

## PROFESSIONAL SERVICES AGREEMENT

### CONTRACT SUMMARY

|   |   |
|---|---|
| <b>Name of Contractor:</b>                    | Park Associates, Inc. DBA Park Planet   |
| <b>City Department in charge of Contract:</b> | Community Services  |
| <b>Contact Person for City Department:</b>    | Erica Green   |
| <b>Period of Performance for Contract:</b>    | April 25, 2024 – April 25, 2025   |
| <b>Not to Exceed Amount of Contract:</b>      | \$628,527.48 (includes contingency)   |
| <b>Scope of Work for Contract:</b>            | Play structure and surfacing replacement at Juan Bautista De Anza, Creekside, and Highlands Parks |

### Insurance Requirements for Contract:

yes  no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

**California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.**

Other:

**Proper documentation is required and must be attached.**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
Providing for Payment of Prevailing Wages**

(City of Calabasas /Park Associates, Inc. DBA Park Planet)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas a California Municipal Agency (“City”), and Park Associates, Inc. DBA Park Planet, a California Corporation (“Contractor”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a Contractor: **Play structure and surfacing replacements at Juan Bautista De Anza, Creekside and Highlands Parks.**
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s March 28, 2024 bid to City, attached hereto as Exhibit A, and as further specified in the Proposal Dated April 16, 2024, including all project specifications and requirements, and all referenced documents, stated therein, attached hereto as Exhibit B. All of the provisions of the Scope of Services are made a part hereof as though fully set forth herein.
- 3.2 “Commencement Date”: April 25, 2024
- 3.3 “Expiration Date”: April 25, 2025

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONTRACTOR’S SERVICES**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

- 5.1 Contractor shall perform the services identified in the Scope of Services, as further specified in the Freedom Park Proposal Dated 10.18.23, including all project specifications stated therein. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of **Six Hundred Twenty-Eight Thousand Five Hundred and Twenty-Seven Dollars and Forty-Eight Cents (\$628,527.48)** unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Walker Dodero** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature,

different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- 5.6 The Contractor shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract. In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided in the Agreement but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 5.7 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

## **6. COMPENSATION**

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Scope of Services. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond Contractor's reasonable control that occurs before City accepts the work as complete.
- 6.2 Contractor expressly agrees that it shall look solely to City for payment under this Agreement.
- 6.3 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize

the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

6.5 To the extent applicable, at any time during the term of the Agreement, the Contractor may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products” herein) developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

## **8. RELATIONSHIP OF PARTIES**

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

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termination or expiration of this Agreement.

## **10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 10.3 To the fullest extent permitted by law, Contractor shall also indemnify, hold harmless and defend the Cities of Agoura Hills and Calabasas, and their officers, agents, employees, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of either Cities' choice.
- 10.4 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.5 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.6 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

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subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.7 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

**11. INSURANCE**

11.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) combined single limit each accident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor.

Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard



to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

- 11.8 The insurance provided by Contractor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require.

## **13. RECORDS AND INSPECTIONS**

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

## **14. PERMITS AND APPROVALS**

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas  
100 Civic Center Way  
Attn: Erica Green  
Telephone: (818) 224-1654  
Egreen@cityofcalabasas.com

If to Contractor:

Park Associates Inc.DBA ParkPlanet  
Dena Carter  
415 Elm Street  
Red Bluff, Ca 96080  
877-473-7619  
walker@parkplanet.com

With courtesy copy to:

Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days’ written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days’ written notice to City. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1. Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 18.2. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.
- 18.5. Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.

- 18.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

- 18.10. This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11. This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.
- 18.12. Pursuant to § 9550 of the California Civil Code, a payment bond is required to be submitted for all projects estimated in excess of \$25,000
- 18.13. Contractor shall execute a performance bond for the total amount of the Agreement as specified in the format attached to this Agreement.

**19. PREVAILING WAGES**

19.1 City and Contractor acknowledge that this Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this Agreement is included in the price for all contract items of work involved. This Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Contractor shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to City \$200.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which

each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

19.1.2 Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19.1.4 Pursuant to Labor Code § 1776, Contractor and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.1.5 Notwithstanding anything to the contrary, Contractor shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.”

