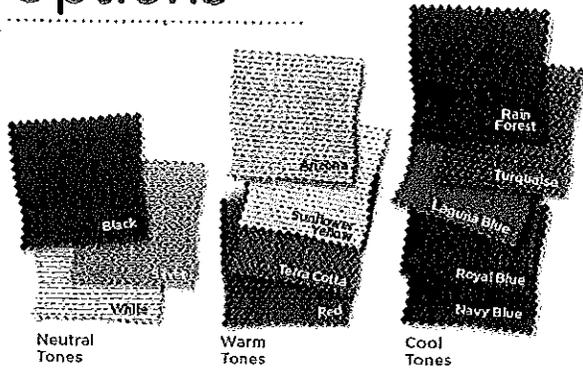
Physical



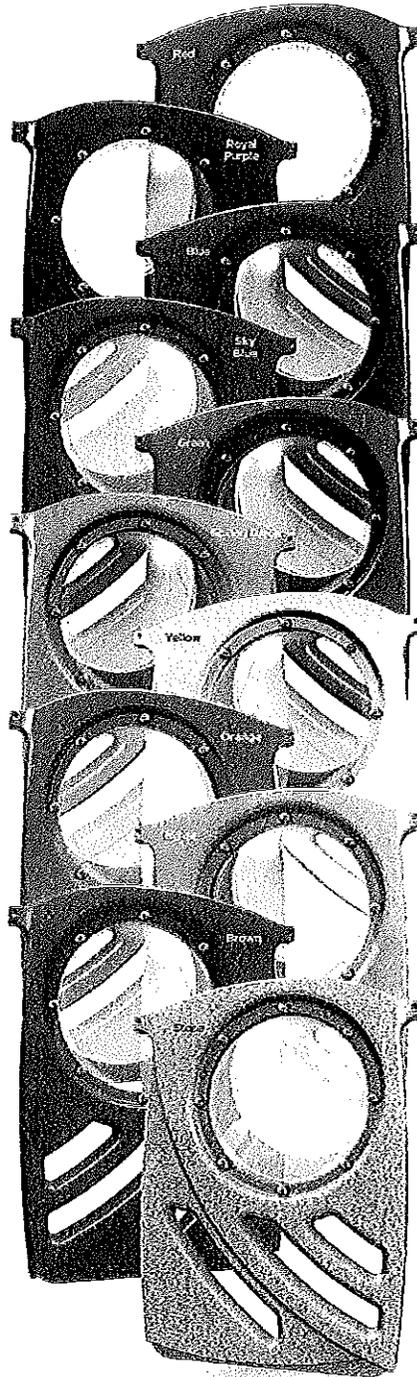
Social/Emotional

# Custom Color Options

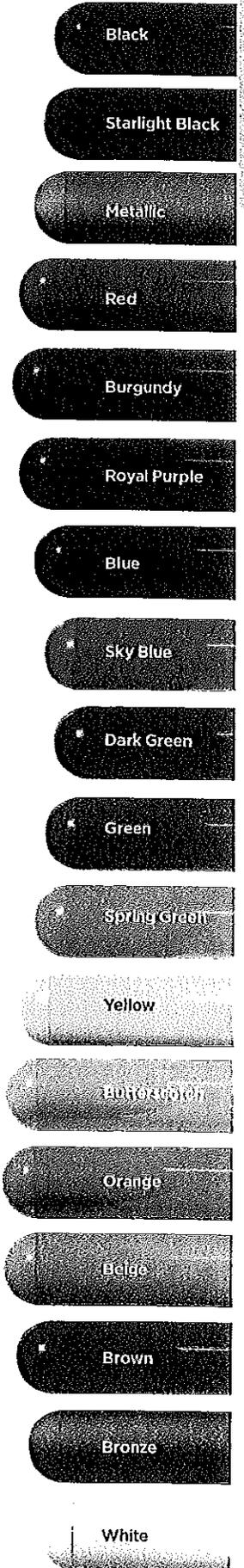
**Fabric Shade Color Options**  
All standard powder coat colors are available for metal accents.



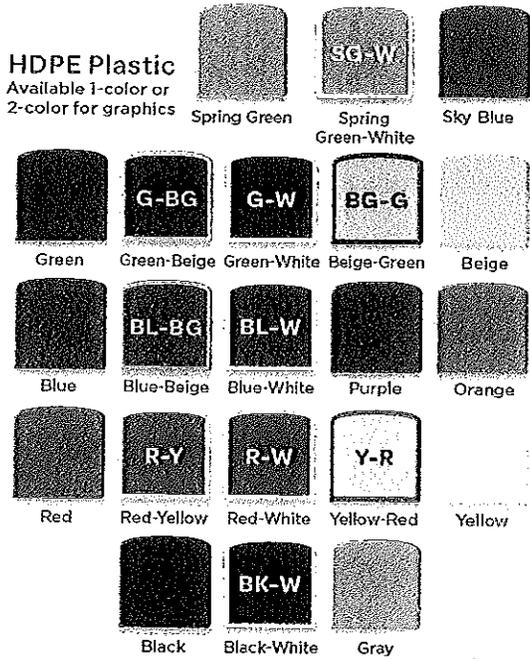
**Rotomolded Plastic Colors**  
Choose from 11 Rotomolded Colors



**Metal Colors**  
Choose from 18 powdercoat colors

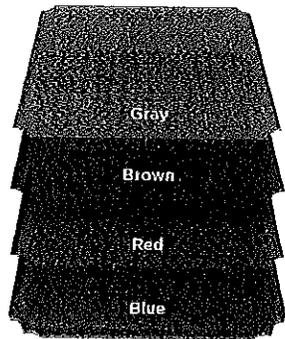


**HDPE Plastic**  
Available 1-color or 2-color for graphics



**Plastisol Deck & Site Colors**

Thermoplastic deck coating is available, ask your sales representative for more information.

