

## Staff Report

### July 11, 2023

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**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Merrill Buck, Town Engineer  
**RE:** Authorization to Advertise the Sunrise Loomis Playground Replacement Project #22-17 for Bids, Appropriation of Funds, Approval of a Construction Budget, Authorization to Enter into a Contract with the Lowest Responsible Bidder, Authorization for the Purchase of Play Equipment, and Authorization to Execute and Record a Deed Restriction

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#### **Recommendation**

Staff recommends that the Town Council adopt a resolution:

1. Approving the plans and specifications and authorizing the advertisement for bids for the Sunrise Loomis Playground Replacement Project #22-17; and
2. Appropriating \$100,000 from the Park Development Fund (Fund 316.4) to the Sunrise Loomis Playground Replacement Project; and
3. Authorizing the expenditure of a construction budget in the amount of \$325,000; and
4. Authorizing the Town Manager to execute a construction contract with the lowest responsive and responsible bidder if their bid is within the construction budget; and
5. Authorizing an Omnia Cooperative Agreement with Specified Play Equipment Company of Belmont, California for the purchase of playground equipment in the not to exceed amount of \$160,000; and
6. Authorizing the execution and recordation of a deed restriction on Sunrise Loomis Park.

#### **Issue Statement and Discussion**

The Parks and Water Bond Act of 2018 (Proposition 68) allocated \$177,952 to the Town of Loomis as a per capita (non-competitive) grant. The grant requires a 25% local match, which amounted to \$44,488, for a total minimum project expenditure amount of \$222,440.

On January 12, 2021, the Town Council authorized the Town Manager to submit a Prop 68 grant application for improvements at Sunrise Loomis Park, consisting of the following:

- Replacing uplifted sections of sidewalks to remove tripping hazards.
- Replacing weathered picnic tables and benches.
- Removing and replacing play structures.
- Adding additional playground fiber to the play areas.

On May 16, 2023, staff held a community workshop to get feedback on the proposed replacement of the 5-12 year-old playground. Neighborhood parents mentioned that there were quite a lot of younger kids in the neighborhood, and that the final design should propose to replace both the 5-12 and the 2-5 year-old playgrounds (Attachment B). There was a desire to build a playground that incorporated a greater variety of play, and didn't just replace the existing structures in-kind. There was also a desire to build something substantial, but not so massive that it might be unsafe. Swings were deemed a must, and have been incorporated. As have play equipment that twirls.

On June 13, 2023, a final design incorporating these comments was presented to the Town Council, and authorization was given to staff to proceed with the development of final plans and specifications.

#### Plans and Specifications:

The plans and specifications have been completed, and staff is requesting that the Town Council authorize the advertisement for sealed bids from qualified contractors for this work. Work includes the removal and replacement of both the 5-12 and 2-5 year-old playgrounds, along with replacing tables and benches. A copy of the project plans and specifications are available at the Town Clerk's office upon request. Sidewalk repair, included in the Prop 68 grant application as proposed scope, has not been included for bidding because the work has already been completed under the Town's Concrete Repair Project.

The Engineer's Estimate for the construction improvements, with contingencies, is \$325,000. Should the bid from the lowest responsive and responsible bidder be less than this amount, it is recommended that the Town Council authorize the Town Manager to enter into a contract.

#### Direct Purchase of Playground Equipment:

In addition to the work scope being advertised for bids, an additional budget is also required for the direct purchase of the play equipment.

Under an Omnia Partners cooperative purchasing agreement with BCI Burke Company, contract #R220201, the Town's Engineering Division sought and received a proposal from Specified Play Equipment Company of Belmont, California in the amount of \$153,811.49 (Attachment D), to furnish play equipment for Sunrise Loomis Park, based upon the playground design concept presented at the June 13, 2023 Council Meeting (Attachment C). Omnia Partners cooperative contracts utilize competitive bids results obtained by other agencies, which can then be used as the basis for allowing new agencies to "piggy-back" on the pricing received, with projects of their own. This approach is compliant with public purchasing regulations since pricing is competitively solicited. The result is access to a variety of items for purchase, under a streamlining purchasing process, which enables the Town to legally purchase play equipment through Omnia awarded contracts. Based upon the quote received, it is recommended that the purchase of play equipment be authorized in the not to exceed amount of \$160,000, so that there is a small allowance for additional equipment or spare parts, should they be needed.

