

## Ted Rigoni

---

**From:** Shailendra U. Kulkarni <Kulkarni@sullivanhill.com>  
**Sent:** Thursday, December 20, 2018 5:42 PM  
**To:** Brian Wright-Bushman (bwright-bushman@awattorneys.com); Fred Galante (fgalante@awattorneys.com); Robert G. Eisenbeisz; Ted Rigoni; Rodolfo Victorio  
**Cc:** Tim Earl  
**Subject:** Frisbee Park Expansion, Project No: CB 150304 --  
**Importance:** High

Gentlemen,

As you may recall, our firm represents RAL Investment Corp. d/b/a Silverstrand Construction ("Silverstrand") in connection with the public bidding procedures administered by the City of Rialto (the "City"), as owner, concerning the public works construction project commonly known as the "Construction of Frisbee Park Expansion, City Project No. CB 150304" (the "Project").

We recently received a copy of the putative "low bid" for the Project submitted by RC Graves Construction ("RC"), which bid was opened at the bid opening for the Project yesterday afternoon.

Please be advised that Silverstrand hereby protests RC's bid for the Project as containing multiple material deviations from the bid specifications governing same.

Please note that a letter containing a more detailed discussion of Silverstrand's grounds for protesting RC's bid will follow shortly. However, in light of the upcoming holiday, and in an abundance of caution, Silverstrand wanted to provide this initial bid protest correspondence in order to avoid any misunderstanding as to Silverstrand's intent to protest RC's bid. Silverstrand reserves all rights.

At this point, Silverstrand anticipates that its follow-up bid protest letter will issue within a reasonable time, and likely before **COB next Friday, December 28, 2018**.

Should you wish to discuss this matter further, please do not hesitate to contact me.

Thanks,

Shay

**Shailendra (Shay) Kulkarni**  
Attorney/Shareholder  
DIRECT 619.595.3204



**Sullivan Hill Rez & Engel**  
A Professional Law Corporation

---

600 B Street, 17th Floor | San Diego, CA 92101  
T 619.233.4100 | F 619.231.4372

**sullivanhill.com**

**San Diego - Las Vegas**



Sullivan Hill Rez & Engel  
A Professional Law Corporation

600 B Street  
Suite 1700  
San Diego, CA 92101  
T 619.233.4100  
F 619.231.4372  
sullivanhill.com

SHAIENDRA U. KULKARNI  
KULKARNI@SULLIVANHILL.COM  
619.595.3204

December 27, 2018

**VIA CERTIFIED MAIL AND ELECTRONIC MAIL**

City of Rialto  
Attn: Robert Eisenbeisz, PE  
Director of Public Works  
150 S. Palm Avenue  
Rialto, CA 92376

**Re: Construction of Frisbee Park Expansion**  
**City Project No.: CB 150304**  
Our Client: RAL Investment Corp. d/b/a Silverstrand Construction

Dear Mr. Eisenbeisz:

As you may recall, this firm represents RAL Investment Corp. d/b/a Silverstrand Construction ("Silverstrand") in connection with the public bidding procedures administered by the City of Rialto (the "City"), as owner, concerning the public works construction project commonly known as the "Construction of Frisbee Park Expansion, City Project No. CB 150304" (the "Project"). Please direct all future correspondences to Silverstrand concerning the Project to this office.

The purpose of this letter is to protest the bid of RC Graves Construction ("RC") with respect to the December 19, 2018, bid opening for the Project on the grounds that a) RC's bid is non-responsive, in that it violates the minimum self-performance requirement/maximum subcontracting threshold set forth in the bid specifications applicable to the Project (the "Bid Specifications"), b) RC's bid is non-responsive, in that it lists a non-approved installer for certain playground equipment on the Project, thereby preventing required warranty protection to attach to such equipment, c) RC's bid contains substantial and deeply troubling variances between the listed subcontract amounts therein and those same subcontractors' actual bid prices for such work, and d) RC is not a "responsible" bidder with respect to the Project, in that RC is not qualified to "self-perform" any portion of the work thereon.

I. **The City must disqualify RC's bid as non-responsive because RC has listed subcontractors performing work "in excess of 50% of the Work" on the Project.**

A. **Rejection of RC's bid as non-responsive is mandatory pursuant to the terms of the Bid Specifications.**

To begin, RC's bid must be rejected as non-responsive because the Bid Specifications provide for mandatory rejection of a bid where, as here, the bidder has listed subcontractors performing work "in excess of 50% of the Work" on the Project.

Words used in bid specifications for public works contracts must be afforded their plain and ordinary meaning. Eel River Disposal & Resource Recovery, Inc. v. Cty. of Humboldt, 221 Cal. App. 4th 209 (2013). If the plain meaning of a word is unambiguous and does not involve an absurdity, the plain meaning governs. People v. Murphy, 25 Cal. 4th 136 (2001).

California courts have consistently held that the meaning of the word "shall" implies a mandatory requirement that carries with it no discretion. See Murray Co. v. Occupational Safety & Health Appeals Bd., 180 Cal. App. 4th 43 (2009); Walt Rankin & Assocs. v. City of Murrieta, 84 Cal. App. 4th 605 (2000).

With respect to the Bid Specifications at issue here, the requirement that a bidding Prime Contractor self-perform at least fifty percent (50%) of the work on the Project is set forth in the "Information Required of Bidder – List of Subcontractors" form as follows:

**Special Notes:** The Prime Contractor shall perform not less than 50% of the Work identified in this Bid. In the event a Bidder lists subcontractors who will perform Work under this Bid in excess of 50% of the Work identified in this Bid, the Bid ***shall be considered non-responsive***.

Bid Forms at p. 11 (emphasis added).

Here, as evidenced by the "Information Required of Bidder – List of Subcontractors" form of RC's bid, RC lists its subcontractor percentages for the Project as follows:

///

///

///

<u>Subcontractor</u>	<u>Percent of Total Contract</u>
Hanson Associates	3.3%
Ortco, Inc.	5.4%
Precision Engineering Surveyors	.65%
Robertson Industries	1.8%
Advantage Unlimited Paving	2.6%
Team West Contracting	8.5%
Inland Empire Landscape	9.4%
Granstorm Masonry	3.5%
California Skate Parks	2.9%
H7 Contracting and Engineering	6.7%
Ace Electric	16.8%
<b>TOTAL:</b>	<b>62.45%</b>

As the above chart makes clear, in adding up the “Percent of Total Contract” figures listed by RC in its “Information Required of Bidder – List of Subcontractors” form, the total percentage of RC’s listed subcontractor work is **62.45%** -- far higher than the maximum fifty percent (50%) threshold set forth in the Bid Specifications. See Bid of RC at pp. 4-6. Similarly, whereas common sense dictates that the sum of RC’s stated self-performance percentage and RC’s stated subcontractor percentage should equal 100%, adding RC’s stated 51.3% self-performance figure to the cumulative 62.45% subcontractor-performance figure amounts to a total percentage of **113.75%**.

Within the foregoing context, RC’s bid must be rejected as non-responsive. As the “Special Notes” to the “Information Required of Bidder – List of Subcontractors” form makes clear, the Bid Specifications for the Project dictate that a bid which “lists subcontractors who will perform Work under this Bid in excess of 50% of the Work . . . **shall be considered non-responsive.**” Emphasis added. Notwithstanding this clear requirement, RC’s bid does exactly what the “Special Notes” section instructs that a bidder cannot do -- namely, it lists subcontractors which, together, exceed the maximum fifty percent (50%) threshold by more than twelve percent (12%).

Moreover, whereas public entities are generally afforded some degree of discretion in determining whether a particular deviation from a bid requirement is waivable as an inconsequential irregularity, the use of the term “shall” in the referenced “Special Notes” section of the Bid Specifications makes the disqualification of RC’s bid *mandatory* pursuant to California law. See Murray, 180 Cal. App. 4th 43; Rankin, 84 Cal. App. 4th 605.

Simply stated, having drafted the Bid Specifications to be absolutely clear that a violation of the fifty percent (50%) maximum subcontracting threshold would result in the automatic rejection of a bid as non-responsive, the City has no discretion to do anything other than follow its own rules with respect to RC’s bid. See Pozar v. Dep’t of Transp., 145 Cal. App. 3d 269, 271 (1983) (holding that public entity was required to reject non-responsive bid in order to “follow its own rules” set forth in bid specifications).

Thus, RC’s bid must be rejected pursuant to the plain terms of the Bid Specifications.

**B. Rejection of RC’s bid is also required pursuant to applicable California case law concerning self-performance requirements.**

Even to the extent that the City were afforded the ordinary discretion to waive inconsequential and/or immaterial bid irregularities with respect to RC’s subcontractor percentages -- which, again, is *not* the case in light of the mandatory language of the “Special Notes” to the “Information Required of Bidder – List of Subcontractors” form -- applicable California case law would still dictate that RC’s bid be rejected as non-responsive.

A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. MCM Constr., Inc. v. City, 66 Cal. App. 4th 359 (1998). A bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance is immaterial or inconsequential. Ghilotti Constr. Co. v. City, 45 Cal. App. 4th 897 (1996). But where a particular requirement in the bid specifications is material, it cannot be waived. Konica Bus. Machs. U.S.A., Inc. v. Regents of Univ. of Cal., 206 Cal. App. 3d 449 (1988).

The court addressed the non-waivability of a minimum self-performance requirement/maximum subcontracting threshold under circumstances nearly identical to those present here in Valley Crest Landscape, Inc. v. City Council, 41 Cal. App. 4th 1432 (1996). Therein, the City of Davis (“Davis”) had put out for bid a contract to construct a public park. As in this case, the bid specifications for the project required that the bidder self-perform at least fifty percent (50%) of the work, and to set forth the percentage of the work that would be performed by each subcontractor. However (again, as in this case), in submitting its bid, the putative low bidder (“North Bay”) had indicated that its subcontractors would be performing a percentage of the work greater than the maximum

fifty percent (50%) threshold -- in that case, eighty-three percent (83%). When the City nevertheless purported to “waive” this irregularity in North Bay’s bid and award the contract to North Bay, the second-lowest bidder (“Valley Crest”) protested.

In holding that the bid specifications’ maximum subcontracting threshold could not be waived -- and thus that the contract must be awarded to the second-lowest bidder, Valley Crest -- the Valley Crest court made clear that such subcontracting/self-performance requirements are material elements of bid specifications that must be enforced, as written:

**[The bid specifications] made listing the subcontractor percentages a material element of the bid.** Since it was a material element of the bid, North Bay could not change its bid to correct the mistake in stating the percentages. **North Bay’s bid provided for more than 50 percent of the work to be done by subcontractors; therefore, it was nonresponsive to section 8–1 of the specifications. The City could not permit the mistake as to this material element of the bid to be corrected by purporting to “waive an irregularity.”** Since North Bay’s bid was nonresponsive, its contract is invalid.

Valley Crest, 51 Cal. App. 4th at 1443 (emphasis added) (bracketed text added).

Based on the foregoing, RC’s bid must be rejected. As Valley Crest makes clear, where, as here, a public entity has issued bid specifications which contain specific minimum requirements for self-performance by the bidder and/or maximum thresholds for work by subcontractors, any deviation by a bidder from such requirements constitutes a non-waivable, material irregularity that compels the public entity to reject such bid.

The applicability of the Valley Crest decision to the instant bid protest is even more pronounced in light of the factual similarities between that case and the instant case. As in Valley Crest, the instant case involves Bid Specifications which contemplate the construction of a public park on behalf of a city, as public owner. Furthermore, as in Valley Crest, the Bid Specifications at issue herein a) contain a minimum self-performance requirement of fifty percent (50%) for the prime contractor, and b) require the bidder to list the subcontract percentages of each subcontractor performing work on the Project.

Furthermore, as set forth above, the non-waivability of minimum self-performance requirements/maximum subcontracting thresholds is even more applicable where, as here, the Bid Specifications explicitly state that any bid which lists subcontractors as performing more than fifty percent (50%) of the work “**shall be considered non-responsive.**” Bid Forms at p. 11 (emphasis added).