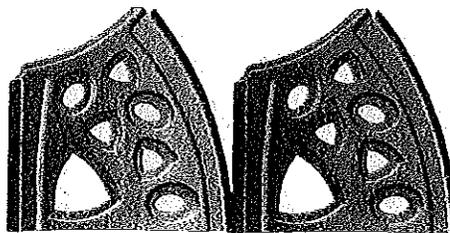


**Stone**

Eco-friendly Plastic made from a more virgin material by eliminating additives and processing.

**Nature Plastic Colors**

Available for Apex, MaxClimb, and Rock Wall Climber.



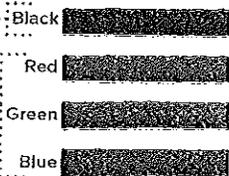
**Sandstone**  
Beige with black flecks

**Deep Granite**  
Gray with black flecks

**Cable Climber Colors**

Boulderscapes Play Systems are only available in Black

SuperMax<sup>®</sup>, DuraMax<sup>®</sup>, and totmax<sup>®</sup> Play Systems are available in Red, Green, or Blue



Skyline<sup>™</sup> and Horizons Play Systems are available in Red or Black

ParkPlay Freestanding NetMax<sup>™</sup> are only available in Red

# Play & Park Structures warranties

## Limited Lifetime Warranty

Limited lifetime warranty on all Play & Park Structures posts, clamps, post caps, and hardware.

## 15 Year Limited Warranty

15-Year limited warranty on SuperMax, DuraMax, totmax, Skyline, Early Horizons: roto molded plastic components, decks, pipes, rails, loops, and rungs.

## 10 Year Limited Warranty

10-Year limited warranty on Health Trail Systems, shade products, fiberglass signage, HDPE panels, pressure treated pine, and redwood products utilized in site furnishings.

## 5 Year Limited Warranty

5-Year limited warranty on swing strap seats, tot seats, and nylon-covered cable net climbers and components.

## 3 Year Limited Warranty

3-Year limited warranty on spring bouncer C-type springs.

## 1 Year Limited Warranty

1-Year limited warranty on spring bouncer coil springs and all other Play & Park Structures products including moving parts.

## Terms & Conditions

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or Play & Park Structures invoice number.

## Play & Park Policies

**Specifications:** Specifications were current at the time of publication. Play & Park Structures has an ongoing policy of product improvement and therefore reserves the right to modify specifications or discontinue products without notice.

**Terms of Sale:** To governmental agencies and tax supported institutions, and those with approved credit, payment is due within 30 days from the date of invoice. A 1.5% per month finance charge will be imposed on all past due accounts. We also accept payment by VISA, MasterCard or American Express. All other orders will require a 50% deposit at the time of order entry. The balance will be due with a certified check upon receipt of shipment (C.O.D.).

**Prices:** Prices are F.O.B. factory and do not include freight charges. All prices listed were current at the time of publication and quoted in U.S. Funds. Due to the abnormally high cost of fuel and its impact on many of the materials used in our industry, quotations are valid for 30 days only and prices may be subject to material and fuel surcharges at the time of shipment. Prices are subject to change without notice. Current prices will apply at the time of shipment.

**Freight charges:** Freight charges are determined and collected by the carrier unless Play & Park Structures is requested and agrees to prepay and add these costs to the invoice.

**Taxes:** If applicable, taxes will be added to the invoice except when a tax-exempt certificate is provided with the purchase order at the time of order entry.

**Minimum Order:** Our minimum order is US \$50.00.

**Order Cancellation:** Once accepted, orders can be canceled only with the consent of Play & Park Structures, and on terms which will indemnify Play & Park Structures against loss. Canceled orders will be subject to a restocking fee. Equipment "built-to-order" is non-cancelable.

**Domestic Shipments:** Unless specifically given routing instructions on the purchase order, shipment will be made via the carrier we consider to be the most economical and practical in reaching the final destination. All domestic shipments are governed by ICC Regulations.

**Delays in Transit:** Play & Park Structures is not responsible for delays in transit and such delays shall not alter our invoicing terms. If your order does not reach you within a reasonable time after being advised that shipment went forward from our plant, Play & Park Structures will assist in the tracking process.

**Loss or Damage in Transit:** Play & Park Structures is not responsible for loss or damage in transit. When we release the material to the carrier, a bill of lading is signed which states that the shipment was received from us complete and in good condition. A copy of this bill of lading is forwarded to you with the shipment and should be checked carefully with the materials you received. Any shortage, discrepancy or damage must be noted on the delivery receipt and signed by the carriers' representative. Failure to note acceptations on the delivery receipt may impair your right to recovery from the carrier.

**Weights:** All published weights are estimated and include appropriate packing materials. Actual weights may vary slightly.

