



**COMMUNITY PLAYGROUNDS INC.**  
"Over 13,000 playgrounds successfully completed"

200 Commercial St, Vallejo, CA 94589 • [www.communityplaygrounds.com](http://www.communityplaygrounds.com)

April 8, 2019

Ms. Norine Bruno  
TELECU  
2120 Euclid Avenue  
East Palo Alto, CA 94303

Subject: RESPONSE TO REQUEST FOR DESIGN-BUILD PROPOSAL FOR THE  
COSTANO ELEMENTARY SCHOOL KINDER PLAYGROUND PROJECT

Dear Ms. Bruno:

Community Playgrounds, Inc. has reviewed the **Request for Proposals for Design, Procure, Store and Install a Kinder Playground including PIP Surfacing Project** and is pleased to submit its Offer, regarding this work. Please find enclosed:

- 1) Playground Layout Plan;
- 2) Playground Equipment Illustrative 3-D Views
- 3) Price Proposal
- 4) CPI Recent Past Work and Resumes
- 5) Little Tikes Warranty

Community Playgrounds, Inc (CPI) is an established leader and has successfully completed over 13,000 park playground construction projects throughout California, for over 40 years (see Recent Past Work, attached). CPI is a licensed General Contractor, #362950 with Specialty licenses in Playground Equipment installation (C-61/D-34). Also, we are fully trained in playground safety and employ several members who are Certified Playground Safety Inspectors.

We actively seek new projects and strive to grow our base of satisfied customers, in all of the work we do. We are fully equipped to provide a full range of professional design, construction, and project management services (see Resumes), and we enthusiastically look forward to assisting the Ravenswood City School District (RCSD) with its playground improvement needs.

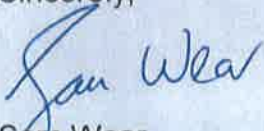
Our Proposal includes furnishing and installing Little Tikes playground equipment, including two sets of swings; a horizontal ladder for the development of upper body strength; a linked climber containing 3 kinds of slides, assorted interactive activity panels, and assorted colors (pending input from RCSD); and, an integral shade structure. We recommend Little Tikes playground equipment for its unique style, safe and durable construction, and exceptional cost value. Our design offers age-appropriate skill challenges, variety and stimulating play experiences, in a fully-accessible playground. CPI will construct the playground equipment and will employ Tot Turf as a subcontractor, to furnish and install the poured-in-place rubberized surfacing.

CPI is available to begin this work at any time. CPI will coordinate its work with the general contractor performing related site improvements, so that the timing of the new work proceeds smoothly and efficiently. Once the playground equipment is received, CPI will perform the playground equipment installation within two weeks. CPI understands that the playground equipment will require 4-5 weeks delivery time, and CPI will receive the equipment at its own storage facility so that the mobilization of equipment and start up of the construction may be more carefully managed.

CPI will coordinate directly with its subcontractor, TotTurf, so that there is no lost time in completing the poured-in-place rubberized surfacing, and the entire playground installation is ready for use.

Thank you for the opportunity to assist you with We look forward to hearing from you. Please contact Brad Ricards, Estimator, (E-mail: [info@commplay.us](mailto:info@commplay.us) or by phone 415-892-8100) in regards to any follow up action that may be needed.

Sincerely,

A handwritten signature in blue ink that reads "Sam Wear". The signature is fluid and cursive, with the first name "Sam" and last name "Wear" clearly distinguishable.

Sam Wear  
Director  
Community Playgrounds, Inc.

Enclosures

Cc: Curt Wear, President, Community Playgrounds, Inc.  
Clayton Cowperthwait, Sr. Project Manager





Community Playgrounds Inc.

"Over 13,000 playgrounds successfully completed"

200 Commercial Street • Vallejo, CA 94589 • Phone (415) 892-8100 • Fax (415) 892-3132

[www.communityplaygrounds.com](http://www.communityplaygrounds.com) • [info@commplay.us](mailto:info@commplay.us)

### Professional Qualifications and Experience

**Curt Wear:** Owner –President and General Manager of Community Playgrounds Inc. Curt Wear/Community Playgrounds has been licensed since 1978 as a Class-A General Engineering Contractor (California State Contractor License #362950), doing business for over 40 years. BA New College of California, U.S. Coast Guard vet, Other state licenses include C61, D34, & C12. Memberships: California Park & Recreation Society, National Park & Recreation Association, IPEMA (International Play Equipment Manufacturing Association), National Playground Contractor Association Certifications: Certified Playground Safety Inspector (11171-0414), Certified Triax2000 Surface Impact Tester (C-278), Certified Installer for various play equipment manufacturers