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Contractor shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Contractor or by any Subcontractor of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

- 19.3 This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

**20. Dispute Resolution**

- 20.1 All disputes arising out of this Agreement are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.
- 20.2 Any court action arising out of this Agreement shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this Agreement shall be heard in the County of Los Angeles.
- 20.3 AGENCY shall have full City to compromise or otherwise settle any claim relating to this Agreement or any part hereof at any time. City shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.
- 20.4 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set

forth herein.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Calabasas**

**“Contractor”**  
Park Associates, Inc DBA Park Planet

By: \_\_\_\_\_  
*Alicia Weintraub, Mayor*

By: \_\_\_\_\_  
*Dena Carter, CEO*

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

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

By: \_\_\_\_\_  
*Kindon Meik, City Manager*

By: \_\_\_\_\_  
*Cynthia Cooper, CFO*

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

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers  
Calabasas City Attorney

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

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_



EXHIBIT A  
PAYMENT SCHEDULE

See estimate attached.



Park Planet  
 a Division of Park Associates, Inc.  
 415 Elm Street  
 Red Bluff CA 96080

**Quote# Q24-2221**  
 Play Equipment Design Calabasas

Bill To:

City of Calabasas  
 100 Civic Center Way  
 Calabasas CA 91302  
 United States

**Quote Date: 04/16/2024**  
**Quote Expires: 07/15/2024**

**Terms: Net 30dys / Install**

**Quote Total: \$628,527.48**

| Contact Name | Contact Phone | Contact Email  | Sales Rep     | Sales Rep Email  |
|--------------|---------------|--|---------------|--|
| Erica Green  |               | <a href="mailto:egreen@cityofcalabasas.com">egreen@cityofcalabasas.com</a> | Walker Dodero | <a href="mailto:walker@parkplanet.com">walker@parkplanet.com</a> |

| Description  | Vendor                          | Qty | Rate         | Amount       |
|--|---------------------------------|-----|--------------|--------------|
| Creekside Park Option 2  |                                 |     |              |              |
| <b>PR-R5</b><br>Custom Round 5 Steel Play System..SN:<br>R35D1E92A<br>Child Capacity 102<br>Max Fall Height 72"  | Playcraft Systems, Inc          | 1   | \$79,942.00  | \$79,942.00  |
| <b>TREE-SM</b><br>Tenor Tree - (With Surface Mount Kit)  | Freenotes Harmony Park          | 1   | \$6,269.00   | \$6,269.00   |
| <b>BFLY-O-SM</b><br>Orange Butterfly - (With Surface Mount Kit)  | Freenotes Harmony Park          | 1   | \$1,309.00   | \$1,309.00   |
| <b>FWR-O-SM</b><br>Orange Flower - (With Surface Mount Kit)  | Freenotes Harmony Park          | 1   | \$1,379.00   | \$1,379.00   |
| <b>A2-2478</b><br>PC 2478 Spin Max Pod   | Playcraft Systems, Inc          | 1   | \$4,711.00   | \$4,711.00   |
| <b>A2-2475</b><br>PC 2475 Stand-n-Spin   | Playcraft Systems, Inc          | 1   | \$2,040.00   | \$2,040.00   |
| <b>A2-1307</b><br>2-12 Age Appropriate Sign (Roto)   | Playcraft Systems, Inc          | 1   | \$501.00     | \$501.00     |
| <b>Park Planet Discount</b><br>Park Planet Discount  | Park Associates dba PARK PLANET | 1   | (\$9,615.10) | (\$9,615.10) |
| <b>Playcraft Freight</b><br>Playcraft Freight<br>**PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L and will be delivered on a 53' dry-van WITHOUT a liftgate. Offloading is the CUSTOMER'S responsibility and is NOT included in shipping costs. (2) Forklifts or (1) Forklift with extended forks and a capacity of greater than 5,000lbs will be required to offload the pallet(s). Please discuss offloading options with an Park Planet representative PRIOR to placing an order. | Playcraft Systems, Inc          | 1   | \$3,214.00   | \$3,214.00   |