*Pricing valid on orders received prior to November 30, 2012; orders must be shipped within 30 days.*

*\*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.*

## partnership standards & organizations



### Flo-Coat® Galvanized Steel Tubing

Galvanizing provides electrochemical protection to steel, in addition to forming a protective barrier. Allied's unique triple layer Flo-Coat galvanizing process goes even a step further by adding a conversion coating to passivate the zinc, and a clear polymer topcoat that reduces the general corrosion rate of the zinc. This synergy between the coatings allows the zinc to be more effective in protecting uncoated edges.

Cold Formed Steel  
99.99% Pure Zinc  
Conversion Coating  
Clear Polymer  
Powder Coating



### ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, Alabama. Also referred to as the "Green Certification,"

ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation and auditing. As an ISO 14001 certified company, Play & Park controls the environmental impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.

© 2012 Play & Park Structures® "A PlayCore® Company". All Rights Reserved.



### ISO 9001

An industry certification process issued by the International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.



### CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

U.S. CONSUMER PRODUCT SAFETY COMMISSION  
Washington, DC 20207

Website: [www.cpsc.gov](http://www.cpsc.gov) E-mail: [info@cpsc.gov](mailto:info@cpsc.gov)



### DOJ 2010 Standard for Accessible Design

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final rules, fact sheets and analysis are all available at the Department of Justice.

#### ACCESS BOARD

1331 F street, NW, Washington, DC 20004-1111

Website: [www.access-board.gov](http://www.access-board.gov)

E-mail: [ta@access-board.gov](mailto:ta@access-board.gov)

US Department of Justice: [www.ada.gov](http://www.ada.gov)



ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version ASTM F1487-11, published November 2011.

#### ASTM INTERNATIONAL

100 Barr Harbor Drive, PO Box C700

West Conshohocken, PA 19428-2959

Website: [www.astm.org](http://www.astm.org) E-mail: [service@astm.org](mailto:service@astm.org)

#### IPEMA

In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV America, Inc., validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 & 11, or both. The use of corresponding logo in Play & Park Structures' catalog signifies that Play & Park Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard. Check the IPEMA website, [www.ipema.org](http://www.ipema.org), to confirm product validation.

#### IPEMA

4305 N. 6th Street, Suite A,  
Harrisburg, PA 17110

Website: [www.ipema.org](http://www.ipema.org) E-mail: [certification@ipema.org](mailto:certification@ipema.org)