**Clayton Cowperthwait:** Project Manager - BS in Civil Engineering University of Delaware, EIT, NICET I, 5 years' experience: Pave and Rehab, residential and commercial, Bridge inspection for PA turnpike, Playground construction management 3 years, CPSI Certified, Certified Triax 2015 Contact: [clayton@commplay.us](mailto:clayton@commplay.us) 302-723-6176

**Brad Ricards:** Project Manager/Estimator – BA in Landscape Architecture, University of California at Berkeley; MA in Landscape Architecture, University of California at Berkeley; professional practice as City of Berkeley Landscape Architect 25 years, CPSI, 2012, [brad@commplay.us](mailto:brad@commplay.us)

**Sam Wear:** Director, BA Business Management, Babson University, Deloitte Consulting NYC 2 years, fiscal controller Community Playgrounds Inc. 3 years, CPSI, Triax 2015 Certified, [sam@commplay.us](mailto:sam@commplay.us)

**Bill Bagshaw:** Field Supervisor – 25 years of experience as full-time playground and athletic equipment installer. U.S. Airforce Veteran. CPSI certification, Certified Triax 2015 Surface impact tester. [Bill@commplay.us](mailto:Bill@commplay.us) (916)997-9214

**Rey Villanueva:** Installer. [Reynaldo861@gmail.com](mailto:Reynaldo861@gmail.com) (707)319-6428

**Ed Froeliger:** Foreman. [efroeliger@gmail.com](mailto:efroeliger@gmail.com) (510)704-3811

**Mario Ronquillo:** Foreman. [ronquis.mr@gmail.com](mailto:ronquis.mr@gmail.com) (415) 637-1303

\*CPSI: Certified Playground Safety Inspector, authorized by the National Playground Safety Institute of the National Recreation & Park, Wash. D.C.

Certified Triax 2015 Surface Impact Tester

## OUR QUALIFICATIONS

### A WORD ABOUT ALL ABOUT PLAY:

All About Play is the exclusive representative for Little Tikes Commercial and other leading manufacturers. With years of combined experience on our team and serving Northern California with the same quality products since 1995 we are ready to put our experience to work for you. All About Play has established itself by leading the way and completing thousands of successful playground projects. Our team has extensive training in playground design and compliance requirements of CPSC, ASTM, ADA, and IPEMA through numerous courses and training seminars such as NPSI and other like training courses. Completing over 7,500 playground projects our team knows what it takes to make a project successful. We represent only the best manufacturers providing you with not only top quality equipment, designs, support, and value, but also names you can depend on. We have worked with all types of community and governmental agencies offering each of them the hands-on personal attention and service they deserve.

### A WORD ABOUT OUR PLAYGROUND MANUFACTURER

#### LITTLE TIKES COMMERCIAL:

Little Tikes Commercial has been manufacturing top quality commercial grade playground equipment for children of all ages for over 40 years. Each playground is built with pride and care by Little Tikes' 450+ employees in a state-of-the-art plant in Monett, Missouri. Each Little Tikes playground is manufactured using a process called Kisan meaning that each playground is made to order insuring that you get only the best quality playground manufactured with new materials not something that has set in inventory. All Little Tikes equipment is IPMA certified, ISO 14001 environmental certified and they are the only playground equipment manufacturer that is OSHE 18001 safety & health standards certified. In 2004 when Little Tikes became part of the PlayPower family, it propelled PlayPower into the position of the largest manufacturer of playground equipment in the world. Little Tikes is known by its customers for its top quality, excellent play value, unsurpassed safety, exceptional cost value all backed by a name you can depend on.