Park Planet  
 a Division of Park Associates, Inc.  
 415 Elm Street  
 Red Bluff CA 96080

**Quote# Q24-2221**  
 Play Equipment Design Calabasas

| Description  | Vendor                          | Qty | Rate         | Amount       |
|--|---------------------------------|-----|--------------|--------------|
| Installation by Park Associates Inc.<br>CA - Lic# 959805 DIR# PW-LR-1000423561<br>Wage Rate: Prevailing<br>Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.   |                                 |     |              |              |
| <b>Install - CA</b><br>Provide & install 2118 SF of 2.5" UNIFORM thickness SpectraPour safety surfacing.<br>2.5" UNIFORM thickness is rated for a max. fall height of 6'-0"  | Park Associates dba PARK PLANET | 1   | \$37,330.00  | \$37,330.00  |
| <b>Install - CA</b><br>Installation of 2-12 Play Area<br>Removal of Existing Shade Structure, Existing Equipment, and EWF<br>Offsite Disposal of Spoils<br>Temporary Fencing<br>Offload at Site<br>**Surfacing Heaped over 12" of excavation is required.<br>9.5" of compacted base rock to get the box 2.5" below the curb.   | Park Associates dba PARK PLANET | 1   | \$63,943.00  | \$63,943.00  |
| Highlands Park Option 2  |                                 |     |              |              |
| <b>PR-R35</b><br>R35 Custom Play System - R3529828A  | Playcraft Systems, Inc          | 1   | \$33,636.00  | \$33,636.00  |
| <b>PR-R35</b><br>R35 Custom Play System - R35B358EA  | Playcraft Systems, Inc          | 1   | \$17,168.00  | \$17,168.00  |
| <b>PR-R5</b><br>R5 Custom Play System - R50CEF11A  | Playcraft Systems, Inc          | 1   | \$8,637.00   | \$8,637.00   |
| <b>A2-1600</b><br>PC 1600 Tilt Maze Game   | Playcraft Systems, Inc          | 1   | \$1,520.00   | \$1,520.00   |
| <b>A2-1307</b><br>2-12 Age Appropriate Sign (Roto)   | Playcraft Systems, Inc          | 1   | \$438.00     | \$438.00     |
| <b>Park Planet Discount</b><br>Park Planet Discount  | Park Associates dba PARK PLANET | 1   | (\$5,944.10) | (\$5,944.10) |
| <b>Playcraft Freight</b><br>Playcraft Freight<br>**PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L and will be delivered on a 53' dry-van WITHOUT a liftgate. Offloading is the CUSTOMER'S responsibility and is NOT included in shipping costs. (2) Forklifts or (1) Forklift with extended forks and a capacity of greater than 5,000lbs will be required to offload the pallet(s). Please discuss offloading options with an Park Planet representative PRIOR to placing an order. | Playcraft Systems, Inc          | 1   | \$2,353.00   | \$2,353.00   |



Park Planet  
 a Division of Park Associates, Inc.  
 415 Elm Street  
 Red Bluff CA 96080