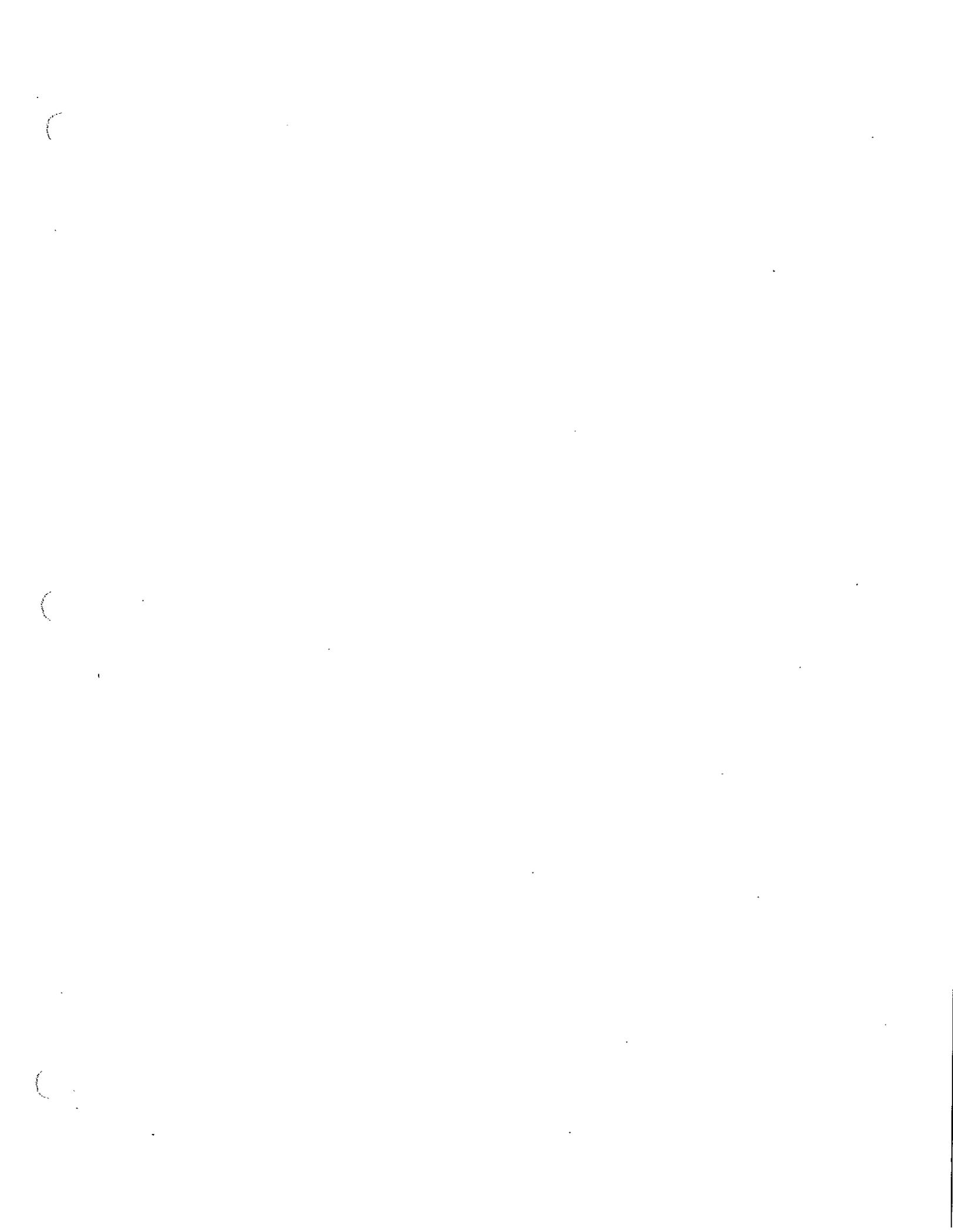
### Boundless Playgrounds

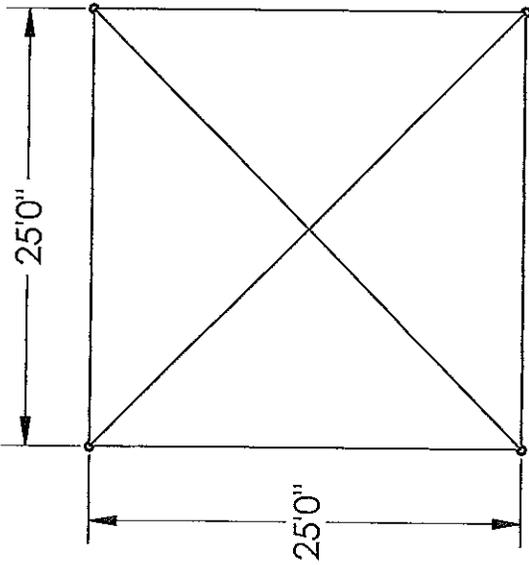
Play & Park Structures is proud to partner with Boundless Playgrounds, Inc. and share their mission to build inclusive playgrounds where children of all abilities can learn and play side by side. On a Boundless Playground, all children gain the proven intellectual, physical, and social developmental benefits of unstructured play. They also develop an acceptance of individuals of all abilities.

## leasing program

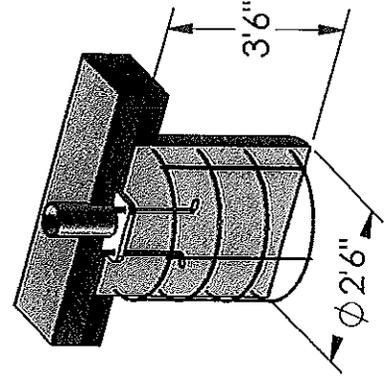
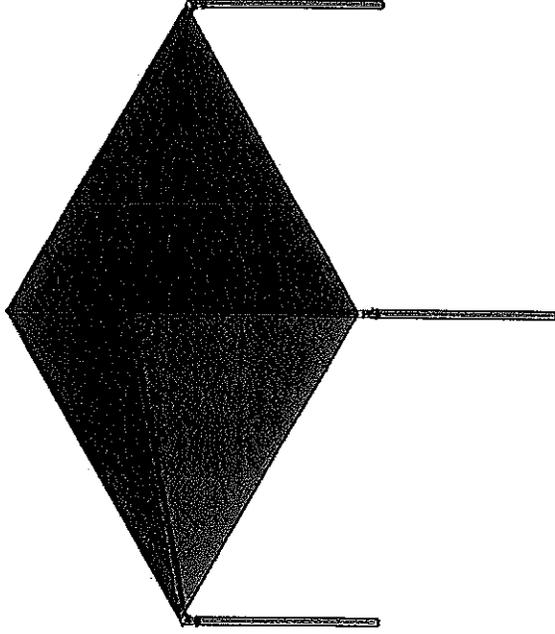
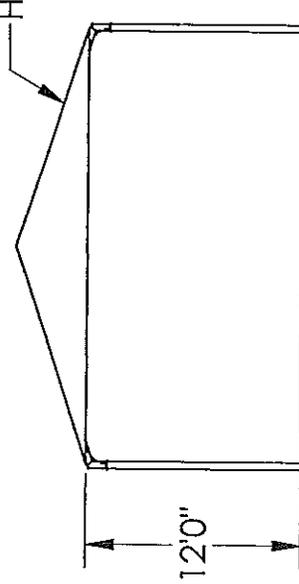
Through a strategic alliance with Marlin Leasing Corporation®, Play & Park is able to provide flexible financing for customers who require funding assistance on their next playground project. Complete our financing request form by scanning the QR code here, and bring play opportunities to your school or community more quickly.







HDPE FABRIC



REBAR CAGE  
 (8) #6 VERTICAL  
 #4 TIES @ 8" O.C.

UltraPlaySystems, Inc.