Staff has heard from vendors that the current lead-time for play equipment is around four months. Upon approval to enter into a contract through Omnia Partners, staff will purchase the play equipment so that this lead-time can start. Equipment will then be provided as Town-furnished material, to the successful low-bidder.

Purchasing the play equipment directly should also result in savings to the Town of about \$20,000 from not having to pay the contractor's material markup, which is typically around 15% of the material's cost.

**Deed Restriction:**

Under the conditions of approval for the Prop 68 grant funds, the Town must record a deed restriction on the property where the grant funds are used. This deed restriction ensures that the site will be preserved for park use, which is consistent with the Town's General Plan. The deed restriction will remain until June 30, 2048, a duration of approximately 30 years, and apply over all of Sunrise Loomis Park, APN: 044-240-054-000, (Resolution Attachment A2).

**Schedule:**

The anticipated project schedule is as follows:

Advertise for Bids & Purchase of Play Equipment	July 2023
Open Bids / Award Contract	August 2023
Start Construction (Demolition)	September 2023
Play Equipment Arrives/Continue Construction	November 2023
Finish Construction	December 2023

**CEQA Requirements**

The proposed project scope, which consists of the removal and replacement of existing play structures, tables, and benches, is categorically exempt from the provisions of the California Environmental Quality Act pursuant to CEQA Guidelines Section 15302 - Replacement or Reconstruction.

**Financial and/or Policy Implications**

The Town's adopted FY 2022-2023 Capital Improvements budget included \$235,000 in funding for the construction phase of the Sunrise Loomis Park Playground Replacement Project. Of this, \$177,952 was funded from the grant, and \$57,048 was funded from the Town's Park Development Fund (Fund 316.4). To fund the recommended construction budget of \$325,000, an additional appropriation of \$100,000 needs to be made. Sufficient funds are available in the Town's Park Development Fund for this appropriation.

Separate from the construction budget, staff is recommending the purchase of play equipment in the not to exceed amount of \$160,000. It is recommended that the play equipment purchase be made from the General Fund Capital Reserves (Fund 110), which has sufficient funds for this purchase.

**Attachments**

- A1. Resolution
- A2. Resolution Attachment - Deed Restriction
- B. Location Map
- C. Playground Layouts
- D. Omnia Cooperative Agreement with Specified Play Equipment Company

**On File with the Town Clerk:**

- E. Plans and Specifications – Sunrise Loomis Park Playground Replacement

**TOWN OF LOOMIS**

RESOLUTION NO. 23 - \_\_\_\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS APPROVING THE PLANS AND SPECIFICATIONS FOR THE SUNRISE LOOMIS PLAYGROUND REPLACEMENT PROJECT #22-17, AUTHORIZING THE ADVERTISEMENT FOR BIDS, APPROPRIATING \$100,000 TO THE PROJECT FROM THE PARK DEVELOPMENT FUND (316.4), AUTHORIZING A \$325,000 CONSTRUCTION BUDGET, AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT IF BIDS ARE WITHIN THE CONSTRUCTION BUDGET, AUTHORIZING A NOT TO EXCEED \$160,000 CONTRACT WITH SPECIFIED PLAY EQUIPMENT IN BELMONT, CALIFORNIA FOR THE PURCHASE OF PLAY EQUIPMENT, AND AUTHORIZING THE EXECUTION AND RECORDATION OF A DEED RESTRICTION**

**WHEREAS**, the Town has identified the Sunrise Loomis Playground Replacement Project as a needed capital improvement in the FY 2022-23 CIP budget, with work scope that involves the removal and replacement of both the 5-12 and 2-5 year-old playgrounds, along with replacing tables and benches; and

**WHEREAS**, in accordance with procedures defined in the Public Contract Code, the Public Works Department has prepared plans, specifications and an estimate for the Sunrise Loomis Playground Replacement Project and is ready to advertise the project for bids; and