Thus, RC’s bid must also be rejected in light of applicable California case law.

**II. The City must disqualify RC's bid as non-responsive because RC's listed subcontractor Ortco is not an approved installer of Coast Recreation equipment, as necessary for warranty protection to attach to playground equipment.**

RC's bid is additionally non-responsive in that it violates the Bid Specifications' requirement that the bidder facilitate appropriate warranty protections for certain playground equipment called for on the Project.

The requirement that the bidder ensure that subcontractors listed for the purpose of installing specified equipment on the Project be approved by the manufacturer of such equipment is set forth in the Bid Specifications as follows:

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, the Contractor shall ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

Scope and Control of Work; Special Provisions – Section 2 at p. 4.

For their part, the Technical Specifications concerning the North Site Tot and Child Play Areas of the Project specify that the playground equipment to be installed at those areas “[s]hall be Landscape Structures, provided by Gregg Rogers of Coast Recreation . . .” Technical Specifications – Section 11 68 13 – Playground Equipment at p. 3. The Bid Specifications further require that the bidder ensure that such manufacturer -- *i.e.*, Coast Recreation (“Coast”) -- “guarantee all materials and workmanship” relative to such equipment for a period of one (1) year. Technical Specifications – Section 11 68 13 – Playground Equipment at p. 1.

Here, although RC's bid lists Ortco, Inc. (“Ortco”) as the purported subcontractor tasked with installing the referenced Coast playground equipment, it should be noted that Ortco is not an approved installer of Coast equipment. See Exhibit “A,” List of Approved Coast installers. Indeed, rather than constituting an “applicator approved by the manufacturer [*i.e.*, Coast],” Ortco is actually a primary competitor of Coast. Further, because Ortco is not an “approved applicator” of Coast equipment, RC cannot use Ortco to install such equipment without voiding the manufacturer warranty required under the Bid Specifications.

Within this context, RC's listing of Ortco as the installation subcontractor for the Coast equipment marks yet another material deviation from the requirements of the Bid Specifications that compels the rejection of RC's bid.



**III. RC's bid contains apparent misrepresentations as to the amounts which RC intends to pay subcontractors for their work.**

Silverstrand is also deeply troubled by what appear to be (at best) mistakes or (at worst) outright misrepresentations by RC as to the anticipated amounts of its subcontracts for the Project.

The stated purpose of Cal. Pub. Contr. Code § 4100, *et seq.* (the "Subletting and Subcontracting Fair Practices Act") -- including the subcontractor listing requirements of Cal. Pub. Contr. Code § 4104 -- is to prevent "bid shopping and bid peddling." Cal. Pub. Contr. Code § 4101. These practices involve efforts by prime contractors to coerce lower bids from subcontractors after a contract has been awarded to the prime bidder using as leverage prior bids from subcontractors (*i.e.*, "bid shopping"), and efforts by other subcontractors to undercut the price of successful subcontractors after the prime contract has been awarded (*i.e.*, "bid peddling"). D.H. Williams Constr., Inc. v. Clovis Unified Sch. Dist., 146 Cal. App. 4th 757 (2007). Part and parcel of this public policy is the proposition that bidding prime contractors not be allowed to misrepresent to the public entity the amounts which it intends to pay each subcontractor for work listed in a bid.

Here, in reading the \$15,081,000 amount of RC's "Total Base Bid" for the Project in conjunction with the "Percent of Total Contract" figures listed by RC for each of its subcontractors, the City should be able to calculate, to the penny, the contract amount of each subcontract. However, in comparing these figures with the bids received by Silverstrand *from the same subcontractors and for the same scope of work* (copies of which bids are transmitted herewith, *in globo*, as Exhibit "B"), Silverstrand was disturbed to discover substantial variances between the anticipated actual subcontract prices and the prices which RC has indicated it will pay such subcontractors for their work. These variances are summarized in the following chart:

<u>Subcontractor</u>	<u>Percent of Total Contract</u>	<u>Stated Subcontract Value (per RC bid)</u>	<u>Actual Bid Received (by Silverstrand)</u>	<u>Delta</u>
Hanson Associates	3.3%	\$497,673.00	\$407,680.48	\$89,992.52
Ortco, Inc.	5.4%	\$814,374.00	\$495,791.00	\$318,583.00
Precision Engineering Surveyors	.65%	\$98,026.50	\$79,975.00	\$18,051.50

Robertson Industries	1.8%	\$271,458.00	\$219,788.00	\$51,670.00
Advantage Unlimited Paving	2.6%	\$392,106.00	\$404,833.00	-\$12,727.00
Team West Contracting	8.5%	\$1,281,885.00	\$1,057,772.00	\$224,113.00
Inland Empire Landscape	9.4%	\$1,417,614.00	\$1,336,808.00	\$80,806.00
Granstorm Masonry	3.5%	\$527,835.00	\$590,700.00	-\$62,865.00
California Skate Parks	2.9%	\$437,349.00	\$332,840.00	\$104,509.00
H7 Contracting and Engineering	6.7%	\$1,010,427.00	\$826,516.00	\$183,911.00
Ace Electric	16.8%	\$2,533,608.00	\$1,986,500.00	\$547,108.00

Within the foregoing context, Silverstrand is deeply concerned that RC has outright misrepresented to the City the percentage of the total contract value which it intends to award to each subcontractor listed in RC's bid. In many cases, the variance between the listed subcontract amounts in RC's bid and those subcontractors' bid prices for such work is greater than \$100,000 -- and, in the case, of Ace Electric ("Ace"), a staggering \$547,108.00.

At best, these variances represent mistakes in filling out RC's bid which would support the withdrawal of such bid pursuant to Cal. Pub. Contr. Code § 5103 -- and thus, which are not waivable as "inconsequential" and/or "immaterial" discrepancies. See Valley Crest, 51 Cal. App. 4th at 1442 ("North Bay had a benefit not available to the other bidders; it could have backed out [pursuant to Cal. Pub. Contr. Code § 5103]. Its mistake, therefore, could not be corrected by waiving an 'irregularity.'") (bracketed text added).

At worst, such variances represent knowing and willful conduct on the part of RC in purposefully misstating the true allocations of the work on the Project to its subcontractors.

IV. **The City must disqualify RC's bid because RC is not a "responsible" bidder with respect to the Project.**

Finally, in addition to the baseline lack of "responsiveness" discussed hereinabove, RC's bid should also be rejected on the ground that RC is not a "responsible" bidder for the Project.

In the context of public bid law, the concept of the lowest "responsible" bidder refers to the "quality, fitness and capacity of the low bidder to satisfactorily perform the work." City of Inglewood-L.A. Cty. Civic Ctr. v. Superior Court, 7 Cal. 3d 861, 867 (1972). A contract cannot be awarded to a bidder who is found to be unqualified to do the particular work under consideration." Domar Elec., Inc. v. City of Los Angeles, 9 Cal. 4th 161 (1994).

As set forth above, per the plain language of the "Special Notes" provision of the "Information Required of Bidder – List of Subcontractors" form, the Bid Specifications for the Project make clear that ***"[t]he Prime Contractor shall perform not less than 50% of the Work identified in this Bid."*** Emphasis added. Implicit in this requirement is the baseline proposition that, in order to be qualified to submit a bid for the Project, a bidder must be qualified to self-perform portions of the project using the bidder's own employees.

However, as evidenced by the "Contractor's License Detail" applicable to RC's license with the California Contractors State License Board ("CSLB") -- a copy of which is transmitted herewith as Exhibit "C" -- RC's licensure was obtained based on RC's "certification" that they [sic] ***have no employees.*** Emphasis added. Further, the "Contractor's License Detail" additionally confirms that the information listed therein is current as of December 20, 2018 -- *i.e.*, as of the day *after* the bid opening for the Project.

Within the foregoing context, RC must be disqualified from bidding for the Project because RC is not a "responsible" contractor. By definition, in order to be able to "self-perform" a minimum of fifty percent (50%) of the work on the Project -- or *any* portion of such work, for that matter -- RC must necessarily possess a work force of its own capable of actually performing construction activities. As the "Contractor's License Detail" makes clear, however, RC not only does not possess such a work force (and did not possess such a force at the time of bidding), but also obtained a waiver from the otherwise-applicable insurance requirements based on such lack of a work force.

The significance of RC's licensure is clear. Whereas RC is free to bid for public works construction projects that do not contain any minimum self-performance requirement -- *i.e.*, contracts that do not require a bidder to do anything more than supervise the work of its subcontractors on the project -- contracts such as the one at issue here are simply not within the purview of RC's licensure. In the words of Inglewood,

RC has neither the “fitness” nor the “capacity” to take on public works contracts that require the prime contractor to self-perform any portion of the work thereunder.<sup>1</sup>

Thus, RC’s bid must be rejected on the ground that RC is not a “responsible” contractor for purposes of this Project.

**V. Conclusion.**

In light of the foregoing, Silverstrand hereby demands that the City reject the putative “low bid” of RC and award the Project to Silverstrand, as the lowest responsive and responsible bidder. Silverstrand further requests that Silverstrand be afforded notice of any proceeding of the City and/or the City Council at which the instant bid protest letter may be discussed, and that Silverstrand further be afforded the right to address the City and/or the City Council at any such proceeding. Silverstrand reserves all rights.

Thank you for your professional courtesy and prompt attention to this matter. Should you have any questions or comments, please let me know.

Very truly yours,

SULLIVAN HILL REZ & ENGEL  
A Professional Law Corporation

By:   
Shailendra U. Kulkarni

SUK/suk

Enclosures: List of approved coast installers, bids received by Silverstrand, and Contractor’s license detail.

CC: Ted Rigoni (*via electronic mail trigoni@rialtoca.gov*)  
Rodolfo Victorio (*via electronic mail rvictorio@rialtoca.gov*)  
RAL Investment Corporation (*via electronic mail*)

---

<sup>1</sup> It should be noted that California courts have consistently held that evidence of a bidder’s lack of “the attribute of trustworthiness” can also render such bidder not “responsible.” Inglewood, 7 Cal. 3d at 867. As discussed above, the substantial variances between the listed subcontract amounts in RC’s bid and the actual value of such subcontracts likely merit further investigation by the City, and could potentially constitute a separate ground for holding RC to be not “responsible” based on a lack of “the attribute of trustworthiness.” Silverstrand reserves all rights.

# EXHIBIT A



Jorge Cardenas <jorge@sscbuild.com>

---

## Installers

**Leslie Ashley** <lashley@coastrecreation.net>  
To: "jorge@sscbuild.com" <jorge@sscbuild.com>

Thu, Dec 20, 2018 at 12:15 PM

Please see attached.

Thanks

Leslie

**Leslie Ashley**


714-619-0100 / 714-619-0106 fax

3151 Airway Ave., Suite A-3

Costa Mesa, CA 92626



---

 **Installer Letter GR.doc**  
31K

9-6-18

This is a list of Landscape Structures certified installers that can provide an installation quote.