**Quote# Q24-2221**  
 Play Equipment Design Calabasas

| Description  | Vendor                          | Qty | Rate         | Amount       |
|--|---------------------------------|-----|--------------|--------------|
| Installation by Park Associates Inc.<br>CA - Lic# 959805 DIR# PW-LR-1000423561<br>Wage Rate: Prevailing<br>Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required. |                                 |     |              |              |
| <b>Install - CA</b><br>55 cubic yards of Engineered Wood Fiber for a 1,016 sq ft area.   | Park Associates dba PARK PLANET | 1   | \$6,521.00   | \$6,521.00   |
| <b>Install - CA</b><br>Installation of 2-12 structure<br>Demo of existing structure, Concrete Ramp/Tiles, and EWF<br>Offsite Disposal of Spoils<br>Temporary Fencing<br>Cost to spread spread 1016 sq ft of new wood fiber       | Park Associates dba PARK PLANET | 1   | \$37,947.00  | \$37,947.00  |
| Juan Bautista De Anza Option 2   |                                 |     |              |              |
| <b>PR-R5</b><br>R5 Custom Play System - NF5531F8A  | Playcraft Systems, Inc          | 1   | \$50,517.00  | \$50,517.00  |
| <b>A2-2120-7</b><br>7ft Arch Swing Bay (2 Seat)  | Playcraft Systems, Inc          | 1   | \$4,031.00   | \$4,031.00   |
| <b>A2-313010</b><br>Belt Seat  | Playcraft Systems, Inc          | 4   | \$181.00     | \$724.00     |
| <b>A2-2120-7-AB</b><br>7ft Arch Swing Bay (2 Seat) AB  | Playcraft Systems, Inc          | 2   | \$2,540.00   | \$5,080.00   |
| <b>A2-131410</b><br>Inclusive Seat   | Playcraft Systems, Inc          | 2   | \$1,103.00   | \$2,206.00   |
| <b>PR-R5</b><br>R5 Custom Play System - R50A8434A  | Playcraft Systems, Inc          | 1   | \$23,433.00  | \$23,433.00  |
| <b>PR-R35</b><br>R35 Custom Play System - R35DBC06A  | Playcraft Systems, Inc          | 1   | \$5,178.00   | \$5,178.00   |
| <b>PR-R35</b><br>R35 Custom Play System - R352128EA  | Playcraft Systems, Inc          | 1   | \$4,357.00   | \$4,357.00   |
| <b>A2-1306</b><br>5-12 Age Appropriate Sign (Roto)   | Playcraft Systems, Inc          | 1   | \$501.00     | \$501.00     |
| <b>A2-1305</b><br>2-5 Age Appropriate Sign (Roto)  | Playcraft Systems, Inc          | 1   | \$501.00     | \$501.00     |
| <b>Park Planet Discount</b><br>Park Planet Discount  | Park Associates dba PARK PLANET | 1   | (\$8,348.50) | (\$8,348.50) |



Park Planet  
 a Division of Park Associates, Inc.  
 415 Elm Street  
 Red Bluff CA 96080

**Quote# Q24-2221**  
 Play Equipment Design Calabasas

| Description  | Vendor                          | Qty | Rate        | Amount      |
|--|---------------------------------|-----|-------------|-------------|
| Installation by Park Associates Inc.<br>CA - Lic# 959805 DIR# PW-LR-1000423561<br>Wage Rate: Prevailing<br>Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.   |                                 |     |             |             |
| <b>Install - CA</b><br>Provide & install 5108 SF of SpectraPour safety surfacing.<br>2-5 Area: 981 SF @ 2" UNIFORM thickness; rated for a max. fall height of 5'-0"<br>5-12 Area: 2420 SF @ 3" UNIFORM thickness; rated for a max. fall height of 7'-0"<br>Swing Area: 1707 SF @ 3.5" UNIFORM thickness; rated for a max. fall height of 8'-0" | Park Associates dba PARK PLANET | 1   | \$91,818.00 | \$91,818.00 |
| <b>Install - CA</b><br>Instillation of multiple structures.<br>Demo of existing structures, Swing set, footings, and PIP surfacing.<br>Offsite Disposal of Soils.<br>Temporary Fencing.<br>Offloading of equipment at site   | Park Associates dba PARK PLANET | 1   | \$94,225.00 | \$94,225.00 |
| <b>CONT</b><br>5% Contingency Fee for any unforeseen site complications. Only to be used with city approval. If any portion of the contingency goes unused, it will be removed from the final invoice  | Park Associates dba PARK PLANET | 1   | \$28,376.00 | \$28,376.00 |
| <b>BOND</b><br>Payment & Performance Bond - *Subject to surety approval  | Park Associates dba PARK PLANET | 1   | \$10,764.00 | \$10,764.00 |

**EXCLUSIONS**

- Location/Marking of utility, plumbing and irrigation lines
- Dumpster for trash and packaging materials
- Storage of Equipment
- Site preparation not specifically stated
- Drainage Consideration
- Inspections, material testing, or applicable permits and fees
- Removal of obstacles in access route
- Landscape/Hardscape repair based on access route
- Cleaning of structure(s) is excluded unless otherwise stated

By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: additional mobilizations due to delays or layout conflicts, conditions unforeseen and/or not disclosed at time of estimate, repairing unmarked underground utilities and pipes. Site Conditions Prior to Installation: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.