**WHEREAS**, the recommended construction budget, which consists of the anticipated construction contract amount plus construction contingencies is \$325,000; and

**WHEREAS**, an additional \$100,000 will need to be budgeted to fully fund the project; and

**WHEREAS**, it is recommended that \$100,000 be appropriated to the project from the Town's Park Development Fund (Fund 316.4); and

**WHEREAS**, there are sufficient funds available in the Park Development Fund for the recommended appropriation; and

**WHEREAS**, the project will be advertised publicly, sealed bids will be accepted and opened by the Town Clerk, and if the lowest responsive and responsible bid is found to be within the approved construction budget, it is the intent of the Town Council to allow staff to proceed with awarding and administering the construction of the project; and

**WHEREAS**, in addition to the work scope being advertised for bids, the Town will need to purchase the playground equipment directly; and

**WHEREAS**, under an Omnia Partners cooperative purchasing agreement with BCI Burke Company, contract #R220201, the Town's Engineering Division sought and received a proposal from Specified Play Equipment Company of Belmont, California in the amount of \$153,811.49, for the play equipment presented as a design concept at the June 13, 2023 Council Meeting; and

**WHEREAS**, the Town Engineer recommends that it is in the Town's best interest to award Specified Play Equipment Company a contract for providing the play equipment in the not to exceed amount of \$160,000; and

**WHEREAS**, it is recommended that funding for this purchase be made from the General Fund Capital Reserves (Fund 110), which has sufficient funds for this purchase.

**WHEREAS**, a portion of the project will be funded by grant funds from the Parks and Water Bond Act of 2018 (Proposition 68), which requires the Town to record a 30-year deed restriction on the property where grant funds are being used (Sunrise Loomis Park, APN: 044-240-054-000).

**WHEREAS**, the deed restriction will ensure that the site will be preserved for park use, which is agreeable to the Town since this is consistent with the Town's General Plan.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Town Council of the Town of Loomis hereby:

1. Approve the plans and specifications and authorize the advertisement for bids for the Sunrise Loomis Playground Replacement Project #22-17; and
2. Appropriate \$100,000 from the Park Development Fund (Fund 316.4) to the Sunrise Loomis Playground Replacement Project; and
3. Authorize the expenditure of a construction budget in the amount of \$325,000; and
4. Authorize the Town Manager to execute a construction contract with the lowest responsive and responsible bidder if their bid is within the construction budget; and
5. Authorize an Omnia Cooperative Agreement with Specified Play Equipment Company of Belmont, California for the purchase of playground equipment in the not to exceed amount of \$160,000; and
6. Authorize the execution and recordation of a deed restriction on Sunrise Loomis Park, attached and included as an attachment to this Resolution.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of July, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy Town Clerk

RECORDING REQUESTED BY:  
California Department of Parks and Recreation  
Office of Grants and Local Services

WHEN RECORDED MAIL TO:  
Office of Grants and Local Services  
PO Box 942896  
Sacramento, CA 94296-0001  
Attn: Sam Lumley

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DEED RESTRICTION**

I. WHEREAS, the Town of Loomis, a municipal corporation, hereinafter referred to as "Owner" is the recorded owner of the real property described in Exhibit A – Legal Description of Property, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"); and

III. WHEREAS, Owner (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for improvements on the Property; and

IV. WHEREAS, on July 1, 2018, DPR's Office of Grants and Local Services conditionally approved Grant 18-31-003, (hereinafter referred to as "Grant") for improvements on the Property consisting of the replacement of playground equipment, picnic facilities and renovation of pathways, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner has elected to comply with the Deed Restriction of the Grant, so as to enable Owner, to receive the Grant funds and perform the work described in the Grant.