1. Tot lot Pros ----- Travis Hurst  
Travis@totlotpros.com  
Cell --909-260-2445  
PH-- 909-350-9500  
Fax-- 909-350-9502
  
2. Play Foundations Inc. -- Jack Cox  
Cell-- 760-420-9689  
PH---760-295-8645  
Fax--- 760-295-8651
  
3. Cicero Engineering - Frank Cicero  
Cell ---562-762-5147  
PH --- 714-871-2800  
Fax--- 714-871-2801
  
4. Evergreen Environmental - Juan Sandoval  
Cell--- 951-377-1757  
PH --- 951-332-2217.....951-332-2218  
Fax--- 951-332-2219
  
5. Jaynes Brothers Construction - Trenton Pierson  
PH --- 818-851-9470

# EXHIBIT B





## ACE ELECTRIC

### Frisbie Park Expansion

Rialto, CA

October 18, 2018

We are pleased to submit our proposal for the electrical work on the above referenced project. Our price is based on the electrical drawings E-0.1 thru E-3.3, dated Bid Set – September 4, 2018. Addendum 1 and 2 were noted. Our price, subject to the inclusions and exclusions listed herein, is as follows:

#### Inclusions;

- ♣ Lighting fixtures, controls, lamps, new services and panels
- ♣ Musco Sports lighting
- ♣ Concrete pole bases
- ♣ Musco pole bases per Details A & B on Sheet C3
- ♣ Trenching and native backfill
- ♣ SCE conduits as described

#### Exclusions;

- ♣ Electrical permits and utility company charges and fees, temporary power and lighting
- ♣ Premium for payment and performance bonds
- ♣ Street crossing plans, permits and fees, traffic control, fencing and trench plates
- ♣ Saw-cutting, break & removal, coring, patching of existing concrete or asphalt
- ♣ Formed concrete housekeeping pads, prox. ( Two @10' x 7' and Two @ 4' x 4' )
- ♣ Removal of rock or other hard materials from trenching and drilling operations
- ♣ Note 1 on Sheet C3, Light Pole Foundation Detail C **(See Unit Pricing Below)**
- ♣ Haul-off of excess spoils
- ♣ Private underground location service and potholing
- ♣ Repair and replacement of landscaping or irrigation
- ♣ Special systems; Fire alarm, communications, CATV, CCTV, security, access control, cameras, camera poles, antennae poles, and any other special systems and equipment

#### Pricing: Bid Schedule

Work	Description	Lump Sum
8.	Lighting / Electrical	\$ 1,986,500

#### Detail C - Backfill Pier Footing per foundation (if Required) Not included in above lump sum pricing

Base Type	Unit Price	Quantity	Total for all Foundations if required
1B	3,000	3	\$ 9,000
2B	6,000	8	48,000
3B	9,500	6	57,000
5B	20,500	2	41,000
		Total	\$ 155,000

Proposal Prepared by: Brian A. Barrett



# ADVANTAGE UNLIMITED PAVING INC.

P.O. Box 310005, Fontana, California 92331

(909) 823-1811 \* Fax (909) 823-1997

Contractor's License # 744113

[www.Advantage-Unlimited.com](http://www.Advantage-Unlimited.com)

File#18JT1058

## Prevailing Wages

Date: December 19, 2018

TO: Silverstrand Construction  
ATTN: Jorge Cardenas  
11696 Sorrento Valley Road Ste. 200  
San Diego, CA 92121

Job Site: Frisbee Park Expansion Rev "A"  
Contact: Jorge Cardenas  
598 E. Easton St.  
Rialto, CA 92376

PHONE: (858) 444-1978 FAX: (858) 369-7971 EMAIL: [dave@sscbuild.com](mailto:dave@sscbuild.com) / [Venkat.reddy@sscbuild.com](mailto:Venkat.reddy@sscbuild.com)

***Any questions regarding this proposal please phone Joe Tilley @ (909)322-0076 or [JT4Advantage@aol.com](mailto:JT4Advantage@aol.com)***

*We hereby propose to furnish all material and perform all labor necessary to complete the following:*

**Revised 12/19/18  
DIR#1000025998**

### On Site

#### Parking Lot Grade & Pave

1. Provide and set up barricades and ribbon to block work area.
2. Sub-grade of approximately 155,000 sq. ft to be rock ready prior and compacted prior to move in.
3. Furnish and install an average of 4" of Class II base material to approximately 155,000 sq. ft. of existing sub-grade.
4. Add water (as needed) and roll for maximum compaction to 95%.
5. Provide and apply weed sterilant to approximately 155,000 sq. ft. of previously prepared base material.
6. Apply SS1H tack emulsion to the vertical edges of existing concrete or asphalt.
7. Provide and pave with an average of 3" of hot asphalt to approximately 155,000 sq. ft. over previously prepared base material.
8. Roll hot asphalt for maximum compaction.

\$275,350.00

#### Asphalt Grind & Overlay @ Existing Parking Lots

1. Provide and set up barricades and ribbon to block off work area.
2. Cold mill, clean and haul away grindings from approximately 23,975 sq. ft. of existing asphalt to a depth of 1".
3. Clean and apply SS1H tack emulsion to approximately 23,975 sq. ft. of existing asphalt.
4. Provide and install with .10' of hot asphalt to approximately 23,975 sq. ft. of existing damaged and eroded asphalt.
5. Roll hot asphalt for maximum compaction.

\$33,625.00

File#18JT1058

**Off Site****Street Improvements**

1. Traffic control done by others.
2. Sub-grade of approximately 12,605 sq. ft to be rock ready prior and compacted prior to move in.
3. Furnish and install an average of 6" of Class II base material to approximately 12,065 sq. ft. of existing sub-grade.
4. Add water (as needed) and roll for maximum compaction to 95%.
5. Provide and apply weed sterilant to approximately 12,605 sq. ft. of previously prepared base material.
6. Apply SS1H tack emulsion to the vertical edges of existing concrete or asphalt.
7. Furnish and install with an average of 4" (in two lifts) of hot asphalt to approximately 12,605 sq. ft. over previously prepared base material.
8. Roll hot asphalt for maximum compaction.
9. Cold plan existing asphalt to a depth of .17' below finish surface and haul away grindings to approximately 11,186 sq. ft.
10. Clean and apply SSIH tack emulsion to approximately 11,186 sq. ft.
11. Overlay existing asphalt with .17" of new asphalt to approximately 11,186 sq. ft.
12. Roll and compact.

\$75,572.00

**On Site****Striping, Signs & Bumpers**

1. Provide and set up barricades and ribbon to block work area.
2. Create new layout and paint (w/ two coats) for the following as per plans provided by customer.

391	Single Line Stalls
18	Handicap Stalls / Van Accessible w/Loading Zones
50	Type 1
10	Sq. Ft. Arrows
2,693	Lin. Ft. Red Curb w/NPFL Stencils
16	"Clean Air Vehicle" Stencils
11	STOP w/Bar

3. Furnish and install the following:

18	Handicap / Van Accessible Signs w/Posts
2	Handicap Entrance Sign w/Post
18	Wheel Stops (4')
16	"Clean Air Vehicle" Stencils

\$20,286.00

**TOTAL BASE BID:****\$404,833.00****NOTES:**

- 1) Tests, Permits, Engineering, Staking, Surety Bonds, Soil Tests, to be provided by others.
- 2) Water & Meter to be provided by customer.
- 3) Bid based on (1) Move-In & Prevailing Wages.
- 4) Bid Excludes Cut and / or fill of subgrade unless specified in above line items of bid.
- 5) Bid Excludes Export or Import of material unless specified in above line items of bid.
- 6) Bid Excludes Crack-fill & Weed-kill.
- 7) Bid Excludes Fog seal, Street Clean up from Delivery Trucks Tracking "Tack" material.
- 8) Bid Excludes Guard Top® seal.
- 9) Prices good thru 12/2018.

*All of the work to be completed in a substantial and workmanlike manner according to the **PREVAILING WAGE** standard practices for the sum of **\$404,833.00***

ADVANTAGE UNLIMITED PAVING INC.

By: \_\_\_\_\_  
Company Officer

Upon completion and satisfaction of above work, the customer will be provided with a release from this contract along with the invoice for amount due.

FILE#18JT1058

**- ADVANTAGE UNLIMITED PAVING INC TERMS AND CONDITIONS OF SALE -**  
**PAYMENT - -TERMS: NET CASH TO BE PAID ON COMPLETION OF JOB.**  
**AFTER 30 DAYS, 1 ½% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.**

ADVANTAGE UNLIMITED PAVING INC warrants the above work for a period of one-year on all workmanship and materials.

This proposal is subject to acceptance within 30 days from date of quotation. All modifications of this agreement must be in writing.

Buyer agrees that in the event collection action is required to enforce payment of this contract, whether suit is filed or not, ADVANTAGE UNLIMITED PAVING, INC. shall be entitled to reasonable attorney's fees and court costs, providing that ADVANTAGE UNLIMITED PAVING is the prevailing party.

Upon commencement of scheduled day and work time customer agrees to have the job site totally ready for ADVANTAGE UNLIMITED PAVING to begin the work as stated in contract. This includes, but is not limited to the following;

- 1 ALL vehicles, trash dumpsters and other debris must be removed prior to our work beginning.
2. Pavement must be dry upon our arrival and the irrigation / landscaping water should be turned off at least (24) hours prior to our arrival and 48 hours after completion of work to allow proper curing time of materials.
3. After completion of work performed, ADVANTAGE UNLIMITED PAVING requests the area to remain closed for at least (24) Hours after completion of project.

Unless otherwise specified, the term "fine" grade shall mean that present grades are within 1 inch of finish sub-grade.

Any alteration or deviation from the above specifications involving extra cost of material or labor will be executed only upon written orders for same, and will become an extra charge over the sum mentioned in this contract.

ADVANTAGE UNLIMITED PAVING, INC. shall not be liable for any damage to or breakage of underground pipes and/or conduits not visible from the surface of the ground nor for any damage to approaches (including sidewalk) from the street to property line.

ADVANTAGE UNLIMITED PAVING, INC. shall not be held liable for ANY BACKCHARGES unless previously agreed upon and agreement must be in writing.

ADVANTAGE UNLIMITED PAVING offers no guarantee of drainage on resurfacing jobs unless otherwise specified in the above contract.

ADVANTAGE UNLIMITED PAVING offers no guarantee of regrowth of vegetation on resurfacing jobs unless otherwise specified in the above contract.

ADVANTAGE UNLIMITED PAVING offers no guarantee against cracking on resurface jobs unless otherwise specified on above contract.

ADVANTAGE UNLIMITED PAVING INC. shall not be responsible for cracks in asphalt due to acts of nature ie; earthquake, soil or sub-grade movements or failure of any resurfacing of existing asphalt.

ADVANTAGE UNLIMITED PAVING will not guarantee any crack sealing (cold applied or hot rubberized). Crack-fill by characteristic will settle and the cracks will not seal completely and therefore will not be at the same level as existing asphalt. Cracks may still be visible after the curing of crack seal and the application of a pavement sealer.

Even though ADVANTAGE UNLIMITED PAVING takes great care in cleaning the existing asphalt, we cannot guarantee that the sealcoat will adhere to oil/water saturated areas or other materials/elements that will inhibit the adhesion of the sealcoat / paint.

ADVANTAGE UNLIMITED PAVING does not warrant the following;

1. Any damage to the sealcoat resulting from barricades being removed, torn down, etc. before scheduled time.
2. Any damage to cars, trucks, other vehicles, concrete, shoes, carpets, clothing etc... due to getting on the asphalt materials before proper curing time.
3. Any damage that is not a direct result of negligence or willful misconduct by ADVANTAGE UNLIMITED PAVING.
4. Any "power steering" or scuff marks on the new asphalt or sealcoat. This a normal occurrence in new asphalt paving and sealcoating (especially in hot weather) and usually smooth's back out after traffic has been on it a few days.

The owner or its agents shall hold harmless ADVANTAGE UNLIMITED PAVING Inc. of any/all claims whatsoever involving the property upon which our work is to be performed, including property damage, bodily injury or death, or any other occurrence that is not directly from the sole negligence or willful misconduct of ADVANTAGE UNLIMITED PAVING Inc.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning contractor may be referred to the Registrar, Contractors' State License Board, (3121 Bradshaw Road) Sacramento, CA (mailing address: P.O. Box 26000, Sacramento, CA 95826).

### ACCEPTANCE

I HAVE FULLY READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE.

You are hereby authorized to proceed with the work as per above, and I agree to pay the amount mentioned in said proposal.

**You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day, after the date of this transaction.**

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Upon completion and satisfaction of above work, the customer will be provided with a release from this contract along with the invoice for amount due.*

**BID SCHEDULE**  
**Revised November 27, 2018**  
LUMP SUM BID for the Construction of:  
**FRISBIE PARK EXPANSION**  
**CITY PROJECT NO. 150304**

**BID NO. 19-056**

**DECEMBER 2018**

Pursuant to the Invitation to Bid, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **CONSTRUCTION OF FRISBIE PARK EXPANSION, PROJECT NO. 150304**, in accordance with the Scope of Work and Specifications therefor adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

Total of Bid Breakdown items must equal the lump sum Bid below. See Section 2, Work Details, for a work breakdown itemization.