PROPRIETARY DOCUMENT  
 1675 Locust Street  
 Red Bud, IL 62278  
 phone (618) 282-8200  
 fax (618) 282-8202

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED FABRICATION TOLERANCES DISTANCE: 1/16" ANGLE: 2° FABRICATION OF ALL EQUIPMENT MUST COMPLY WITH "ULTRA PLAY" DESIGN STANDARDS

TYPE OF DWG.	DRAWN BY
INS	JAA
DATE	REVISED
4/1/13	
CATALOG REFERENCE	

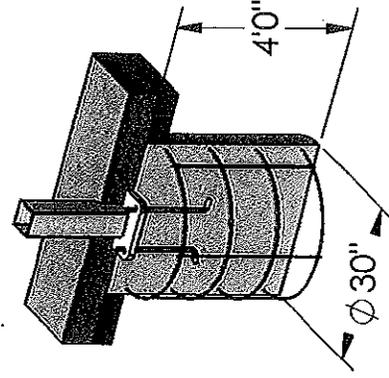
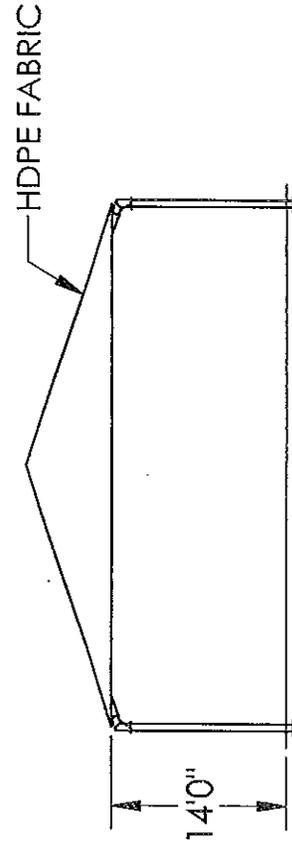
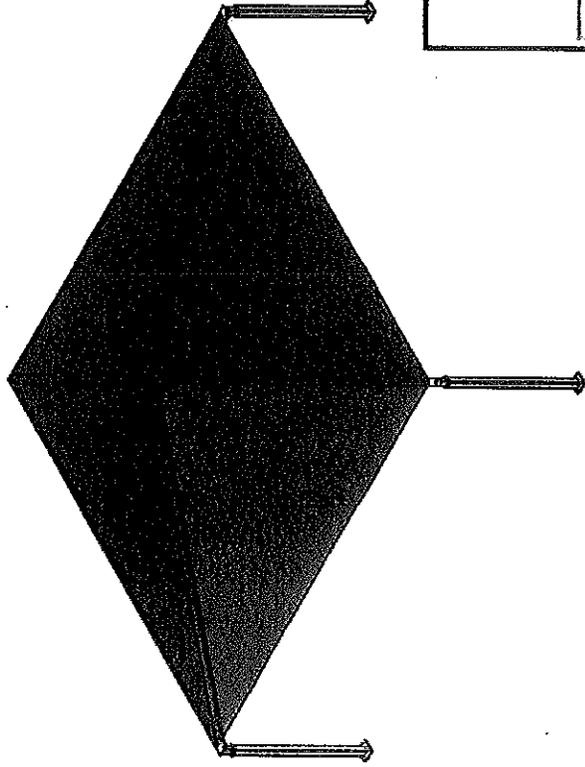
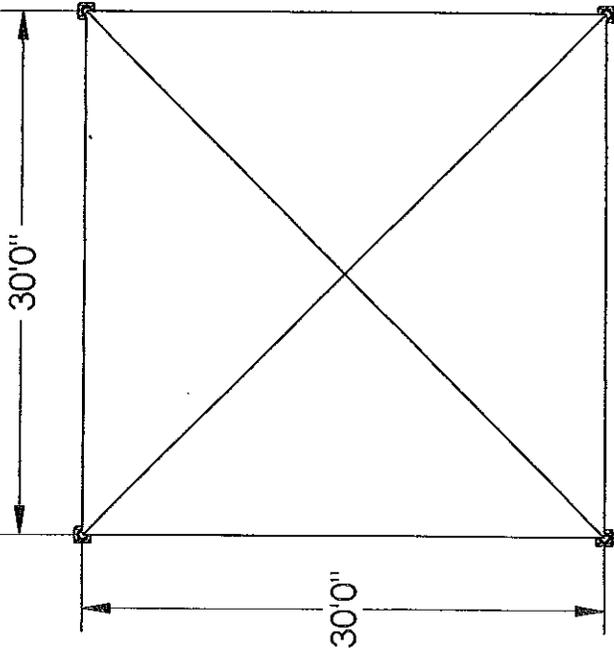
Square 25' Shade  
 12' eave

Model Number

SQ25S-12-FB

SHEET 1 OF 1

\*\*FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL\*\*  
 \*\*PRELIMINARY - NOT FOR CONSTRUCTION\*\*



REBAR CAGE  
 (8) #6 VERTICAL  
 #4 TIES @ 8" O.C.

\*\*FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL\*\*  
 \*\*PRELIMINARY - NOT FOR CONSTRUCTION\*\*

UltraPlaySystems, Inc.

