



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

## PROPOSAL

Job Number: 16507  
Project: Short School Playgrounds  
San Rafael CA  
Contact: Chris Thomas  
Phone:  
Fax:  
Date: 06/24/2016

Item	Amount
<b>1 Kinder Yard</b>	
2 Install Play Structure	12,143.00
3 Furnish & Install PIP Rubber Safety Surfacing	16,827.00
<b>Phase Total:</b>	<b>28,970.00</b>
<b>2 Spin Zone</b>	
4 Install 2 Stand-N-Spin spinners	1,778.00
5 Furnish & Install Additional PIP for Spinners	4,065.00
6 Furnish & Install 6 post pads	1,459.00
<b>Phase Total:</b>	<b>7,302.00</b>
<b>3 School Age Area - Revolution</b>	
1 Install Revolution Structure	10,007.00
1 Furnish & Install PIP Rubber	21,088.00
1 Install Spiral Slide	3,127.00
<b>Phase Total:</b>	<b>34,222.00</b>
<b>Grand Total:</b>	<b>70,494.00</b>

### Notes:

#### GENERAL NOTES:

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

1. Prices are as specified on proposal.
2. Scope of Work: layout per plans and/or manufacturer specs, drilling footings for concrete, where applicable, assembly of play equipment, installation of play equipment, and pouring of concrete footings. Dirt spoils shall be removed after footing excavations.
3. Community Playgrounds is not responsible for the security of play equipment remaining on-site after leaving jobsite.
4. Prevailing wage rates apply. Weekday work only.
5. Job to be completed in one mobilization. Additional moves \$1200 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.
6. Bobcat access required for drilling footing holes for concrete footings. If

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

Prepared By: Todd

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

# ***Proposal***

Continued

06/24/16

Page # 2

Item	Amount
access is not available, a change order will apply for manually digging the footing holes.	
7. A deposit is required for all orders. The deposit shall be 35% of the cost of the entire order placed.	
8. For the Kinder Area, the base rock will be provided by others.	
9. For the Spin Zone, the PIP rubber shall be installed over existing asphalt.	
10. For the school age area, the Revolution play structure and spiral slide shall be installed on asphalt and PIP rubber shall be installed on existing asphalt.	
This proposal excludes: Engineering, surveying, engineered footings, engineered drawings, and structural calculations, building permits and handling, temporary construction fencing, temporary restroom facilities, security, and storage container.	

**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 10% 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:** **18,350.00**

**Project Name:** **Short School Playgrounds**

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

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

**Printed Name**

**& Title:** \_\_\_\_\_

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

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

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

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

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

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

**Contractor:** **Community Playgrounds, Inc.**

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

**Printed Name:** **Todd**

**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 .Temporary Chain Link Fencing .Concrete Sawing .Core Drilling**
- .Erosion Control .Resilient Surfacing .Safety Audit After Play Equipment Installation .Bonding**
- .Repairs . Security Patrol . Warranty of Equipment .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 .Surveying**

### **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;
- . Play equipment shortages and/or damage causing delays or requiring a return trip or a separate mobilization;
- . 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 20% deposit 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 upon completion of project. Should there be any discrepancies with the work, customer may hold 10% 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 \_\_\_\_\_