**WORK**

	<b><u>LUMP SUM</u></b>
1. Project Start-Up	\$ <u>3,980<sup>00</sup></u>
2. Clear and Grub - Demolition	\$ <u>N/A</u>
3. Structure Demolition	\$ <u>N/A</u>
4. Street Improvements (Easton Street, Eucalyptus Avenue & Acacia Avenue)	\$ <u>N/A</u>
5. Earthwork	\$ <u>N/A</u>
6. Drainage	\$ <u>N/A</u>
7. On-Site Utilities (S)	\$ <u>N/A</u>
8. Lighting/Electrical (S)	\$ <u>100<sup>00</sup></u>
9. Site Furnishings (S)	\$ <u>9,630<sup>00</sup></u>
10. Hardscape	\$ <u>N/A</u>
11. Parking Lots	\$ <u>950<sup>00</sup></u>
12. Fences (incl. ballfields), Railings and Walls	\$ <u>66,550<sup>00</sup></u>
13. Play and Exercise Areas (surfacing & equip) (S)	\$ <u>N/A</u>
14. Skate Park (S)	\$ <u>N/A</u>
15. Multi-Use Courts (S)	\$ <u>N/A</u>
16. Restroom/Storage Facility (S)	\$ <u>N/A</u>
17. Concessions/Office Facility (S)	\$ <u>N/A</u>
18. North Restroom Renovation (S)	\$ <u>2,352<sup>00</sup></u>



19. Shade Shelters and Trellis Structures (S) \$ 21,804<sup>00</sup>  
20. Electrical Enclosure (S) \$ 2,515<sup>00</sup>  
21. Irrigation \$ N/A  
22. Landscape \$ N/A  
23. PRZ Turf Areas \$ N/A

Total Amount of Base Bid in Figures \$ 107,781<sup>00</sup>

Total Amount of Base Bid in Words: One hundred and seven thousand Seven hundred and eighty one Dollars and Zero Cents

(s) = Specialty Work Item; see full description within Section 2-3.2 of the Greenbook

Optional Work Item

WORK

LUMP SUM

Two-Year Park Maintenance Period \$ N/A

Total Amount of Optional Work Item in Figures \$ N/A 0.00

Total Amount of Optional Work Item in Words: 00

Zero Dollars and \_\_\_\_\_ Cents

**Bidder Note:** The determination of lowest bid for this project will be based solely on the Total Amount of Base Bid. However, bidders are also required to submit a price for the Optional Work item. Bidder pricing for the Optional Two-Year Park Maintenance Period is to allow the City to determine, at its sole discretion, if it wishes to include this Optional Work Item within the Project. The City may, in its sole discretion, choose to exercise its right to include the optional Two-Year Park Maintenance Period at the time it awards the base bid, at a later time up until the completion of the Project, or, may choose not to exercise its right to have the Optional Work done through its contract at all.

**IN WITNESS WHEREOF CONTRACTOR** executed this Proposal as of date set forth on Page C-1:

BY: [Signature]  
(Signature)

ATTEST BY: \_\_\_\_\_

TITLE: Estimator  
SUB (Contractor)

TITLE: \_\_\_\_\_

# PROPOSAL

*Bithell, Inc.*

*Everything in Coatings*

1004 E. Edna Place  
Covina, CA 91724  
Ph# (626) 331-2292 Fax # (626) 339-4588  
E-mail: jeff@vitroce.com

CA Lic # 225174 C-33  
NV Lic # 44870  
DIR#1000001155

**Date:** 12/19/18

**To:** General Contractor

**Attn:** Bidding/Estimating Dept.

**From:** Jeff Hazlett

**Project:** Frisbie Park Expansion  
1901 N. Acacia Ave  
Rialto, CA. 92376

**Bid Date:** 12/19/18 @ 3pm.

**Addenda:** #1, #2

**Spec Section:** 09900 – Painting  
099623 – Anti-Graffiti Coatings

---

Bid Total = \$107,781.00

**Exclusions:**

1. Any painting or coating work specified in any other Scope of work other than listed above.
2. Traffic Control.

Note: Subcontract terms and conditions are subject to approval by *Bithell, Inc.*

DATE: 12/19/2018

TO: RAL Investment Corporation

RE: Frisbie Park (Rialto, CA) Bid / Scope

California Skateparks Inc. (CSP) will supply materials, labor, general/auto liability insurance, workman's compensation, licensing, and skate park construction experience to complete the above referenced project. CSP will perform the scope of work outlined below for the Skate Features as follows:

**Assisting fine grading, provide and install forms, provide and install reinforce rebar (optional), Provide & place concrete and shotcrete, striping forms, saw cuts, seal joints and clean up All items marked as included on construction Ledge on attached Exhibit A provide & install ornamental coping/edging/grind rails, Details (A, B, C, D, E&F-LSC-4)**

### **CLIENT'S RESPONSIBILITIES**

- Demolition & Rough Grading (Within 1/10" Finish Sub Grade) by CLIENT
- Aggregate Base by General contractor.
- Drainage by CLIENT (CSP Will Set Deck Drain Catch Basins Only-ZURN DRAIN-IN SKATEPARK)
- Fine Grading: California skate parks will assist Fine grading the General contractor. Equipment by General contractor.
- Any Site Work Outside of Skate Park & Work Not Expressly Mentioned.
- Perforated drain pipe and waterproofing on retaining wall per others

### **EXCLUSIONS**

- 1) Concrete Retaining Walls.
- 2) All items marked as excluded on attached Exhibit A
- 3) Locating Underground Utilities
- 4) Rialto Bridge Ledge Detail A-LSC-10, Rialto Arch Sign Detail A-LSC-11. **Option: Add \$21,000.00 for ledge only; The Rialto Metal Arch Sign and the two concrete pedestals are not included-this can be done by a reinforced concrete contractor (Non Skate-able area).**
- 5) Temp Power, Temp Water, Temp Fencing, Temp Facilities
- 6) Site Surveying
- 7) Erosion Control
- 8) Import & Export/Over-Excavation/Removal & Haul Away Of Dirt, Debris, Spoils, Trash
- 9) Sub Surface Drainage, Plumbing, Sewer, Sumps & Basins
- 10) Site Security
- 11) Any Special Testing / Inspections
- 12) Perimeter Fencing, Site Signage, Site Furnishings
- 13) Geotechnical compaction testing
- 14) Landscaping & Irrigation
- 15) Electrical, Lighting, Pumps
- 16) Any Permits, Fees, Bonding (Bonding Can Be Provided At 2% Of Total Contract)
- 17) Any Site Work Outside Limits of Skate Park / Additional Plan Sheets

**Total Concrete Skate Park Bid Proposal Price (Rebar excluded) \$304,620.00**  
**Alternate – Rebar Price \$28,220.00**

The above scope of work and specifications are satisfactory and hereby accepted.



**EXHIBIT A****CONSTRUCTION LEGEND-GENERAL:**

	DESCRIPTION	QUANTITY	DETAIL
Included	✓ 1. CONSTRUCT 6" THICK REINFORCED 4,000 PSI CONCRETE FLATWORK; REFER TO SKATE PARK GRADING PLAN, JOINTING PLAN, AND DETAILS	6,140 SF	DETAIL 'W' SHEET LSC-4
Optional	2. CONSTRUCT RAILTO BRIDGE LEDGE WALL FEATURE; REFER TO SKATE PARK GRADING PLAN AND DETAILS	1 EACH	DETAIL 'W' SHEET LSC-10
Included	✓ 3. CONSTRUCT RAILTO BRIDGE DOUBLE BANK OVER GAP FEATURE; REFER TO SKATE PARK GRADING PLAN AND DETAILS	1 EACH	DETAIL 'W' SHEET LSC-9
Excluded	3a. CONSTRUCT STORM WATER INFILTRATION ROCK BASIN WITH SURFACE DECORATIVE ROCK AND SUBSURFACE LAYERS OF WASHED CRUSHED ROCK WITH GEOTEXTILE FABRIC; REFER TO SKATE PARK GRADING PLAN AND DETAILS	28 CY	DETAIL 'W' SHEET LSC-8
Excluded	4. CONSTRUCT CITY OF RAILTO METAL ARCHED SKIM OVER TWO CONCRETE PEDESTALS; REFER TO SKATE PARK GRADING PLAN AND DETAILS	1 EACH	DETAIL 'W' SHEET LSC-31
Excluded	5. CONSTRUCT 6" WIDE X 12" DEEP CONCRETE CURB FOR PERIMETER OF INFILTRATION BASIN; REFER TO SKATE PARK GRADING PLAN AND DETAILS	45 LF	DETAIL 'W' SHEET LSC-6
Included	✓ 6. CONSTRUCT 5' TALL WEDGE BANK; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	450 CF CONCRETE	DETAIL 'A' SHEET LSC-0
Included	✓ 7. CONSTRUCT 5' TALL X 28'-6" LONG TRIANGULAR BANK AREA; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	175 CF OF CONCRETE	DETAIL 'B' SHEET LSC-8
Included	✓ 8. CONSTRUCT 2' WIDE X 6" RISER CONCRETE STEPS WITH METAL EDGING LENGTHS VARY PER PLAN; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	24LF	DETAIL 'A' SHEET LSC-9 DETAIL 'D' SHEET LSC-4
Included	✓ 9. CONSTRUCT 7' WIDE X 8' LONG CONCRETE BANK WITH METAL EDGING ON THE SIDE FACING STEPS; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	60 CF OF CONCRETE	DETAIL 'A' SHEET LSC-7
Included	✓ 10. CONSTRUCT 3'-8" TALL X 2' WIDE X 12'-3" LONG BRIDGE BANK/LEDGE; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	12 LF	DETAIL 'A' SHEET LSC-7
Included	✓ 11. CONSTRUCT 6' WIDE X 6' LONG CONCRETE BANK WITH METAL EDGING ON THE SIDE FACING STEPS; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	35 CF OF CONCRETE	DETAIL 'A' SHEET LSC-7
Included	✓ 12. CONSTRUCT 3' LONG X 18" WIDE X 6" RISER CONCRETE STEPS WITH METAL EDGING; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	21LF	DETAIL 'B/C' SHEET LSC-8
Included	✓ 13. CONSTRUCT 2'-2" TALL X 14" LONG PIER SLOPED LEDGE WITH METAL EDGING; WIDTH VARY PER PLAN; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	14LF	DETAIL 'A/C' SHEET LSC-8
Included	✓ 14. CONSTRUCT 7' WIDE AT BASE X 2'-3" TALL TRIANGULAR BANK WITH METAL EDGING; REFER TO SKATE PARK GRADING PLAN, METAL PLAN, AND DETAILS	60 CF OF CONCRETE	DETAIL 'A/C' SHEET LSC-8
Excluded	15. INSTALL SKATE-ABLE BOULDERS OVER A 4"-BASE OF CONCRETE; REFER TO SKATE PARK GRADING PLAN AND DETAILS	8 EACH	DETAIL 'E' SHEET LSC-5
Excluded	16. PROVIDE AND INSTALL 2' AND 3' IN SIDE SEAT BOULDERS AT MOUNDED TURF AREA; REFER TO SKATE PARK GRADING PLAN AND DETAILS	10 EACH	DETAIL 'E' SHEET LSC-5
Included	✓ 17. 12" WIDE X 12" DEEP REINFORCED 4,000 PSI CONCRETE BAND; REFER TO SKATE PARK GRADING PLAN, JOINTING PLAN, AND DETAILS	280 LF	DETAIL 'A' SHEET LSC-4
Excluded	18. CONSTRUCT 12"x12" CONCRETE CATCH BASIN WITH STEEL LID; REFER TO SKATE PARK GRADING PLAN AND DETAILS	2 EACH	DETAIL 'A' SHEET LSC-5
Included	✓ 19. CONSTRUCT 6" HIGH X 12" WIDE CONCRETE CURB	115 LF	DETAIL 'C' SHEET LSC-3
Excluded	20. CONSTRUCT 3' WIDE CONCRETE RIBBON GUTTER, SEE CIVIL ENGINEER'S PLAN		
Excluded	21. MOUNDED TURF AREA; REFER TO SITE PLANTING PLAN, SKATE PARK GRADING PLAN, AND DETAILS	2,710 SF	SHEET LP-7 SHEET LSG-1
Excluded	22. MUSCO SPORTS LIGHTS; REFER TO LIGHTING PLAN AND DETAILS	3 EA PER LIGHTING PLAN	SHEET E1.3
Excluded	23. PATHWAY LIGHTS; REFER TO LIGHTING PLAN AND DETAILS	3 EA PER LIGHTING PLAN	SHEET E1.3
Excluded	24. CONSTRUCT 8" ZURN 2415B-FLOOR DRAIN; REFER TO SKATE PARK GRADING PLAN AND DETAILS		
Excluded	25. CONSTRUCT 12"x12" DRAIN GRATE; REFER TO SKATE PARK GRADING PLAN AND DETAILS		