PROPRIETARY DOCUMENT



1676 Locust Street  
 Red Bud, IL 62278  
 phone (800) 282-8200  
 fax (618) 282-8202

ALL DIMENSIONS  
 ARE IN INCHES  
 UNLESS OTHERWISE NOTED  
 FABRICATION TOLERANCES  
 DISTANCE: 1/16"

ANGLE: 2°  
 FABRICATION OF ALL  
 EQUIPMENT MUST COMPLY  
 WITH "ULTRA PLAY"  
 DESIGN STANDARDS"

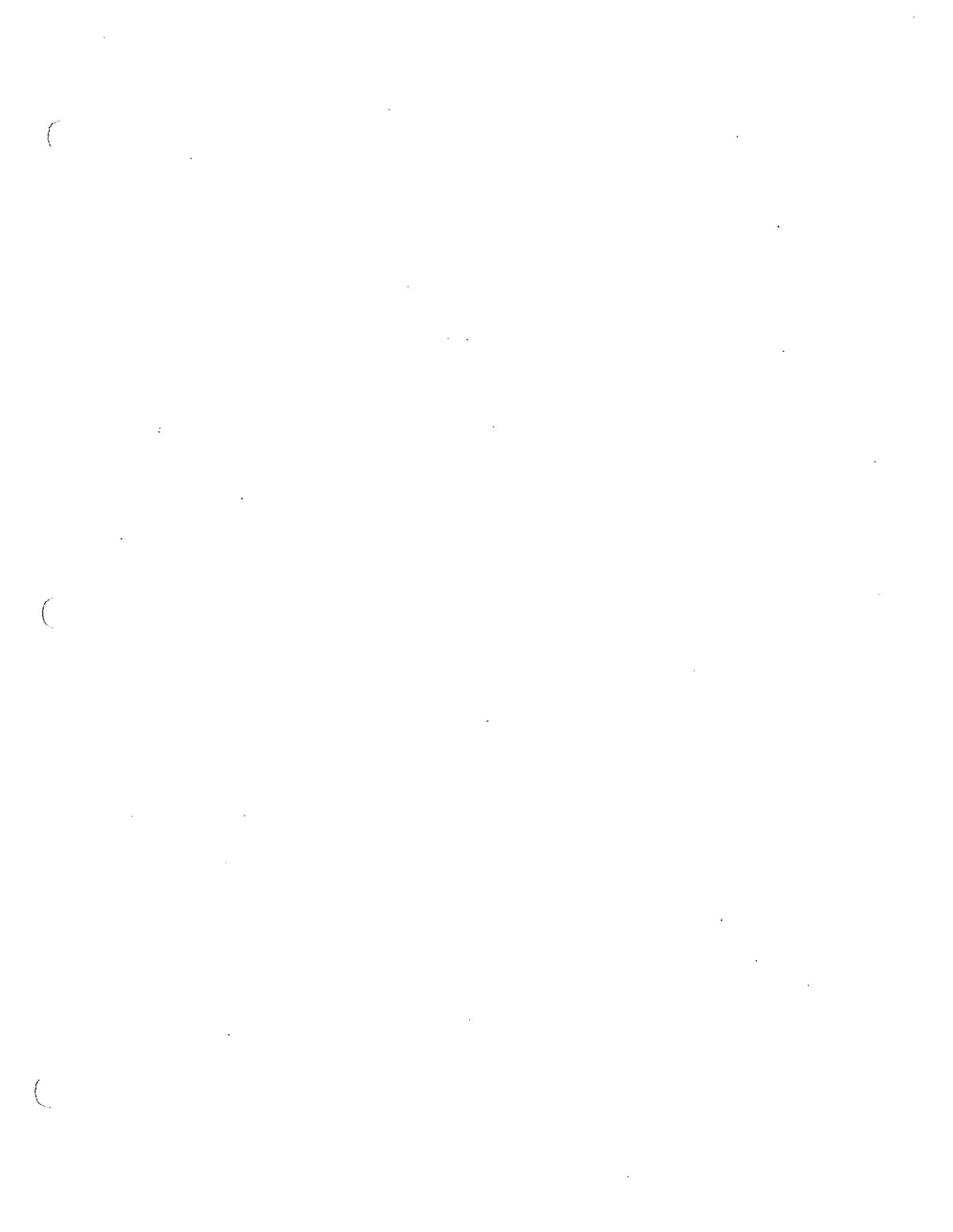
TYPE OF DWG	DRAWN BY
INS	JAA
DATE	REVISED
3/20/13	
CATALOG REFERENCE	

Square 30' Shade  
 14' eave

Model Number

SQ30S-14-FB

SHEET 1 OF 1



# Contractor's License Detail for License # 755160

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.  
 Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.  
 Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.  
 Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

**Business Information**

R E SCHULTZ  
 P O BOX 6  
 SILVERADO, CA 92676  
 Business Phone Number:(714) 649-2627

Entity Sole Ownership  
 Issue Date 10/13/1998  
 Expire Date **10/31/2016**

**License Status**

**This license is current and active.**  
 All information below should be reviewed.

**Classifications**

A - GENERAL ENGINEERING CONTRACTOR

**Bonding Information**

**Contractor's Bond**

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.  
 Bond Number: 100191333  
 Bond Amount: \$15,000  
 Effective Date: 01/01/2016  
 Contractor's Bond History

**Workers' Compensation**

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND  
 Policy Number:9118707  
 Effective Date: 11/27/2014  
 Expire Date: 04/14/2017  
 Workers' Compensation History

**Other**

Personnel listed on this license (current or disassociated) are listed on other licenses.