Park Planet  
 a Division of Park Associates, Inc.  
 415 Elm Street  
 Red Bluff CA 96080

**Quote# Q24-2221**

Play Equipment Design Calabasas

|                      |              |
|----------------------|--------------|
| <b>Subtotal</b>      | \$606,661.30 |
| <b>Tax Total (%)</b> | \$21,866.18  |
| <b>Total</b>         | \$628,527.48 |

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Purchasing agent who is authorized to enter into binding agreement for quoted entity.

\*\*By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following page.



Park Planet  
a Division of Park Associates, Inc.  
415 Elm Street  
Red Bluff CA 96080

**Quote# Q24-2221**  
Play Equipment Design Calabasas

## TERMS & CONDITIONS

1. General Notes Assembly, Installation and Offloading NOT included unless otherwise noted.  
Payment and Performance bonds, Builder's Risk and special insurance NOT included unless stated and quoted.  
Customer responsible for quantities and model numbers. Revised quote needed if quantities revised.
2. Payment / Ordering Credit terms specific to each customer. See terms in upper right corner of Park Planet quotes..  
Purchase orders or purchase contracts are needed to order. If none available, a signed Park Planet quote may be used in lieu of a formal PO.  
All past due accounts subject to 1 ½ % monthly finance charge. In the event legal action is required to effect collection, venue shall be Red Bluff, CA.
3. Shipping / Unloading Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included unless quoted. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload.  
IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.  
Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.
4. Engineered Wood Fiber  
Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.  
Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.
5. General Notes for Purchased Installation  
Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal.  
Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal.  
ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.  
ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by the installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.  
UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc.  
Customers responsibility to provide locations of any utilities prior to commencement of work.  
Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
6. Temporary Fencing  
Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.
7. ADA Access  
Play Equipment MUST be installed over an impact absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.  
This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.
8. Poured in Place Rubber Surfacing  
Rubber Surfacing cannot be installed during extreme weather conditions and may not be installed if rain or frost is forecasted during 48-72 hr. cure time. 24 Hour Manned Security is NOT included in Park Planet quotes.
9. Shade Shelters (non DSA)  
Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.  
PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!  
Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.
10. Shade Shelters (DSA)  
Fabrication cannot begin until AFTER DSA approval by your architect  
DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.  
School District / Architect responsible for submission of plans to DSA for DSA approval  
Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.
11. Prevailing Wages – assumed and quoted unless specifically excluded due to private works.  
Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.
12. Indemnity Provision  
Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

EXHIBIT B  
SCOPE OF WORK

See proposal attached.





**Park Planet**

# PARK PLANET HISTORY AND REFERENCES

Bid Items 1a, 1b, 1c, 2, and 3

415 Elm St.  
Red Bluff CA 96080

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

O: 877-743-7619  
F: 530.246.0518



# Park Planet

## **Company Background, Sales Plans & Financial Strength**

Park Associates Inc. dba Park Planet  
EIN# 72-1545106

Our Company's legal name is, Park Associates Inc., doing business as Park Planet. We are a California S-Corp operating in California under the legal fictitious business name of "Park Planet". Park Planet is a regional distributor/dealer of outdoor recreation equipment, including playgrounds and fitness equipment for public schools, cities and public works projects. We have a CA contractor's license (#959805) which allows us to provide site preparation, demolition and installation services as a "turn-key" solution for all of our customers.

Park Planet is 100% woman owned and has been since our inception. Our Hands-On founders and owners, Dena Carter and Cindy Cooper, work in the business on a daily basis.

In addition to the owners, Park Planet has 12 additional full time employees servicing our customers throughout California.

## **FINANCIAL STRENGTH**

Park Associates Inc. has been in business for 24 years and expanded our territory and broadened our product line throughout the years.

Park Planet is a debt-free Company. We have no business loans and the two owners of the Company own the building in which we operate. We carry more insurance than most of our competitors as evidenced by the attached Sample Certificate of Insurance. Park Planet has the ability to BOND larger construction contracts which allows us to offer turn key installation solutions.