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner for themselves and for their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B–Grant Contract, hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner and all their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR

to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Business Name (if property is owned by a business): \_\_\_\_\_

Owner Name: Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650

Signed: \_\_\_\_\_  
WES HEATHCOCK, TOWN MANAGER

**\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\***



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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, 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)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the Town of Loomis, County of Placer, State of California and is described as follows:

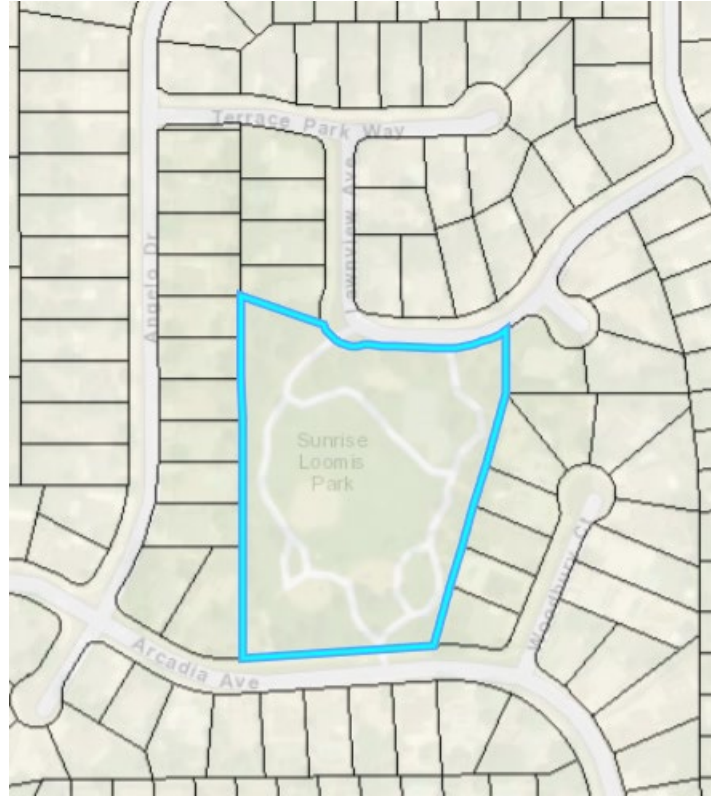
Lot A and Lot B as said Lots are shown on the map of "DEANZA ESTATES", Tract No. 460 filed March 18, 1980 in Book M of Maps at Page 70, Placer County Records.

EXCEPTING THEREFROM that portion of Lot A and Lot B that lies within boundary of "SUNRISE LOOMIS" filed in Book Q of Maps at Page 10, Placer County Records.

APN: 044-240-054-000

EXHIBIT "A"

APN: 044-240-054-000



Site Address: 5855 ARCADIA AVENUE

City: LOOMIS

Zip Code: 95650

Acres: 4.89

State of California - Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**GRANT CONTRACT**  
**2018 Parks Bond Act**  
**Per Capita Grant Program**

GRANTEE Town of Loomis

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Town of Loomis

By Sean Rabe  
47D2B5E56715464...  
(Signature of Authorized Representative)

Title Town Manager

Date 7/1/2021

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke  
96CAD152004346D...

Date 7/2/2021

**CERTIFICATION OF FUNDING**

CONTRACT NO C9803010	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000013267		PROJECT NO. 18-31-001
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20
TOTAL AMOUNT ENCUMBERED TO DATE \$ 177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69808
		PROJECT / WORK PHASE		

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and Town of Loomis (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Costs**

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

## **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project



termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

Town of Loomis  
GRANTEE \_\_\_\_\_  
DocuSigned by:  
Sean Rabe  
By: \_\_\_\_\_  
47D2B5E56715464...  
Signature of Authorized Representative

Title: Town Manager  
\_\_\_\_\_

Date: 7/1/2021  
\_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:  
Jana Clarke  
By: \_\_\_\_\_  
96CAD152004346D...

Date: 7/2/2021  
\_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 605B815962264C19BAB0049A454737AA	Status: Completed
Subject: Please DocuSign: C9803010 177952.pdf	
Template Code:	
Source Envelope:	
Document Pages: 8	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lydia Willett
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1416 9th Street, Room 950
	Sacramento, CA 95814
	Lydia.Willett@parks.ca.gov
	IP Address: 13.88.65.98

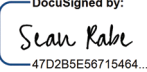
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6/28/2021 10:00:19 AM	Lydia.Willett@parks.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: California State Department of Parks and Recreation	Location: DocuSign