Press Room | Contact DIR | CA.gov

Go to Search

Home Labor Law **Cal/OSHA - Safety & Health** Workers' Comp Self Insurance Apprenticeship Director's Office Boards

Public Works

## Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

Export as: [Excel](#) | [PDF](#)

### Search Results

2 registered contractors found, displaying all registered contractors. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
<a href="#">View</a>	R E SCHULTZ	1000005688	ORANGE	SILVERADO	06/24/2015	06/30/2016
<a href="#">View</a>	R.E.S. ENTERPRISES INC.	1000033385	ORANGE	SILVERADO	12/29/2015	06/30/2016

v2.20160101

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play&park  
structures®

A PLAYCORE company

BigToys®

A PLAYCORE Company

*Richard Schultz*

**Has Successfully Completed an Intensive Two Day  
Training Session Covering**

Playground Equipment Training Included Actual Hands-On Assembly of Modular System Play Components, Upright Identification, Planning for System Set-Up and the Use of the Ground Plan and Individual Component Specification Sheets in the Assembly Process. This Training Will Prove Valuable in Future Installations of Playground Equipment.

*IN WITNESS WHEREOF, WE HAVE AFFIXED OUR SIGNATURE*

*This 21st day of February, 2014.*



Senior Vice President, General Manager,  
Fort Payne Operations



Vice President of Manufacturing & Planning



TRANSMITTED TO:

R.E. Schultz Construction  
Rick Schultz, Owner  
P.O. Box 6  
Silverado, CA 92676

SUBMITTED BY:

Mike Etchison

Phone:

858-442-3670

Fax:

423-425-3124

## R.E. Schultz Construction Services, Inc.

R.E. Schultz Construction Services, Inc. is knowledgeable & familiar in techniques and procedures required for proper installation of *Play & Park Structures* playground equipment. In recognition of the successful completion and installation of Paakuma K-8 School for San Bernardino City Unified School District and in acknowledgement of the satisfaction of *Play & Park Structures* requirements for qualified installer, R.E. Schultz Construction Services, Inc., is hereby designated an

### QUALIFIED INSTALLER

By receipt of this designation, R.E. Schultz Construction Services, Inc. agrees to install *Play & Park Structures* playground equipment in accordance with *Play & Park Structures* specifications and installation instructions.

This designation is effective from January 2014 to January 2017  
Within the territorial boundaries of *Play & Park Structures* of Southern California.

Regards,

**Mike Etchison, ASLA**

*Licensed Landscape Architect, 3713  
CPSI 21056-1115*



*Of Southern California*

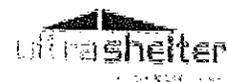
Mobile: 858-442-3670

Fax: 423-425-3124

[metchison@playandpark.com](mailto:metchison@playandpark.com)

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

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





Member ID#  
2015-0416

## Certificate of Playground Contractor Qualification

*This certificate validates that the company below is listed as a Qualified Playground Contractor and a Member of the NPCAI and has the necessary requirements to conduct business.*

*This Certificate is valid until the date of  
September 30, 2016*

**R. E. SCHULTZ CONSTRUCTION**  
**SILVERADO, CALIFORNIA**

*The above named contractor has the proper licensing to conduct business in the following states:*

State License # Additional States

CA 755160

Jack Fry, NPCAI Chairman

October 8, 2015

Date

Denise R. Calabrese, NPCAI Executive Director

October 8, 2015

Date



# National Recreation and Park Association

Let it be known that

## RICHARD SCHULTZ

has met the requirements of the standards set forth by the

National Certification Board

and is hereby granted certification as a

**Certified Playground Safety Inspector**



**Certified  
Playground  
Safety Inspector**

*Candice Rowland*

NATIONAL CERTIFICATION BOARD CHAIRPERSON

*Barbara Tulipone*

NIRPA PRESIDENT AND CEO

2/11/2013

DATE CERTIFIED

163771-0316

CERTIFICATION NUMBER

3/1/2016

EXPIRATION DATE

**SERVICES AGREEMENT  
BETWEEN  
THE CITY OF CALEXICO AND R.E. SCHULTZ CONSTRUCTION**

This AGREEMENT is entered into this 5<sup>th</sup> day of April, 2016, by and between the CITY OF CALEXICO, a municipal corporation and general law city ("CITY") and R.E. Schultz Construction ("COMPANY").

1. **CONSIDERATION.**
  - A. As partial consideration, COMPANY agrees to perform the work listed in the SCOPE OF SERVICES, below;
  - B. As additional consideration, COMPANY and CITY agree to abide by the terms and conditions contained in this Agreement;
  - C. As additional consideration, CITY agrees to pay COMPANY a sum not to exceed two hundred eighty-one thousand two hundred fifty-four dollars and zero cents (\$281,254.00) for COMPANY's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.
2. **SCOPE OF SERVICES.**
  - A. COMPANY will perform services listed in the attached Exhibit "B," which is incorporated by reference.
  - B. COMPANY will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of COMPANY by this Agreement.
3. **PERFORMANCE STANDARDS.** While performing this Agreement, COMPANY will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor COMPANY's services. CITY will notify COMPANY of any deficiencies and COMPANY will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by COMPANY.
4. **PAYMENTS.** For CITY to pay COMPANY as specified by this Agreement, COMPANY must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.
5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to COMPANY for current services

are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of COMPANY services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

**6. ADDITIONAL WORK.**

- A. CITY's City Manager ("Manager") may determine, at the Manager's sole discretion, that COMPANY must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to COMPANY to perform such Additional Work.
- B. If COMPANY believes Additional Work is needed to complete the Scope of Work, COMPANY will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$10,000 for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

**7. FAMILIARITY WITH WORK.**

- A. By executing this Agreement, COMPANY agrees that it has:
  - i. Carefully investigated and considered the scope of services to be performed;
  - ii. Carefully considered how the services should be performed; and
  - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, COMPANY agrees that COMPANY has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should COMPANY discover any latent or unknown conditions that may materially affect the performance of the services, COMPANY will immediately inform CITY of such fact and will not proceed except at COMPANY's own risk until written instructions are received from CITY.