Our Financial strength is evidenced by a recent \$7.7 million project completed for Yuba City Unified School District where we included demo, supply and install playgrounds and surfacing for 28 play areas.

We were able to carry and complete this large Yuba City project while completing hundreds of other projects in the same year.



# Park Planet

## **Cindy Cooper, Attorney & CEO**

Cindy Cooper is a licensed California attorney and has managed the Company's daily operations since 2000. Her legal background contributed to building a financially strong company that has grown into an industry-leading supplier of outdoor recreation equipment.

Cindy oversees all operations, including managing the thirteen full-time employees. Construction contracts and management are some of her primary responsibilities to ensure successful project completion. Cindy holds the California Contractor's license for the Company, which allows us to bid as a prime contractor for supply and installation.

## **Dena Carter, President**

In 1999, Dena founded Park Planet (Originally named "North State Playgrounds," the name was shortened to NSP3 on 12-1-07, then changed to "Park Planet" on 6-1-2019). Before joining the park recreation industry, Dena was a Risk Management Specialist for five years for a large California insurance administrator.

Dena worked with California school districts to eliminate risks and injuries on school grounds. Dena's experience in safety and ADA compliance has been a proven asset when designing parks and play areas. Currently, Dena specializes in the creative planning of play places, emphasizing safety and unique fun.

## **Walker Dodero, Sales Territory Manager**

Walker Dodero is the Southern California territory sales manager for Park Planet. He will be the main point of contact on this project and will see the project through from initial design to final walk-through. Walker brings a unique blend of academic and athletic achievements to his role with Park Planet. A former collegiate baseball player, Walker knows the value of teamwork, discipline, and perseverance. While playing baseball, he also pursued his passion for business and earned his MBA from Salem University. With a strong work ethic and a competitive spirit, Walker is dedicated to exceeding customer expectations during and after a project.



# Park Planet

## Park Planet Reference Projects

1. **City of Lathrop - Todd Sebastian - (209) 941-7370 - tsebastian@ci.lathrop.ca.us**  
Sangalang Park - Provided Playcraft Equipment  
Stanford Crossing - Provided ICON Shade Shelters and Playcraft Equipment
2. **Redding School District - Tawny Cowell - (530) 225-0011 - tcowell@rsdnmp.org**  
District-Wide Playground Replacement - Provide Playcraft Equipment, Install, and Surfacing
3. **City of Sacramento - Tin-Wah Wong - (916) 808-5540 - twong@cityofsacramento.org**  
Old Town Plaza - Provided ICON Shelter Systems  
Mangan Park - Provided Playcraft Equipment  
Meadows Park - Provided Playcraft Equipment

## Park Planet Similar Projects within the Last Three Years

1. **Yuba City District Wide Playground Replacement Project:**  
PO Amount: \$7,768,141  
Yuba City Unified School District  
District Contact: Mark Button MButton@ycusd.org
2. **Merced Mini Parks Project - 3 Park Playground Replacement Project**  
PO Amount: \$343,071  
City of Merced  
City Contact: Ken Elwin ElwinK@cityofmerced.org
3. **Chrysler Elementary Playground Replacements (Headstart, Kinder, Primary & Intermediate)**  
PO Amount: \$983,749  
Stanislaus Union School District  
City Contact: Jason Gales JGales@stancoe.org



# Park Planet

## Park Planet Information Sheet

**Park Associates Inc. DBA Park Planet**

**Legal Entity Type:** Corporation

**Contractor's License #:** 959805

**Contractor's License Type:** C61 / D34 - Prefabricated Equipment

**Contractor's License Expiration Date:** 04/30/2025

**DIR Registration #:** PW-LR-1000423561

**DIR Registration Expiration Date:** 06/30/2025

**Small Business for Public Works Certification #:** 1754263

**SB-PW Certification Expiration Date:** 09/30/2024



**Park Planet**

# LIST OF SUB-CONTRACTORS

Bid Item 1e



# Park Planet

## Park Planet's Sub-Contractors

### Western State Builders Inc.:

Contractor's License #:

Contractor's License Type:

Playground Installer

1069677

A - General Engineering  
B - General Building

C61 / D34 - Prefabricated Equipment

### SpectraTurf:

Contractor's License #:

Contractor's License Type:

PIP Rubber Installer

854429

C61 / D12 - Synthetic Products  
C61 / D34 - Prefabricated Equipment

# NON-COLLUSION AFFIDAVIT

State of California    )  
                                  ) ss.  
County of Los Angeles)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the County  
of  
State of California.