**Community Playgrounds, Inc.**  
200 Commercial Street  
Vallejo, CA 94589  
Phone: 415-892-8100  
Fax: 415-892-3132

## PROPOSAL

**Job Number:** 19223  
**Project:** Costano ES Furnish/Install  
East Palo Alto CA  
**Contact:** Norine Bruno  
**Phone:** (714) 541-2390  
**Fax:**  
**Date:** 04/08/2019

Item	Amount
<b>1 Mobilization</b>	
1 Offload Store and Transport Equipment	2,928.00
<b>Phase Total:</b>	<b>2,928.00</b>
<b>2 New Equipment</b>	
3 Furnish/Install Little Tikes Play Equipment*	81,420.00
<b>Phase Total:</b>	<b>81,420.00</b>
<b>3 Surfacing</b>	
6 Furnish install New Poured-In-Place Surface**	58,617.00
<b>Phase Total:</b>	<b>58,617.00</b>
<b>Grand Total:</b>	<b>142,965.00</b>

### Notes:

\*PLAY EQUIPMENT: Little Tikes - Play Builder 5-12 Age Range Playground, Small Fun Rock, Stand N Spin, Max Play Swing w/4 Belt Seats, Overhead Ladder w/1 Chinning Bar and 4ea Stepping Stones

\*\*PIP Surfacing: 4" depth of Poured in Place surfacing, 50% Black 50% Standard Color (Blue, Green, Tan, Terra Cotta). Aromatic binder

\*\*\*SITE FURNISHINGS: 5EA Six Foot Bench with Back. Surface Mount.

\*\*\*6EA 46" Octagon Table No Umbrella Hole, 4 attached seats, In Ground Mt.

\*\*\*2EA 46" Octagon Table No Umbrella Hole, 3 attached seats, In Ground Mt.

See above for description and quantities of items on this proposal.

- Prices are for FURNISH and INSTALLATION ONLY, unless otherwise specified in the proposal items above.
- PLAY EQUIPMENT to be purchased by COMMUNITY PLAYGROUND and delivered to Community Playgrounds, Inc. warehouse and transported to site for installation
- Site preparation for surfacing is NOT INCLUDED unless otherwise specified in this proposal. Finish grades are deemed ready and accurate by General Contractor. General Contractor takes full responsibility for finish grades prior to Community Playgrounds installation of any and all play equipment and/or site furnishings. After installation, Community Playgrounds will bring subsurface to rough grade and compaction. We are not responsible for maintaining final compaction
- Scope of Work based on information provided by above date: layout per plans and/or manufacturer specs, drilling

*Please call us for Playground Safety Audits and Surface Impact Testing  
Proposal expires 60 days after receipt*

Prepared By: Clayton

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

# Proposal

Continued

04/08/19

Page # 2

Item	Amount
footings for concrete, where applicable, assembly of play equipment, installation of play equipment, and pouring of concrete footings. Dirt spoils are to be left on-site, unless otherwise specified. Change order will apply for haul-off of spoils if required.	
5. Community Playgrounds is not responsible for the security of play equipment remaining on-site after leaving jobsite.	
6. Prevailing wage rates apply for public works projects, schools, cities, counties, and public entities. PLA Union wages will result in a change order	
7. Job to be completed in one mobilization. Additional moves \$1500 each if Community Playgrounds is required to remobilize to the site, due to missing customer materials, scheduling issues, stop work, or a delay in work not caused by Community Playgrounds. See Terms and conditions.	
8. Bobcat access required for drilling footing holes for concrete footings. If access is not available, a change order will apply for manually digging the footing holes.	
9. Street parking to be provided by General Contractor within proximity of construction area	

SITE ADDRESS: 2695 Fordham St, East Palo Alto

Excludes: CPSI Inspection, additional required accounting software costs, Disposal of Packing material, Engineering, surveying, engineered footings, engineered drawings, structural calculations, building permits and handling, special inspections, temporary construction fencing, temporary restroom facilities, security, storage container Landscape or Hardscape repairs due to Access Issues, material delivery or offload.





**Acceptance:** I agree to the terms and conditions outlined on **Attachment "A"** and cost breakdown on attached **Proposal**. I am duly authorized by the project owner to approve and accept this proposal as stated. Monetary compensation to Community Playgrounds, Inc. for completed work is the responsibility of the owner and payment is due upon completion of project. Should there be any discrepancies with the work, owner shall pay for completed work and hold only 5% retention for resolution of any disputed items until matters are resolved. This is a lump sum contract.

Thank you for contracting with **Community Playgrounds, Inc.** If you have any questions or need additional information please call (415) 892-8100.