NOTES:  -COBBLE ROCK, SEE DETAIL 'A', SHEET LSC-9

# PROPOSAL

**Prepared by:**

H7 Contracting & Engineering, Inc.  
25096 Jefferson Ave. Suite A-8  
Murrieta, Ca, 92562  
Lic# 1013926  
Phone | 951-213-4604 Fax | 951-602-6104  
Email | [estimating@h7contracting.com](mailto:estimating@h7contracting.com)

**Prepared for:**

Silverstrand Construction  
10065 Old Grove Rd. STE. 200  
San Diego, CA. 92121  
[rudu@sscbuild.com](mailto:rudu@sscbuild.com)

**Date:**

12/17/2018 Revised

**Project Description:**

Wet Utilities

**Project Name:**

Frisbie Park Expansion

**Project Location:**

1901 N. Acacia Ave.  
Rialto, Ca, 92376

Description	Qty	Unit	Cost	Total
<b>DRAINAGE PLANS</b>				
Mobilization	1	LS	\$3,500.00	\$3,500.00
Install 24" ASD N-12 Dual Wall HDPE Pipe	1100	LF	\$66.95	\$73,645.00
Install 18" ASD N-12 Dual Wall HDPE Pipe	170	LF	\$63.95	\$10,871.50
Install 12" ASD N-12 Dual Wall HDPE Pipe	1520	LF	\$42.00	\$63,840.00
Install 8" ADS N-12 Dual Wall HDPE Pipe	600	LF	\$34.50	\$20,700.00
Install 6" ADS N-12 Dual Wall HDPE Pipe	2300	LF	\$23.90	\$54,970.00
Install 4" ADS N-12 Dual Wall HDPE Pipe	30	LF	\$20.15	\$604.50
Install 12" x 12" Catch Basin	16	EA	\$1,065.00	\$17,040.00
Install 18" x 18" Catch Basin	15	EA	\$1,295.00	\$19,425.00
Install 24" x 24" Catch Basin	8	EA	\$1,785.00	\$14,280.00
Install 24" ADS Manhole	6	EA	\$3,295.00	\$19,770.00
Install 24" ADS Flared Outlet	1	EA	\$575.00	\$575.00
Install 24" ADS H-20 Solid Manhole Cover	3	EA	\$305.00	\$915.00
Install Stormtech MC-4500 Infiltration Chambers per Det/Sht LDR-12 & 13 - Underdrain Excluded	4	EA	\$73,250.00	\$293,000.00
Install Concrete Drop Inlet per Det C/Sht LDR-11	3	EA	\$6,425.00	\$19,275.00
Connect to Existing Manhole	7	EA	\$735.00	\$5,145.00

Install Flogard Catch Basin Insert Filter	10	EA	\$900.00	\$9,000.00
Provide 4" Tubular Steel Pipe Through Face of Elevated Walkway	20	LF	\$67.65	\$1,353.00
Construct Manhole per SPPWC Std. 321-2	3	EA	\$6,675.00	\$20,025.00
Install NDS Dura Slope Trench Drain or Approved Equal	50	LF	\$76.00	\$3,800.00
Install 4" Deck Drain per Det A/Sht LDR-11	8	EA	\$130.00	\$1,040.00
Install NDS SPEE-D Drain Basin per Det B/ Sht LDR-11	4	EA	\$210.00	\$840.00
Install Cleanout per SS-205	2	EA	\$1,150.00	\$2,300.00
Install Slotted Stainless/Galv 6"W Pre-Sloped Grate Drain	55	LF	\$103.75	\$5,706.25
Install ADS Curb Inlet with 2' x 2' Grated Inlet	1	EA	\$2,990.00	\$2,990.00
Install 24" ADS Ductile Iron Domed Grate	1	EA	\$315.00	\$315.00
<b>WET UTILITY PLANS</b>				
<b>Sewer</b>				
Furnish and Install 6" PVC SDR 35 Sewer Pipe	260	LF	\$39.35	\$10,231.00
Furnish and Install 4" PVC SDR 35 Sewer Pipe	160	LF	\$30.00	\$4,800.00
Furnish and Install Zurn 1402 Heavy Duty Sewer Cleanout at New Wye Connection to Existing Sewer Line	1	EA	\$795.00	\$795.00
Connect Sewer to Proposed Building. Furnish and Install Zurn 1402 Heavy Duty Sewer Cleanout with Cap Flush with Paving 5' from Building	2	EA	\$795.00	\$1,590.00
Furnish and Install Jensen Precast Model D5 Distribution Box	1	LS	\$750.00	\$750.00
Furnish and Install Jensen Precast JP-1500 1500 Gallon Commercial Septic Tank	1	LS	\$8,345.00	\$8,345.00
Furnish and Install Leach Line	350	LF	\$38.10	\$13,335.00
Furnish and Install Jensen Precast 1500 Gallon Grease Interceptor	1	LS	\$10,175.00	\$10,175.00
Connect To New Sewer Mainline in Easton St.	1	LS	\$4,295.00	\$4,295.00
Furnish and Install 6" PVC SDR 35 Sewer Pipe To Easton St.	500	LF	\$42.95	\$21,475.00
Furnish and Install Sewer Cleanout On Sewer Lateral To Easton St.	6	EA	\$795.00	\$4,770.00

AC Sawcut, Remove and Base Pave Only - Grind/Overlay and Striping Excluded	1	LS	\$4,195.00	\$4,195.00
Traffic Control Per WATCH Manual	1	LS	\$7,345.00	\$7,345.00
<b>Water</b>				
Furnish and Install 2" Sch 80 PVC Domestic Water Line	500	LF	\$22.15	\$11,075.00
Install 6" PVC C900 Fire line	600	LF	\$45.00	\$27,000.00
Install 6" DCDA Assy	1	EA	\$10,450.00	\$10,450.00
Install Fire Hydrant per City of Rialto Std W-705	1	EA	\$9,615.00	\$9,615.00
Fire Line POC - No Details Provided	1	LS	\$11,350.00	\$11,350.00
<b>* PROPOSAL SUBJECT TO PRICE INCREASE AFTER 30 DAYS</b>				
<b>TOTAL</b>				<b>\$826,516.25</b>

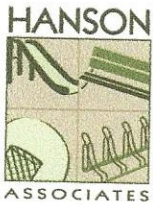
**Exclusions:**

1. Any Permits
2. SWPPP work of any nature
3. Traffic Control.
4. If Traffic Control is listed on the proposal it is per Watch Manual ONLY. Engineered Traffic Control NOT included unless specifically stated.
5. Additional Spoils, Asphalt and Concrete Haul off
6. Concrete sidewalk, curb replacement
7. Construction Staking
8. Temporary Construction Fencing
9. Dewatering and Groundwater of any kind
10. Concrete Wash out Bins
11. Fees for bonds, inspections, compaction test, or engineering
12. Any work not specifically mentioned in this proposal

**Terms and Conditions:**

1. Customer shall supply adequate access to site for material and equipment storage
2. Customer shall supply construction water
3. If Soil cannot be excavated with a 75,000 lb Excavator then T&M is required for Labor and Equipment
4. Proposal is based on prevailing wage rates
5. Proposal is based on plans and specifications provided. The Customer is responsible for providing H7 Contracting & Engineering with accurate and complete information needed to finish the project. Inability to or delays in providing needed information, direction, or decisions may result in a delay completing the project and associated costs.
6. Delays: H7 will be excused for any delay beyond our control. These delays may include, but are not limited to Acts of God, labor disputes, inclement weather, acts of Owner or public authority, or other unforeseen contingencies
7. Insurance Limits: Insurance requested beyond liability coverage that exceeds policy of \$2,000,000 will be an additional cost
8. Payment terms are NET 30 days. Past Due invoices are subject to a 1.5% late charge
9. Should an attorney or a collection agency be employed by us to collect on any debts of the Customer, the Customer agrees to pay all actual cost of collection, attorney's fees, costs and interest on the past due amount.
10. The terms and conditions of this agreement are part of the complete integrated proposal from H7 Contracting & Engineering. Each part of these terms and conditions shall become part of any resultant binding contract with the Customer unless changes in writing are signed by an authorized H7 Contracting & Engineering agent.

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
H7 CONTRACTING & ENGINEERING INC.	1000039100	RIVERSIDE	TEMECULA	CSLB:1013926	Active	06/14/2018	06/30/2019



**Hanson Associates**  
17744 Sky Park Cir, Ste. 250  
Irvine, CA 92614

Phone# 949-261-2224

Fax# 949-261-2227

# Estimate

Date	Estimate #
12/18/2018	2004-1515R2

Name / Address
FRISBIE PARK Estimator: Rick Suarez

Project
FRISBIE PARK

Qty	Description
	SECTION 129300 - SITE FURNISHINGS (FURNISH & INSTALL - AS APPLICABLE) ADDENDUMS #1-2
34	2.01 PICNIC TABLES (REGULAR) Model T6INNVPEDES-POLY 6ft. Table Complete.
11	2.02 PICNIC TABLES (ADA) Model T8INFHDCP4-4S-POLY 8ft. Table Complete.
32	2.07 BENCHES Model B6WBRC4-4S-POLY 6ft. Bench with Back Complete.
4	2.12 PERMANENT BASKETBALL POLE/BACKBOARD/HOOP/NET Basketball Post Complete with Powder Coated Finish.
4	Polychromatic Rectangular Backboard.
4	Goal Rim Hoop with Net.
4	2.13 REMOVABLE BASKETBALL POLE/BACKBOARD/HOOP/NET Basketball Post Complete with Powder Coated Finish.
4	Polycarbonate Rectangular Backboard.
4	Goal Rim Hoop with Net.
4	Basketball Post Sleeve.
4	2.14 PLAYER'S BENCHES 15' In Ground Bench with Back.
2	21' In Ground Bench with Back.
2	2.15 BAT RACKS 14 Capacity Bat Rack.
2	2.16 BASES SAF-T Slider Bases (Set of 3).
4	Pro Home Plate.