My Commission Expires \_\_\_\_\_, 20\_\_.



# WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**PAYMENT BOND  
CITY OF CALABASAS  
Freedom Park Playground Replacement**

WHEREAS, the City of Calabasas, as City has awarded to Progressive Design Playgrounds DBA PD Play, as Contractor, a contract for the above-stated project;

AND WHEREAS, Contractor is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto City in the sum of **One Hundred and Seventy-Five Thousand (\$175,000) Dollars**, which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, Surety will pay reasonable attorneys' fees to the plaintiffs and City in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect Surety's obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies City may have.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR\*    **CONTRACTOR's Signer's Name, Title** \_\_\_\_\_  
                         **CONTRACTOR's Business Name** \_\_\_\_\_  
                         **Mailing Street Address** \_\_\_\_\_  
                         **City, State, Zip Code** \_\_\_\_\_  
                         **Telephone #** \_\_\_\_\_  
                         **Date:** \_\_\_\_\_

Surety\*            **Surety Signer's Name / Title** \_\_\_\_\_  
                         **Surety's Business Name** \_\_\_\_\_  
                         **Mailing Street Address** \_\_\_\_\_  
                         **City, State, Zip Code** \_\_\_\_\_  
                         **Telephone #** \_\_\_\_\_  
                         **Date:** \_\_\_\_\_

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
CITY OF CALABASAS  
Freedom Park Playground Replacement**

KNOW ALL PERSONS BY THESE PRESENTS That Progressive Design Playgrounds DBA PD Play, hereinafter referred to as "Contractor" as Principal, and [REDACTED], hereinafter referred to as "Surety", a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the City of Calabasas, hereinafter referred to as the "City" in the sum of

---

**AMOUNT (\$DOLLARS)**, which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas Contractor has been awarded and is about to enter into a Contract with City to perform all work required pursuant to the contract documents for the project entitled: Freedom Park Playground Replacement which Contract is by this reference incorporated herein, and is required by City to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if Contractor and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either Contractor or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by City and judgment is recovered, said Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the Court.

(Continued on Next Page)

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

Page 24 of 28  
v. 7.0 (Last Update: 05/04/22)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

|             |  |
|-------------|--|
| CONTRACTOR* | CONTRACTOR's Signer's Name, Title _____<br>CONTRACTOR's Business Name _____<br>Mailing Street Address _____<br>City, State, Zip Code _____<br>Telephone # _____<br>Date: _____ |
| Surety*     | Surety Signer's Name / Title _____<br>Surety's Business Name _____<br>Mailing Street Address _____<br>City, State, Zip Code _____<br>Telephone # _____<br>Date: _____          |

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**MAINTENANCE BOND  
CITY OF CALABASAS  
PROJECT NAME**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as City has awarded to Progressive Design Playgrounds DBA PD Play, as Contractor, a contract for the above-stated project.

AND WHEREAS, Contractor is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto AGENCY in the sum of **One Hundred and Seventy-Five Thousand (\$175,000) Dollars**, which is 100 percent (1000%) of the total contract amount for the above-stated project to be paid to City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if Contractor shall remedy without cost to City any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety will pay reasonable attorneys' fees to the City in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the date set forth below:

|             |  |  |
|-------------|--|--|
| CONTRACTOR* | CONTRACTOR's Signer's Name, Title<br>CONTRACTOR's Business Name<br>Mailing Street Address<br>City, State, Zip Code<br>Telephone #<br>Date: | _____<br>_____<br>_____<br>_____<br>_____<br>_____ |
| Surety*     | Surety Signer's Name / Title<br>Surety's Business Name<br>Mailing Street Address<br>City, State, Zip Code<br>Telephone #<br>Date:          | _____<br>_____<br>_____<br>_____<br>_____<br>_____ |