**Contract Amount:** \_\_\_\_\_

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

**Down Payment Amount:** 0.00

**Project Name:** Costano ES Furnish/Install

Owner: \_\_\_\_\_

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

Printed Name  
& Title: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

PO#(if req'd): \_\_\_\_\_

Site Address: \_\_\_\_\_

Contractor: **Community Playgrounds, Inc.**

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

Printed Name: **Clayton**

Address: **200 Commercial Street  
Vallejo, CA 94589**

Phone#: 415.892.8100

Fax#: 415-892-3132

CA License: **362950 Class-A C61/D34**

Thank you for contracting with **Community Playgrounds, Inc.**



## **Attachment "A" General Notes & Conditions**

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### **Installation Excludes (unless otherwise noted):**

- .Engineering . Permits .Concrete Sawing .Core Drilling**
- .Erosion Control .Resilient Surfacing .Safety Audit After Play Equipment Installation .Bonding**
- .Repairs . Security Patrol .Surveying. Grading & Drainage Site Work**
- . Removal or disposal of rubber tires or any other materials deemed toxic waste**
- .State or federal Prevailing wage rates unless stated on proposal page .**

**Warranty of play equipment is provided by the manufacturer**

### **If any of the following are encountered, additional charges will be required as a Change Order:**

- . Digging in rock, hard rock, or unstable soils;
- . Existing ground cover materials interfering with installation;
- . Undisclosed underground utilitylines;
- . Customer requirement to work over time 10 hours per day (8 hours on public works projects) or 40 hours per week;
- . For install ONLY proposals, handling charges are not included. If equipment is delivered to Community Playgrounds, additional charges will be required in the form of a Change Order.

**Any work done by Community Playgrounds to play equipment at the request of the client for repairs or replacement of damaged or missing components may NOT affect any existing status of the play structure's compliance with current safety and ADA standards. A certified playground safety inspection (CPSI) is recommended to ensure compliance.**

### **Customer Responsibilities:**

- . Client or General is responsible for notifying Underground Service Alert, Phone #(800)-227-2600 (A minimum of 48 hours prior to start of work);
- . By signing the enclosed proposal, the customer acknowledges responsibilities noted on this document;
- . In the event that any bid items are deleted from the proposal, Community Playgrounds, Inc. must re-bid the project to reflect the new scope of work. The remaining bid items may increase in price due to additional move-on costs;
- . In the event of a dispute or change on the original proposal scope, immediate notification to Community Playgrounds, Inc. is required. Community Playgrounds, Inc has a maximum of 24-hour response time to assess any dispute or change;
- . Unless otherwise noted, a deposit for 50% of new play equipment cost is required prior to the start of work;
- . Equipment furnished by Community Playgrounds requires a minimum 50% deposit at time of order. No order will be processed until deposit terms are met;
- . If waiver of subrogation on labor is required, an additional \$150 will apply;
- . Payment is due net 30 upon completion of project. Should there be any discrepancies with the work, customer may hold 5% retention until matters are resolved.

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



By accepting this contract, the Owner or Client agrees to the following conditions set forth by the Contractor (Community Playgrounds, Inc.) in addition to the conditions outlined in "Attachment A".

1. **CONTRACT DOCUMENTS.** This Agreement, the plans and specifications for the "Project" to which the Proposal, the Prime Contract for the Project to the extent it is required to be made part of Contractor's agreement with Client, and any other documents made part of the contract between Client and Contractor.

The Contract Documents and any written amendments from time to time executed constitute the entire agreement of Contractor and Client with respect to the "Work" described in the Proposal.

The Contract Documents supersede all prior agreements and representations made by Contractor.

2. **TIME.** Time is of the essence in this Agreement. Contractor agrees to punctually and diligently perform all parts of its Work, at the time scheduled by the Client (the "Progress Schedule").

The Progress Schedule shall be subject to change by the Contractor as deemed necessary or convenient to the overall progress of the Project.

3. **SITE CONDITIONS.** Client's acknowledges that before commencement by Contractor of Work under a Proposal constitutes a representation that it is fully familiar with all of the terms of the Contract Documents, has thoroughly examined the site of the Work, has ascertained for itself the conditions to be encountered and under which its Work will be performed, and has determined that no conditions exist that would in any way affect the progress or performance of the Work, or affect the covenants, representations, warranties, and obligations of Contractor under the Contract Documents.

If Contractor determines Site Conditions are not up to standards to deliver work outlined in Proposal, an additional charge will apply to complete work outlined in the Proposal. If work is placed on hold because of Site Conditions, Client will issue Progress Payment to Contractor for all work performed to date.