**Total**





**Hanson Associates**  
 17744 Sky Park Cir, Ste. 250  
 Irvine, CA 92614

**Phone#** 949-261-2224  
**Fax#** 949-261-2227

# Estimate

Date	Estimate #
12/18/2018	2004-1515R2

<b>Name / Address</b>
FRISBIE PARK Estimator: Rick Suarez

<b>Project</b>
FRISBIE PARK

Qty	Description
4	4-Way Pitchers Rubber.
	2.17 BACKSTOPS
1	Model BS-25-ADA Softball Backstop Complete.
1	Model 1035 T-Ball Backstop.
	2.18 BLEACHERS
4	5 Row x 21' Aluminum Bleacher - Color: Green
	2.19 SCORER'S TABLE
2	Model #BEST08 Scorer's Table with Natural Finish.
	2.20 FOUL POLE
2	Model #K30240 Foul Pole Pair; Surface Mount.
	2.23 EXERCISE EQUIPMENT
1	2 Person Sit-Up Incline Bench.
1	4-Person Pendulum, Abs & Dip Station.
1	2-Person Cross Country Ski.
2	2-Person Lat Pull-Down & Vertical Press Combo.
1	Single Rowing Machine.
2	4-Person Leg Press.
	2.26 TENNIS POSTS AND NETTING
2	Premier Tennis Posts with Powder Coated Finish. Includes Ground-Sleeves, Net, & Center Net Anchor.
1	FREIGHT (Rialto, CA)

<b>Total</b>
--------------





**Hanson Associates**  
17744 Sky Park Cir, Ste. 250  
Irvine, CA 92614


Phone# 949-261-2224  
Fax# 949-261-2227

# Estimate

Date	Estimate #
12/18/2018	2004-1515R2

Name / Address
FRISBIE PARK
Estimator: Rick Suarez

Project
FRISBIE PARK

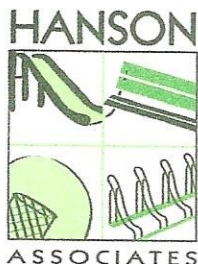
Qty	Description
1	<p><b>***INSTALLATION*** (INCLUDED IN TOTAL - PREVAILING WAGES) OF ALL LISTED ABOVE BY CERTIFIED INSTALLERS PER MANUFACTURER RECOMMENDATIONS. INCLUDES ALL FOOTINGS &amp; EQUIPMENT UNLOADING. BOND RATE = 3% (Not Included In Total).</b></p> <p>Estimate is based on a 5 consecutive day work week. Refer to attachment "A".</p> <p>Work site shall be vehicle accessible. Charges will be assessed if man hours are required to carry product. Charges will be assessed if off-site dirt disposal is required.</p> <p>Cost for Special Insurance Requirements, Including Waiver of Subrogation, Bonds, &amp; "special wording" not included.</p> <p>THANK YOU FOR THE OPPORTUNITY TO WORK WITH YOU ON THIS PROJECT. PLEASE CONTACT ME SHOULD YOU HAVE ANY QUESTIONS OR NEED ANY ADDITIONAL INFORMATION.</p> <p>BEST REGARDS,</p> <p> RICK SUAREZ Sales Tax</p>

CSLB License #928149 C61/D34 & DIR registered #1000008260

Hanson Associates is a Small Business Enterprise (SBE), and supports DBE, WBE, MBE, & VBE.

Assumes no permits are required, and customer releases any liability from Hanson Associates & Installer. Quote good for thirty days due to rising material costs.

<b>Total</b>	<b>\$407,680.48</b>
--------------	---------------------



**Attachment "A"**  
**Regarding Quotation on Product & Installation\***

- **Includes:** Sales Tax, Freight, One-time equipment mobilization on site, Equipment layout (no surveying) from customer furnished reference points for each type of equipment location & approved submittals, machine (not by hand) digging of holes for footings, standard insurance coverage, concrete for footings per manufacturers' requirements, labor and tools for installations and assembly of equipment, normal working hours, and as applicable..... unless excluded in the quote.
- **Excludes:** Bonds, permits, engineering/fees, environmental handling certification, waiver of subrogation, O/T, after school working hours, equipment/material unloading, protection and storage of equipment, painting, security/safety fencing and patrol, concrete/asphalt sawing, core drilling, demolition of concrete and/or asphalt for footing locations, haul of spoils (concrete, asphalt, and soil) from excavation of footings, off-hauls of spoils, grading or site prep, concrete pads & paving, damage to or relocation of existing under/above ground utilities w/o as is drawings, erosion control & dewatering, templates, and as applicable.....unless included in the quote.
- **Additional Charges:** Labor and equipment charges may be required as Change Orders, if any of the following are encountered: Special Environmental Certification, Boulder, Rock, hard rock, unstable soils, existing ground cover, and materials interfering with installation. Return trips to the site caused by unforeseen circumstances, out of sequence installation and or/"piece-meal" work, or unloading for equipment sold or to be installed.

**Who We Are**

Thank you for your interest in Hanson Associates. We are a certified Small Business Enterprise (SBE) and support WBE, MBE, VBE, and DBE.

Hanson Associates' Team includes a California Registered Professional Quality Engineer.

Hanson Associates was established in 1978 and is a Wholesaler of Playground Equipment, Resilient Playground Surfacing (including PIP, Tiles, Woodchips, Sand) and Sports Equipment. Services for Playground design, inspection and Audits are also available. In addition Hanson Associates represents manufacturers of Shade Shelters, Site furnishings, Stadium Bleachers, Seating, Flagpoles, Food Services Equipment, and BBQ's / Islands.

Hanson Associates has a Contractor License with local business license, state resale tax permit and proper insurance. Hanson Associates subcontracts installation from certified insured, prevailing wage licensed contractors, who carry proper levels of general liability, workers compensation, automobile insurance, and can support schedule. Installer certification/qualification is based on Hanson Associates training programs or experience which qualifies them for overall installation and in support of warranties of product, service, and usage requirements.

Again, thank you for your interest in Hanson Associates and if you have any questions please feel free to contact the office.



	PRZ Turf Area 180,000 SF	\$130,000.00
19.	Shade Shelters and Trellis Structures (S)	\$ _____
20.	Electrical Enclosure (S)	\$ _____
21.	Irrigation	\$ <u>700,000.00</u>
22.	Landscape	\$ <u>460,000.00</u>
23.	PRZ Turf Areas	\$ <u>65,000.00 (92,000 SF)</u>

**DG (2290SF): \$5,038 /Gravel (2635SF) 5,270.00**

Total Amount of Base Bid in Figures \$ \_\_\_\_\_

Total Amount of Base Bid in Words: \_\_\_\_\_

Dollars and

**Steel edging (160LF) : \$1,600 /Cobble (9,990SF) :\$99,900.00** \_\_\_\_\_Cents

(s) = Specialty Work Item; see full description within Section 2-3.2 of the Greenbook

	Optional Work Item
<u>WORK</u>	<u>LUMP SUM</u>
Two-Year Park Maintenance Period	\$ <u>143,976.00</u>
Total Amount of Optional Work Item in Figures \$ _____	
Total Amount of Optional Work Item in Words: _____	
_____ Dollars and	
_____Cents	

**Bidder Note:** The determination of lowest bid for this project will be based solely on the Total Amount of Base Bid. However, bidders are also required to submit a price for the Optional Work item. Bidder pricing for the Optional Two-Year Park Maintenance Period is to allow the City to determine, at its sole discretion, if it wishes to include this Optional Work Item within the Project. The City may, in its sole discretion, choose to exercise its right to include the optional Two-Year Park Maintenance Period at the time it awards the base bid, at a later time up until the completion of the Project, or, may choose not to exercise its right to have the Optional Work done through its contract at all.

**IN WITNESS WHEREOF CONTRACTOR** executed this Proposal as of date set forth on Page C-1:

BY: _____	ATTEST BY: _____
(Signature)	
TITLE: _____	TITLE: _____
(Contractor)	

# ORTCO, INC.

License #657695

2163 N. Glassell Street  
Orange, CA 92865  
714 998-3998  
714 998-3996 Fax  
DIR #1000001641

## QUOTE

DATE	QUOTE #
12/17/2018	2018-666

NAME / ADDRESS
GENERAL CONTRACTORS

PROJECT
FRISBIE PARK GREENFIELDS EQUIP.

ITEM	DESCRIPTION	QTY	COST	TOTAL
INSTALLATION	INSTALLATION ONLY OF GREENFIELDS EQUIPMENT AND SIGNS. REFERENCE GREENFIELDS QUOTE # GF8796, DATED ON 12/17/2018. SET PER MANUFACTURERS SPECIFICATIONS.		10,500.00	10,500.00
EXCLUSIONS	EXCLUSIONS: DEMO AND/OR REMOVAL OF ANY EXISTING EQUIPMENT OR STRUCTURES, SAFETY SURFACING, ASPHALT, CONCRETE, BORDERS, CURBS, SUB-BASE AND COMPACTION. ANY OTHER ITEMS OTHER THAN THOSE SPECIFICALLY STATED IN THIS QUOTE. PERMITS NOT INCLUDED. AREA TO BE CLEAR & LEVEL. UNDERGROUND UTILITIES MUST BE MARKED. NOT RESPONSIBLE FOR DELAYS CAUSED BY WEATHER.			
DIR REQUIREME...	WHEN REQUIRING CERTIFIED PAYROLL TO BE UPLOADED ON THE DIR WEBSITE, PLEASE FORWARD YOUR DIR PROJECT NUMBER TO US ALONG WITH YOUR PO BEFORE COMMENCEMENT OF THE PROJECT SO WE MAKE SURE WE ARE COMPLIANT IN SUBMITTING ALL PAYROLLS IN A TIMELY MANNER.			
PRICES	PRICES ARE GOOD FOR 60 DAYS			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL \$10,500.00		

SIGNATURE \_\_\_\_\_

# ORTCO, INC.

License #657695

2163 N. Glassell Street  
Orange, CA 92865  
714 998-3998  
714 998-3996 Fax  
DIR #1000001641

## QUOTE

DATE	QUOTE #
12/12/2018	2018-516

NAME / ADDRESS
GENERAL CONTRACTORS

PROJECT
FRISBIE PARK PLAYGROUNDS

ITEM	DESCRIPTION	QTY	COST	TOTAL
INSTALL	INSTALLATION ONLY OF MIRACLE RECREATION EQUIPMENT- AGES 5 - 12 PLAY STRUCTURE. REFERENCE MREC QUOTE #2018-14495 DATED 12/17/2018 TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ORTCO IS A MREC CERTIFIED INSTALLER		25,805.00	25,805.00
INSTALL	INSTALLATION ONLY OF MIRACLE RECREATION EQUIPMENT- AGES 2- 5 PLAY STRUCTURE. REFERENCE MREC QUOTE # 2018-14495 DATED 12/17/2018 TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ORTCO IS A MREC CERTIFIED INSTALLER		11,740.00	11,740.00
EXCLUSIONS	EXCLUSIONS: DEMO AND/OR REMOVAL OF ANY EXISTING EQUIPMENT OR STRUCTURES, SAFETY SURFACING, ASPHALT, CONCRETE, BORDERS, CURBS, SUB-BASE AND COMPACTION. ANY OTHER ITEMS OTHER THAN THOSE SPECIFICALLY STATED IN THIS QUOTE. PERMITS NOT INCLUDED. AREA TO BE CLEAR & LEVEL. UNDERGROUND UTILITIES MUST BE MARKED. NOT RESPONSIBLE FOR DELAYS CAUSED BY WEATHER.			
DIR REQUIREME...	WHEN REQUIRING CERTIFIED PAYROLL TO BE UPLOADED ON THE DIR WEBSITE, PLEASE FORWARD YOUR DIR PROJECT NUMBER TO US ALONG WITH YOUR PO BEFORE COMMENCEMENT OF THE PROJECT SO WE MAKE SURE WE ARE COMPLIANT IN SUBMITTING ALL PAYROLLS IN A TIMELY MANNER.			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL		

SIGNATURE

# ORTCO, INC.

License #657695

2163 N. Glassell Street  
Orange, CA 92865  
714 998-3998  
714 998-3996 Fax  
DIR #1000001641

## QUOTE

DATE	QUOTE #
12/12/2018	2018-516

NAME / ADDRESS
GENERAL CONTRACTORS

PROJECT
FRISBIE PARK PLAYGROUNDS

ITEM	DESCRIPTION	QTY	COST	TOTAL
ADDTL INSURA...	DIRECT COST FOR ANY ADDITIONAL INSURANCE ABOVE AND BEYOND 1 MILLION FOR GL, WC, AUTO, AND UMBRELLA WILL BE CHARGED DIRECTLY TO CUSTOMER , IF REQUIRED BY CONTRACT.			
ROCKS	THERE MAYBE AN INCREASE IN PRICE DUE TO UNFORESEEN ROCKY CONDITIONS			
PRICES	PRICES ARE GOOD FOR 60 DAYS			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL \$37,545.00		