**Signer Events**

Sean Rabe  
 srabe@loomis.ca.gov  
 Town Manager  
 Town of Loomis  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 47D2B5E56715464...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 172.92.17.46

**Timestamp**

Sent: 6/28/2021 10:03:24 AM  
 Resent: 7/1/2021 9:49:36 AM  
 Viewed: 7/1/2021 11:15:34 AM  
 Signed: 7/1/2021 11:16:29 AM

**Electronic Record and Signature Disclosure:**

Accepted: 7/1/2021 11:15:34 AM  
 ID: 143c7405-edbe-4066-a5ec-406245d46ae3

Jana Clarke  
 Jana.Clarke@parks.ca.gov  
 Supervisor  
 California State Department of Parks and Recreation  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 96CAD152004346D...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 73.90.209.6

Sent: 7/1/2021 11:16:30 AM  
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 Signed: 7/2/2021 3:48:36 PM

**Electronic Record and Signature Disclosure:**

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Lisa Vigil  
 Lisa.Vigil@parks.ca.gov  
 California State Department of Parks and Recreation  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 7/2/2021 3:48:38 PM

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	7/2/2021 3:48:21 PM
Signing Complete	Security Checked	7/2/2021 3:48:36 PM
Completed	Security Checked	7/2/2021 3:48:38 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
---

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact California State Department of Parks and Recreation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov)

**To advise California State Department of Parks and Recreation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from California State Department of Parks and Recreation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with California State Department of Parks and Recreation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

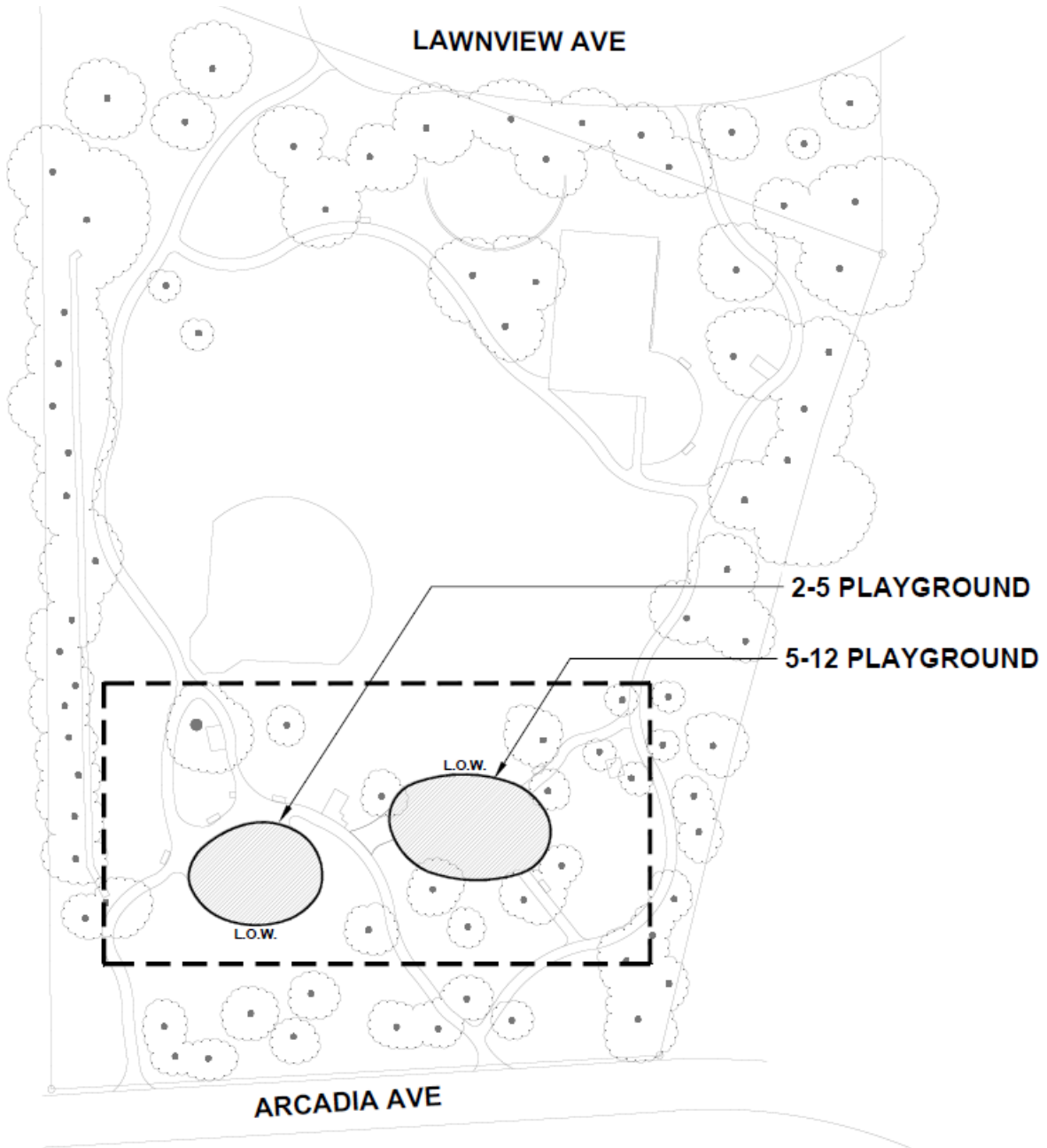
**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with you.