If Contract Document is cancelled by Client due to site conditions or any other reason,

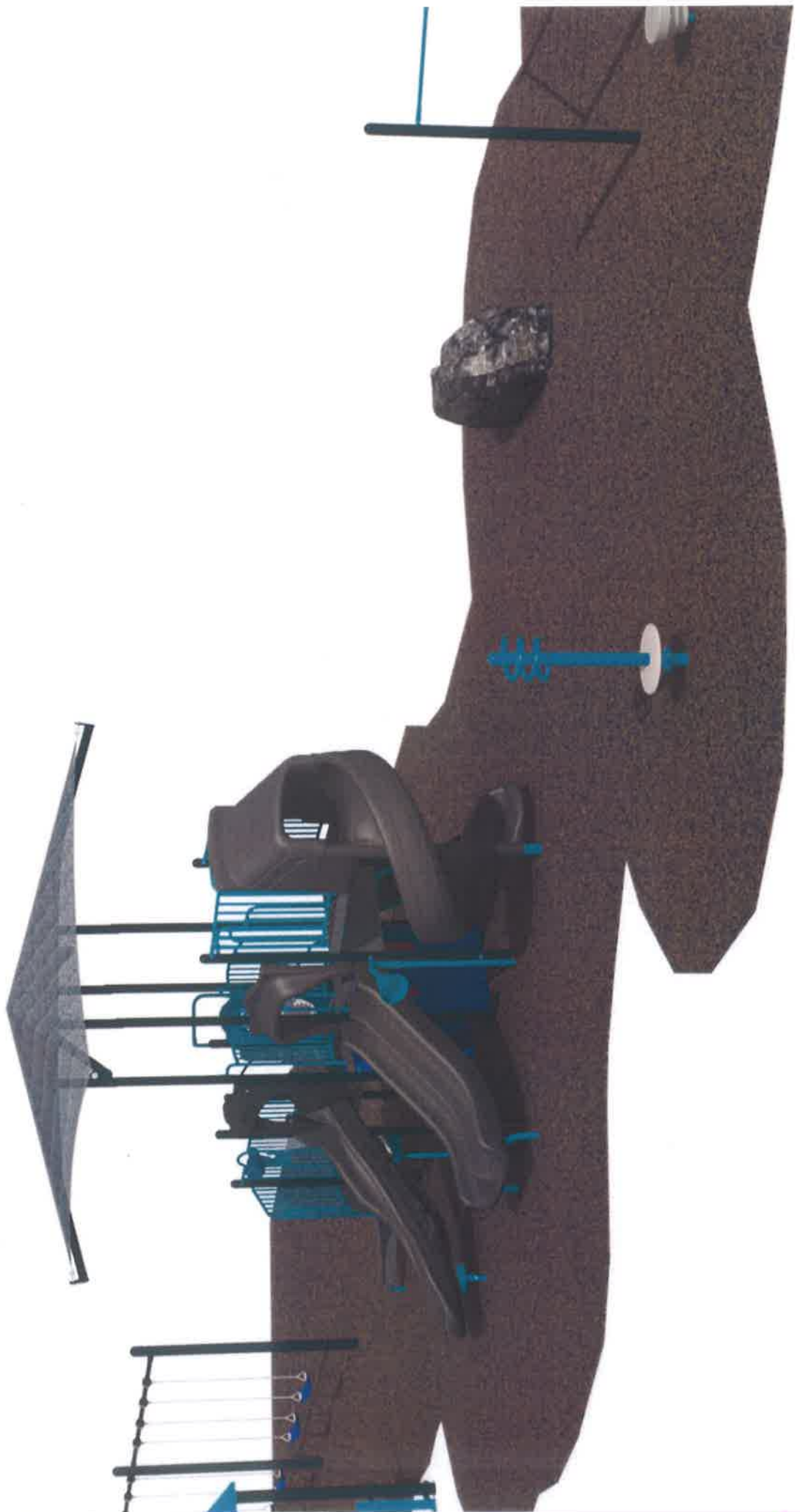
Client is to compensate Contractor for full value of Contract,

unless written direction has been given by Contractor for a reduction in value.

4. **DAMAGES CAUSED BY DELAYS.** No claim for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Contractor, including, but not limited to, conduct amounting to a breach of the Agreement or Proposal, or delays by other Clients, subcontractors, the Project owner ("Owner"), or any other person or entity shall be recoverable from Contractor.

5. **CHANGES IN THE WORK.** Client shall make no changes in the Work to be performed under the Contract Documents, whether by way of deduction, addition, or substitution, and shall not be entitled to additional Work, unless prior to such change, it has received written direction from Contractor to proceed with such change (all such changes shall be and are denoted "Change Orders").