SIGNATURE \_\_\_\_\_

# ORTCO, INC.

License #657695

2163 N. Glassell Street  
Orange, CA 92865  
714 998-3998  
714 998-3996 Fax  
DIR #1000001641

## QUOTE

DATE	QUOTE #
12/12/2018	2018-514

NAME / ADDRESS
GENERAL CONTRACTORS

PROJECT
FRISBIE PARK SHELTERS (REBID)

ITEM	DESCRIPTION	QTY	COST	TOTAL
SHELTER	INSTALLATION ONLY OF POLIGON OR EQUAL SHELTER- STYLE TRE- 12 x 92 CURVED TRELLIS ORTCO INC IS A POLIGON CERTIFIED INSTALLER	2	41,570.00	83,140.00
SHELTER	INSTALLATION ONLY OF POLIGON OR EQUAL SHELTER- STYLE MIL - 12 x 44 ORTCO INC IS A POLIGON CERTIFIED INSTALLER	2	23,928.00	47,856.00
SHELTER	INSTALLATION ONLY OF POLIGON OR EQUAL SHELTER- STYLE CAR- 24 TG ORTCO INC IS A POLIGON CERTIFIED INSTALLER	4	21,145.00	84,580.00
SHELTER	INSTALLATION ONLY OF POLIGON OR EQUAL SHELTER- STYLE CWC- 10 x 16 TG/SS ORTCO INC IS A POLIGON CERTIFIED INSTALLER	2	9,936.00	19,872.00
SHELTER	INSTALLATION ONLY OF POLIGON OR EQUAL SHELTER- STYLE CWC- 10 x 20 TG/SS ORTCO INC IS A POLIGON CERTIFIED INSTALLER	2	12,129.00	24,258.00
SHELTER	INSTALLATION ONLY OF POLIGON OR EQUAL SHELTER-STYLE CWC - 10 x 35 TG/SS ORTCO INC IS A POLIGON CERTIFIED INSTALLER	1	18,440.00	18,440.00
SHELTER	INSTALLATION ONLY OF POLIGON OR EQUAL SHELTER-STYLE CHE - 16 x 24 MR/TG/SS ORTCO INC IS A POLIGON CERTIFIED INSTALLER	1	16,895.00	16,895.00
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL		

SIGNATURE

# ORTCO, INC.

License #657695

2163 N. Glassell Street  
Orange, CA 92865  
714 998-3998  
714 998-3996 Fax  
DIR #1000001641

## QUOTE

DATE	QUOTE #
12/12/2018	2018-514

NAME / ADDRESS
GENERAL CONTRACTORS

PROJECT
FRISBIE PARK SHELTERS (REBID)

ITEM	DESCRIPTION	QTY	COST	TOTAL
SHELTER	INSTALLATION ONLY OF POLIGON SHELTER- STYLE LTN - 28 TG/SS ORTCO INC IS A POLIGON CERTIFIED INSTALLER	4	33,945.00	135,780.00
SHELTER	INSTALLATION ONLY OF POLIGON SHELTER- STYLE LTN - 24 TG/SS ORTCO INC IS A POLIGON CERTIFIED INSTALLER	1	42,620.00	42,620.00
SHELTER	INSTALLATION ONLY OF POLIGON OR EQUAL SHELTER- STYLE CWC -14 x 30 TG/SS ORTCO INC IS A POLIGON CERTIFIED INSTALLER	1	22,350.00	22,350.00
EXCLUSIONS	EXCLUSIONS: DEMO AND/OR REMOVAL OF ANY EXISTING EQUIPMENT OR STRUCTURES, SAFETY SURFACING, ASPHALT, CONCRETE, BORDERS, CURBS, SUB-BASE AND COMPACTION. ANY OTHER ITEMS OTHER THAN THOSE SPECIFICALLY STATED IN THIS QUOTE. PERMITS NOT INCLUDED. AREA TO BE CLEAR & LEVEL. UNDERGROUND UTILITIES MUST BE MARKED. NOT RESPONSIBLE FOR DELAYS CAUSED BY WEATHER.			
DIR REQUIREME...	WHEN REQUIRING CERTIFIED PAYROLL TO BE UPLOADED ON THE DIR WEBSITE, PLEASE FORWARD YOUR DIR PROJECT NUMBER TO US ALONG WITH YOUR PO BEFORE COMMENCEMENT OF THE PROJECT SO WE MAKE SURE WE ARE COMPLIANT IN SUBMITTING ALL PAYROLLS IN A TIMELY MANNER.			
ADDTL INSURA...	DIRECT COST FOR ANY ADDITIONAL INSURANCE ABOVE AND BEYOND 1 MILLION FOR GL, WC, AUTO, AND UMBRELLA WILL BE CHARGED DIRECTLY TO CUSTOMER , IF REQUIRED BY CONTRACT.			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL		

SIGNATURE



# ORTCO, INC.

License #657695

2163 N. Glassell Street  
Orange, CA 92865  
714 998-3998  
714 998-3996 Fax  
DIR #1000001641

## QUOTE

DATE	QUOTE #
12/12/2018	2018-514

NAME / ADDRESS
GENERAL CONTRACTORS

PROJECT
FRISBIE PARK SHELTERS (REBID)

ITEM	DESCRIPTION	QTY	COST	TOTAL
ROCKS	THERE MAYBE AN INCREASE IN PRICE DUE TO UNFORESEEN ROCKY CONDITIONS			
PRICES	PRICES ARE GOOD FOR 60 DAYS			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL \$495,791.00		

SIGNATURE \_\_\_\_\_

# ORTCO, INC.

License #657695

2163 N. Glassell Street  
Orange, CA 92865  
714 998-3998  
714 998-3996 Fax  
DIR #1000001641

## QUOTE

DATE	QUOTE #
12/12/2018	2018-517

NAME / ADDRESS
GENERAL CONTRACTORS

PROJECT
FRISBIE PARK WEBCOAT TABLES AND BENCHES

ITEM	DESCRIPTION	QTY	COST	TOTAL
INSTALL	INSTALLATION ONLY OF WEBCOAT PRODUCTS AS DESCRIBED ON SII RECREATIONAL PRODUCTS QUOTE # Web9487 DATED 12/17/2018		60,000.00	60,000.00
EXCLUSIONS	EXCLUSIONS: DEMO AND/OR REMOVAL OF ANY EXISTING EQUIPMENT OR STRUCTURES, SAFETY SURFACING, ASPHALT, CONCRETE, BORDERS, CURBS, SUB-BASE AND COMPACTION. ANY OTHER ITEMS OTHER THAN THOSE SPECIFICALLY STATED IN THIS QUOTE. PERMITS NOT INCLUDED. AREA TO BE CLEAR & LEVEL. UNDERGROUND UTILITIES MUST BE MARKED. NOT RESPONSIBLE FOR DELAYS CAUSED BY WEATHER.			
ACCESS	THERE WILL BE AN ADDITIONAL CHARGE IF THERE IS NOT ACCEPTABLE ACCESS. THERE MUST BE A MINIMUM OF 8' WIDE BY 15' HIGH PATHWAY FOR EQUIPMENT TO REACH PLAY AREA.			
ROCKS	THERE MAYBE AN INCREASE IN PRICE DUE TO UNFORESEEN ROCKY CONDITIONS			
ADDTL INSURA...	DIRECT COST FOR ANY ADDITIONAL INSURANCE ABOVE AND BEYOND 1 MILLION FOR GL, WC, AUTO, AND UMBRELLA WILL BE CHARGED DIRECTLY TO CUSTOMER , IF REQUIRED BY CONTRACT.			
DIR REQUIREME...	WHEN REQUIRING CERTIFIED PAYROLL TO BE UPLOADED ON THE DIR WEBSITE, PLEASE FORWARD YOUR DIR PROJECT NUMBER TO US ALONG WITH YOUR PO BEFORE COMMENCEMENT OF THE PROJECT SO WE MAKE SURE WE ARE COMPLIANT IN SUBMITTING ALL PAYROLLS IN A TIMELY MANNER.			
PRICES	PRICES ARE GOOD FOR 60 DAYS			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL		\$60,000.00

SIGNATURE \_\_\_\_\_



**Precision Engineering Surveyors, Inc. CSL LS3983**

7231 Boulder Ave #531 Highland, CA 92346

909.862.6326 – Phone 909.862.6328 - Fax

**DOT UDBE/SMBE CERTIFICATE NO. C8765**

**STATE OF CA SBE NO.1019240**

**PWCR#: 1000001646**

December 19, 2018

**ESTIMATOR DEPARTMENT:**

**RE: CONSTRUCTION STAKING ESTIMATE – FRISBIE PARK EXPANSION,  
IN THE CITY OF RIALTO, CA**

Precision Engineering Surveyors (LS 3983) is pleased to submit this proposal for construction staking services for the above referenced project. The items in this scope may be deleted or revised to meet your specific requirements. Upon review of the improvement plans and **ADDENDUM'S 1-2**, we have determined a scope of services as follows:

**SCOPE OF SERVICES**

**CONSTRUCTION STAKING**

Provide one set of stakes for each of the following operations:

**INCLUDES ON AND OFF SITE**

1. **Grade Staking**
  - a. Establish horizontal and vertical control
  - b. Perimeter of site @ +/- 60'
  - c. Stake limits at 60'
  - d. Slope staking at 60'
  - e. Stake all bottom of excavation
  - f. Building pad corners (no blue tops)
2. **Foundation Construction**
  - a. Each building will be laid out as either a square or Rectangle
  - b. Each layout corner will have two stakes per corner and line stake(s) will be set around the perimeter of each building is a distance of 50' is exceeded. In such case. A line stake will be added for each 50' of distance between corner stakes.
  - c. Building pad certification
3. **Curb, Curb & Gutter, "V" Gutter, Concrete flat**
  - a. Set Stakes at +/- 30' centers
  - b. Beginning at curve and/or radius
  - c. End of curve and/or radius
  - d. Grade Breaks
  - e. Angle Points
4. **Utility System**
  - a. Staked at +/- 30' intervals

- b. Catch Basins
  - c. Manholes
  - d. +/- 30' intervals
  - e. Manholes
  - f. Adjacent curbs to fire hydrant laid out for fire hydrant
  - g. Layout light standards, transformer pads, and vaults.
5. **Walls**
- a. Set stake at 60' intervals and major control points for construction of all walls with grades to top of footing and top of wall.
  - b. Trash enclosures and staking curved wall at 30 ft intervals.
6. **Field Engineering Requirements per Spec**
- a. Record Documents
  - b. Statement of compliance
  - c. Submittals
7. **Research/Calcs-** Review improvement plans and perform calculations and research necessary for staking.

Total Estimated South Cost \$59,500.00

Total Estimated North Cost \$20,475.00

**Total Estimated Cost \$79,975.00**

This estimate is based on staking each item in separate continuous move ins. Cost includes field supervision, scheduling and coordination as well as performing all calculations necessary and preparing and checking grade sheets for efficient staking. Only items noted above are included in this estimate.

**Should improvement plans have insufficient data, contractor to provide a full set of plans depicting all horizontal data necessary for staking.**

Staking/survey services rates for additional staking (if necessary):

Two-man field crew: \$215.00 hr.

Office Land Surveyor: \$105.00 hr.