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |  |   |
|--|---|--|---|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Park Associates Inc</b>   |  |   |
|  | 2 Business name/disregarded entity name, if different from above<br><b>Park Planet</b>  |  |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>415 Elm Street</b>  |  | Requester's name and address (optional)   |
|  | 6 City, state, and ZIP code<br><b>Red Bluff, CA 96080</b>   |  |   |
|  | 7 List account number(s) here (optional)  |  |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |   |   |   |   |   |   |     |
|---------------------------------------|---|---|---|---|---|---|---|-----|
| <b>Social security number</b>         |   |   |   |   |   |   |   |     |
|                                       |   |   |   |   |   |   |   |     |
| or                                    |   |   |   |   |   |   |   |     |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |     |
| 7                                     | 2 | - | 1 | 5 | 4 | 5 | 1 | 0 6 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |  |                          |
|------------------|--|--------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Cynthia Cooper</i> | Date ▶ <b>01/01/2024</b> |
|------------------|--|--------------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                                    |
|--|---|------------------------------------|
| <b>PRODUCER</b><br>InterWest Insurance Services LLC<br>License #0B01094<br>310 Hemsted Dr., Suite 200<br>Redding CA 96002-0935 | <b>CONTACT NAME:</b> Jennifer Lakmann, CISR, CRIS<br><b>PHONE (A/C. No. Ext):</b> 530-222-1737<br><b>E-MAIL ADDRESS:</b> jlakmann@jwins.com | <b>FAX (A/C. No):</b> 530-222-3771 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                    |
| License#: 0B01094<br>PARKASS-02  | <b>INSURER A:</b> Scottsdale Insurance Co.  | <b>NAIC #</b><br>41297             |
| <b>INSURED</b><br>Park Associates, Inc.<br>dba: Park Planet<br>415 Elm Street<br>Red Bluff CA 96080                            | <b>INSURER B:</b> Westchester Surplus Lines Ins   | 10172                              |
|  | <b>INSURER C:</b> Evanston Insurance Co.  | 35378                              |
|  | <b>INSURER D:</b> Oak River Insurance Company   | 34630                              |
|  | <b>INSURER E:</b> United Financial Casualty   | 11770                              |
|  | <b>INSURER F:</b>   |                                    |

**COVERAGES**

CERTIFICATE NUMBER: 1463139499

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 2500<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | Y        | CPS7872767     | 10/1/2023               | 10/1/2024               | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000<br>\$ |
| E        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | 973920242      | 10/7/2023               | 4/7/2024                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| C        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | MKLV5EUL105336 | 10/1/2023               | 10/1/2024               | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$   |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>Y  | N/A      | PAWC437921     | 10/1/2023               | 10/1/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| B        | Pollution Liability  |           |          | G2792007A009   | 10/1/2023               | 10/1/2024               | Each Accident 1,000,000<br>Aggregate 2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D. R. Horton, Inc. Its affiliates and subsidiaries, Additional Insured status applies to requested entities if required by written contract per the attached policy form(s)/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form(s)/endorsement(s).

**CERTIFICATE HOLDER****CANCELLATION**

D. R. Horton, Inc. Its affiliates and subsidiaries  
 8501 Fallbrook Avenue, Suite 270  
 West Hills CA 91304

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT  
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".
- However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
  2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations   |
|--|---|
| <p><b>Blanket as required by written contract and effective during the policy period as stated on the policy declarations.</b></p> | <p><b>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured or its subcontractors, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</b></p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>                      |   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

|  |
|--|
| <p><b>Name Of Person(s) Or Organization(s):</b><br/> ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS.<br/> UNITED STATES</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>  |

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule****Blanket Waiver**

**Person/Organization** Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

| <b>Job Description</b> | <b>Waiver Premium (prior to adjustments)</b> |
|------------------------|--|
| All CA Operations      | 350.00                                       |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/2023

Policy No.: PAWC437921

Endorsement No.:

Insured

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by \_\_\_\_\_





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Form 2366 (02/11)M\_CL

### **Blanket Additional Insured Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

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Form 2367 (06/10)M\_CL

**Blanket Waiver of Subrogation Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**