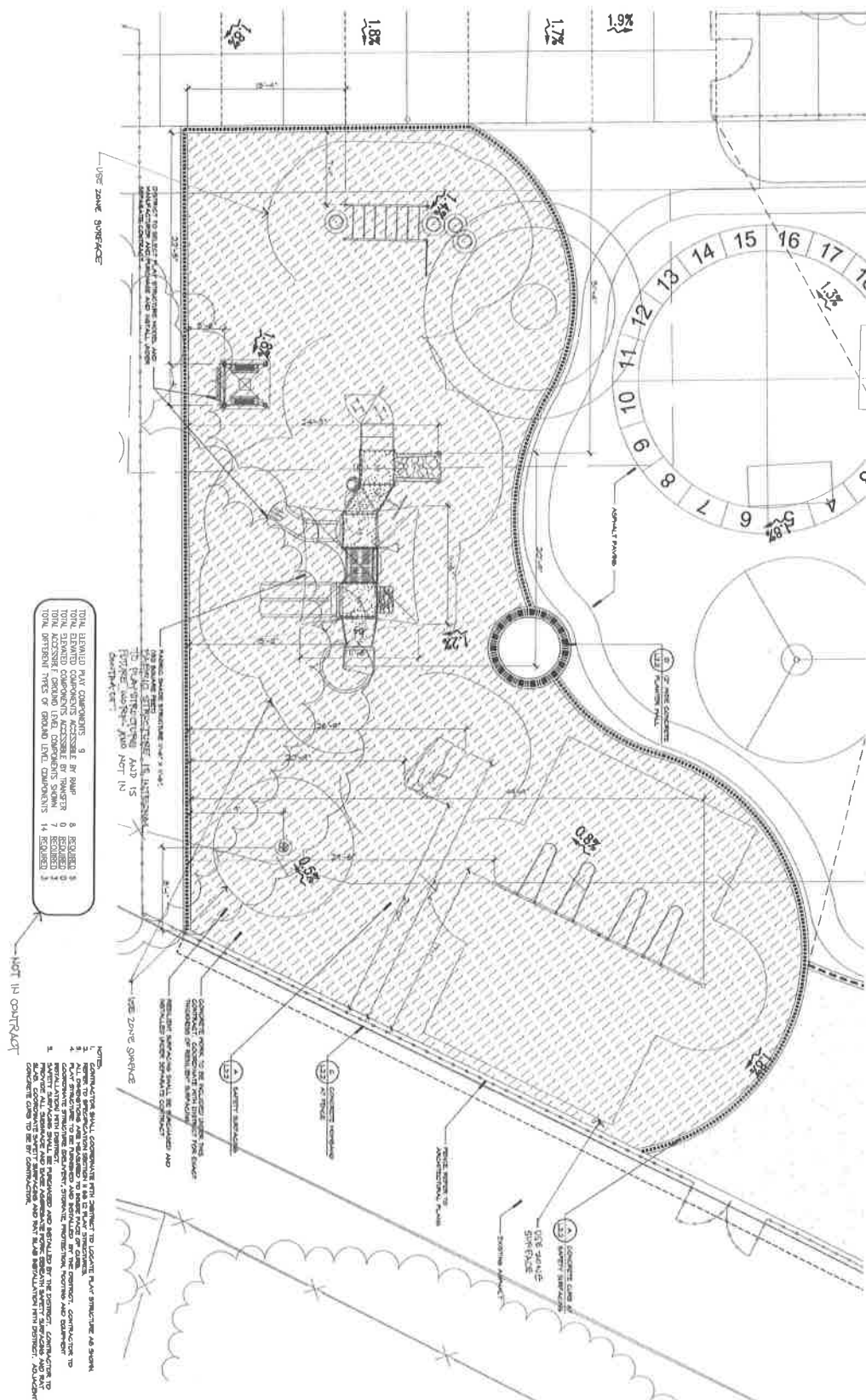
Initials \_\_\_\_\_



CLIENT ADDRESS: 2035 FORDHAM STREET, EAST PALO ALTO, CA 94303





SCALE:  $\frac{1}{2}$ "=1'-0"

CLIENT ADDRESS: 2895 FORDHAM STREET, EAST PALO ALTO, CA 94303

[illegible]

## CONSTRUCTION DETAILS



2291 Lincoln Ave., Suite 21  
San Jose, CA 95126  
T. 408.992.2196  
www.2291-lincoln.com