Should you have any questions regarding this proposal, please do not hesitate to contact me at (909) 831-4766

Sincerely,

**Fernando Padilla**

Chief of Surveys



**Precision Engineering Surveyors, Inc. CSL LS3983**

7231 Boulder Ave #531

Highland, CA 92346

909.862.6326 - Phone

909.862.6328 - Fax

909.831.4766 - Cell

fpadilla@precisionsurveyor.com



# Robertson

## Recreational Surfaces

A **PLAYCORE** Company

### Robertson Industries, Inc.

2414 West 12th Street, Suite 5

Tempe, AZ 85281

(800) 858-0519

FAX: (602) 340-0402

www.totturf.com



**Project Name:** Frisbie Park - Rialto - RFB 18-003 Re-Bid #2

**Address:** 1901 N. Acacia Ave. Rialto CA 92376

**Contact:**

**Phone #:**

**Email:**

**Fax #:**

### Sales Representative

**Name:** Vince Brantley

**Phone:** (714) 904-8219

**Fax:** (855) 700-8780

**Email:** vbrantley@playcore.com

*Scope: See page 2 for detailed scope information*

PRODUCT NAME	DESCRIPTION	QUANTITY	SALES PRICE	TOTAL PRICE
Aliphatic TPV	Bid Alt Area - Tot Turf TPV Aliphatic Premium Colors and Design & Tot Turf Advantage	4,500	\$16.49	\$74,205.00
Aliphatic TPV	Base Bid - Tot Turf TPV Aliphatic Premium Colors and Design & Tot Turf Advantage	7,760	\$16.49	\$127,962.40
Aromatic EPDM	Fitness Pads - Tot Turf EPDM Beige & Brown	1,202	\$14.66	\$17,621.32
<b>GRAND TOTAL</b>				<b>\$219,788.72</b>

**PRICE EXPIRES: 03/18/2019**

**Issue all POs, Contracts, and payments to ROBERTSON INDUSTRIES, INC.**

### CONTRACTOR'S LICENSE NUMBERS:

**AZ:** ROC091920, CLASS L-05 ~ **CA:** 667261, CLASS C/61 D/12

**FL:** CGC 038554 ~ **NV:** 42331, CLASS C25 C40

**CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)**



## PROJECT SCOPE

<b>Project Name:</b> Frisbie Park - Rialto - RFB 18-003 Re-Bid #2 <b>Address:</b> 1901 N. Acacia Ave. Rialto CA 92376 <b>Site Contact:</b> <b>Phone #:</b> <b>Email:</b>	<b>ESTIMATED INSTALL DATE:</b>  2019
--	--

- |  |   |
|--|---|
| 1. PRODUCT: <b>Poured in Place</b><br>Additional Products:<br><br>2. URETHANE: <b>Aliphatic</b><br><br>3. TOTAL SQUARE FOOTAGE: <b>12,325</b> TTL # of Pads: <b>2</b><br>Pad #1: Pad #3:<br>Pad #2: Pad #4:<br><br>4. TURNDOWN: <b>No</b><br><br>5. DEPTH OF SYSTEM: <b>3.5</b><br>Pad #1: Pad #3:<br>Pad #2: Pad #4:<br><br>6. WEAR COURSE COLORS: <b>Per Plans</b><br>Pad #1: Pad #3:<br>Pad #2: Pad #4:<br><br>7. LAYOUT / DESIGN: <b>Yes, Attached / Yes</b><br><br>8. SITE ACCESSIBILITY: <b>0-25', No Stairs</b><br><br>9. SUB BASE TYPE: <b>By Others</b> | 10. DEMOLITION: <b>No</b><br><br>11. EXCAVATION: <b>No</b><br><br>12. SAWCUTTING: <b>No</b><br><br>13. WASTE DISPOSAL: <b>No</b><br><br>14. SECURITY: <b>No</b><br><br>15. TESTING: <b>Not Included</b><br><br>16. WAGE TYPE: <b>Federal Prevailing</b><br><br>17. UNION: <b>No</b><br><br>18. BONDING: <b>No</b><br><br>19. WARRANTY: <b>5 year</b><br><br>20. CA GRANT: <b>N/A</b><br><br>21. TT ADVANTAGE: <b>Yes, See Documents</b><br>TT ADVANTAGE COLOR: <b>Beige</b> |
|--|---|

### PROJECT SCOPE NOTES:

DIR # 1000002700 Exp 6/30/19 Lic # 667261  
SPECIFIED PRODUCT: TOT TURF TPV ALIPHATIC  
Furnish and install IPEMA Certified Rubberized PIP Safety Surfacing per plans, specs and addendum(s) as of 10/15/18  
12,325 SF at 3.5" per specifications  
Architect and customer specified TOT TURF TPV Blends with Aliphatic of multiple colors and design per plans.  
Tot Turf Advantage High Impact Surfacing included per drawings

Fitness Pads 1,202 SF at 2" Beige & Brown  
Direct access (within 50 LF) to play area must be available for staging area

Sub base / Site prep / Testing and Security by others - NOT INCLUDED

**TOTAL PRICE: \$219,788.72**

Customer Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS & CONDITIONS**

Robertson Industries, Inc. is an IPEMA (International Play Equipment Manufacturers Association) certified manufacturer.

Our Products meet or exceed all ASTM F-1292 and ASTM F-1951 standards, as well as all CDC and ADA standards, as they apply to safety surfacing and playgrounds.

Robertson Industries' installers have been drug-screened, background checked and E-Verified. Installers have successfully undergone safety and OSHA training. Records available upon request.

See product specifications for specific detailed product and installation information. Product specifications are available from your Sales Representative. Material samples will be provided upon request.

1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
2. In the event that a change in color, color percentage, thickness, or square footage is requested, a revised proposal and/or purchase order will be required before installation can begin.
3. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until the Change Order(s) are fully executed.
4. ANY additional site work not included here within, including sub base, is the responsibility of the owner.
5. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after the installation has completed.
6. Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
7. Security during install and upon completion is the responsibility of the owner, unless specified otherwise in Project Scope.
8. Any excess material at the job site upon completion is property of Robertson Industries, Inc., unless otherwise noted here within.
9. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
10. Scheduling and crew deployment is subject to local weather conditions.
11. Warranty will NOT be issued unless "Completion Sheet" is signed.
12. All projects over \$2,500.00 will be issued a preliminary lien.

**INSTALLATION EXCLUSIONS, unless otherwise noted in Project Scope (page 3).**

Permits/Licensing	State or Federal (Davis Bacon) Wages	Demolition
Builders Risk Insurance/	Union Fees (PLA/PSA Contracts)	Drainage
Additionally Insured	Engineering	Waste/Dumpsters
OCIP	Fall Height/Attenuation Testing	Rooftop Installations
Waivers of Subrogation	Fencing/Security	Extended Warranty
Bonding	Excavation and Site Work/Preparation	Third-Party Playground Inspections

**INITIALS**

PROPOSAL ACCEPTANCE

Robertson Industries, Inc. 2414 West 12th Street, Suite 5, Tempe, AZ 85281  
(800) 858-0519, FX: (602) 340-0402, www.totturf.com

**ACCEPTANCE:** I agree to the scope and details as provided for the abovementioned proposal as well as the terms outlined in this agreement.

I am duly authorized by \_\_\_\_\_  
to approve and accept this proposal as stated.

SIGNATURE:

DATE:

PRINTED NAME:

TITLE:

COMPANY NAME:

BILLING CONTACT:

ADDRESS:

PHONE:

FAX:

EMAIL:

☐ CONTRACT    ☐ PURCHASE ORDER    ☐ OTHER  
will follow this signed proposal.

**PAYMENT TERMS:**  
Payment may be made via Check, Cash, or Credit Card. Customers requesting a line of credit must submit a credit application and/or a 50% deposit. Credit applications can be obtained from your sales representative.

Please attach a copy of your TAX EXEMPT CERTIFICATE if you or your company is claiming tax exemption.

TOTAL PURCHASE AMOUNT: \$219,788.72

Issue all POs, Contracts, and payments to **ROBERTSON INDUSTRIES, INC.**  
Send ALL completed forms back to your Sales Representative:

Vince Brantley  
Fax: (855) 700-8780  
vbrantley@playcore.com

CLICK HERE TO PAY WITH A CREDIT CARD

[PAY NOW!](#)





Date: 12/19/2018

**Non-Union Company**  
**Lic. # 934352**  
**DIR# 1000001516**

Job Name: Frisbie Park Expansion  
Re: Fencing & Gates  
Attn: Estimating

## **Team West Contracting (Fence Division)**

2733 Vista Ave, Bloomington, Ca, 92316

**\* DVBE / SDVOSB / SBE**

**(909) 421-4450 Phone (909) 421-4471 Fax**

### **Addendum(s) (2)**

Team West Contracting, proposes to supply and install the following items. Due to volatility of the current supply market, proposal must be signed within 60 days from above date and project must start within 120 days, or a material price increase may occur. We are bondable at 2.5%; however, it is not included in proposal.

### **Proposed Material and area of work:**

#### **Base Bid**

1. Furnish and install approx. 1,410 LF of 6' high Tubular Steel Fencing
  - Manufacturer: Ameristar
  - Style: Montage II Industrial Genesis 3-Rail
  - Color: Black
  - Concrete Footings Included
2. Furnish and install All Chain Link Fencing, Gates, and Backstop at New T-Ball Field
  - All Materials to be Galvanized
  - Concrete Footings Included
  - (2) 20' high Foul Poles Included
  - Netting Included
3. Furnish and install All Chain Link Fencing, Gates, and Backstop at New Softball Field
  - All Materials to be Galvanized
  - Concrete Footings Included
  - Netting and Posts Included for Outfield Fence
  - (2) 20' high Foul Poles Included
4. Furnish and install approx. 504 LF of 10' high Chain Link Fencing at Tennis Courts
  - All Materials to be Galvanized
  - Concrete Footings Included
  - Windscreen Included
5. Furnish and install (3) Vehicular Gates
  - Concrete Footings Included
6. Furnish and install approx. 377 LF of 42" high Tubular Steel Fencing at Play Area
  - All Materials to be Primed and Painted
  - Concrete Footings Included
7. Furnish and install approx. 946 LF of 42" high Tubular Steel Fencing on Walls
  - All Materials to be Primed and Painted
  - Concrete Footings Included
8. Furnish and install (1) New Backstop at Existing Softball Field
9. Furnish and install New Chain Link Fencing and Gates at Existing Dugouts at (3) Existing Softball Fields
  - All Materials to be Galvanized
  - Concrete Footings Included
10. Furnish and install New 6' high Chain Link Fencing at Existing Outfields at (3) Existing Softball Fields
  - All Materials to be Galvanized
  - Concrete Footings Included
11. Sand and Paint Existing Posts and Rails at (3) Existing Softball Fields
12. Relocate (2) Existing Foul Poles

13. Furnish and install approx. 175 LF of 10' high Chain Link Fencing at Little League Bullpens  
- All Materials to be Galvanized  
- Concrete Footings Included  
- (2) 4' wide x 8' high Single Swing Gates Included  
- 175 LF of 10' high Netting on Top of Chain Link Fencing Included  
14. Furnish and install approx. 2,440 LF of 3' high Handrail  
- All Materials to be Galvanized

**Proposed Cost: \$1,057,772.00**

**Note: Prevailing Wages are Included**

**DVBE # 1738461**

Per fence detail, plans & Fencing specifications.

**Exclusions:** Grading, staking, clearing, grubbing, coring, locksets, permits, demolition, mow strip, "V"-track installation, post sleeves & installation, spoils removal, backfilling, core drilling, saw cutting, concrete patching, asphalt patching, painting, temp fence, signs, concrete flat work, electrical, grounding, irrigation, surveying, existing underground pipes & electrical wiring, engineering, permits, shop and field inspections & testing, ADA regulations, payment & performance bonds & fees, waiver of subrogation, excess liability policies and Union agreements.

Joseph Maletic  
VP/Estimating  
Office: (909)421-4450  
Cell: (951)347-6387

**Signature below will be considered acceptance of above proposal and notice of intent to award so as to begin the preparation of submittals.**

**Scope of work accepted: Print name: \_\_\_\_\_ initial: \_\_\_\_\_ Date: \_\_\_\_\_**

# EXHIBIT C



## Contractor's License Detail for License # 983391

**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.

Data current as of 12/20/2018 3:02:54 PM

### Business Information

RC GRAVES CONSTRUCTION  
2223 N LOCUST AVENUE  
RIALTO, CA 92377  
Business Phone Number:(909) 829-3688

**Entity** Joint Venture  
**Issue Date** 05/02/2013  
**Expire Date** **05/31/2019**

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

A - GENERAL ENGINEERING CONTRACTOR  
B - GENERAL BUILDING CONTRACTOR  
C-8 - CONCRETE

### Bonding Information

#### **Contractor's Bond**

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

**Bond Number:** 5171471

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

Contractor's Bond History

### Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

**Effective Date:** 05/30/2017

**Expire Date:** None

Workers' Compensation History