**8. TERM.** The term of this Agreement will be from April 5, 2016 to December 31, 2016. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

**9. TIME FOR PERFORMANCE.**

- A. COMPANY will not perform any work under this Agreement until:
  - i. COMPANY furnishes proof of insurance as required under Section 23 of this

Agreement; and

- ii. CITY gives COMPANY a written notice to proceed.
  - B. Should COMPANY begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at COMPANY's own risk.
10. **TIME EXTENSIONS.** Should COMPANY be delayed by causes beyond COMPANY's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, COMPANY must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.
11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:
- A. Exhibit A: Scope of Work;
  - B. Exhibit B: Budget; and
  - C. Exhibit C: Proposal for Services.
12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by COMPANY and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
13. **TAXPAYER IDENTIFICATION NUMBER.** COMPANY will provide CITY with a Taxpayer Identification Number.
14. **PERMITS AND LICENSES.** COMPANY, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by COMPANY under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from COMPANY's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
16. **TERMINATION.**
- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
  - B. COMPANY may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

- C. Upon receiving a termination notice, COMPANY will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by COMPANY after receiving a termination notice will be performed at COMPANY's own cost; CITY will not be obligated to compensate COMPANY for such work.
  - D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by COMPANY will, at CITY's option, become CITY's property, and COMPANY will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
  - E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
  - F. By executing this document, COMPANY waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.
17. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by COMPANY under this Agreement are CITY's property. COMPANY may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of COMPANY's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.
18. **PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by COMPANY to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.
19. **INDEMNIFICATION.**
- A. COMPANY agrees to the following:
    - i. **Indemnification for Professional Services.** COMPANY will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by COMPANY or any of COMPANY's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
    - ii. **Indemnification for other Damages.** COMPANY indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence

or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, COMPANY will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
  - C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
  - D. The requirements as to the types and limits of insurance coverage to be maintained by COMPANY as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by COMPANY pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
20. **ASSIGNABILITY.** This Agreement is for COMPANY's professional services. COMPANY's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
21. **INDEPENDENT CONTRACTOR.** CITY and COMPANY agree that COMPANY will act as an independent contractor and will have control of all work and the manner in which it is performed. COMPANY will be free to contract for similar service to be performed for other employers while under contract with CITY. COMPANY is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct COMPANY as to the details of doing the work or to exercise a measure of control over the work means that COMPANY will follow the direction of the CITY as to end results of the work only.
22. **AUDIT OF RECORDS.** COMPANY will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. COMPANY will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.
23. **INSURANCE.**
- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, COMPANY will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	\$1,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
  - C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," COMPANY will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover COMPANY for all claims made by CITY arising out of any errors or omissions of COMPANY, or its officers, employees or agents during the time this Agreement was in effect.
  - D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
  - E. COMPANY will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
  - F. Should COMPANY, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at COMPANY's expense and deduct the cost of such insurance from payments due to COMPANY under this Agreement or terminate pursuant to Section 16.
24. **USE OF SUBCONTRACTORS.** COMPANY must obtain CITY's prior written approval to use any COMPANYs while performing any portion of this Agreement. Such approval must approve of the proposed COMPANY and the terms of compensation.
25. **INCIDENTAL TASKS.** COMPANY will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.
26. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to COMPANY:

R.E. Schultz Construction  
P.O. Box 6  
Silverado, CA 92676

If to CITY:

City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

Attention: Richard Schultz

Attention: City Manager

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. **CONFLICT OF INTEREST.** COMPANY will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.
28. **SOLICITATION.** COMPANY maintains and warrants that it has not employed nor retained any company or person, other than COMPANY's bona fide employee, to solicit or secure this Agreement. Further, COMPANY warrants that it has not paid nor has it agreed to pay any company or person, other than COMPANY's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should COMPANY breach or violate this warranty, CITY may rescind this Agreement without liability.
29. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of COMPANY and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of COMPANY's or CITY's obligations under this Agreement.
30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.
31. **COMPLIANCE WITH LAW.** COMPANY agrees to comply with all federal, state, and local laws applicable to this Agreement.
32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are three (3) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.
33. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
35. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.
36. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile

transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

- 37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
- 38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.
- 40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, COMPANY represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. COMPANY represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private COMPANYS, and experience in dealing with public agencies all suggest that COMPANY is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF CALEXICO

COMPANY

\_\_\_\_\_  
Nick Fenley,  
Interim City Manager

ATTEST:

\_\_\_\_\_  
Gabriela Garcia,  
Deputy City Clerk

Taxpayer ID No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos Campos,  
Interim City Attorney