Sunrise Loomis Park

# ATTACHMENT C - PLAYGROUND LAYOUTS



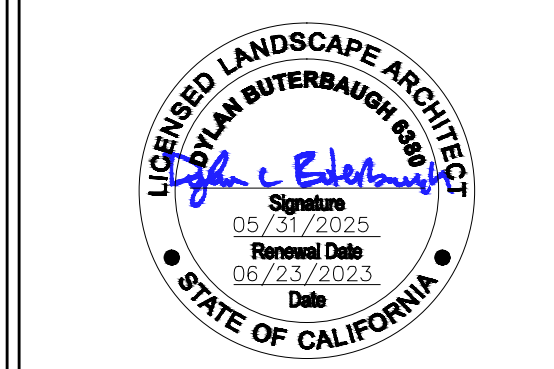
**AEON**  
LANDSCAPE  
ARCHITECTURE, INC.

www.aeonlandscape.com  
P.O. Box 5231  
Vacaville, CA 95696  
(707)469-3900

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1-800-227-2600  
AT LEAST TWO DAYS  
BEFORE YOU DIG  
UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA

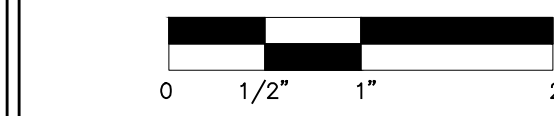
**CONSTRUCTION DETAILS**  
**SUNRISE LOOMIS**  
PLAYGROUND REPLACEMENT  
LOOMIS, CA 95650



DESCRIPTION:	DATE:
ISSUED FOR BID	6/23/2023

DESIGNED BY: DB  
PROJECT NUMBER: 2303

DRAWING SCALE: PER DETAIL  
INCH INCREMENTS ARE SHOWN AT FULL SCALE ON ORIGINAL DRAWING. IF NOT ACCURATE, ADJUST SCALE ACCORDINGLY. VERIFY BEFORE SCALING.



**L3.2**  
6 of 7



PERSPECTIVE VIEW



PERSPECTIVE VIEW

**Burke**

SERIES: Basics, Intensity, Nucleus  
SITE PLAN  
DRAWN BY:  
BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

NUNP-2877

BCI Burke Company (99)  
NUNP-2877

June 30, 2021

INFORMATION  
MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL AREA  
775 SQ.FT.  
PERIMETER  
110 FT.  
STRUCTURE SIZE  
27' 11" x 38' 7"  
STRUCTURE IS DESIGNED FOR CHILDREN AGE:  
 6-23 MONTH OLDS  
 2-5 YEAR OLDS  
 5-12 YEAR OLDS  
 13+ YEAR OLDS

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org).

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CSPC guidelines

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	10		
NUMBER OF ELEVATED PLAY EVENTS:	5		
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQD: 0	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 5	REQD: 3	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 5	REQD: 3	
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5	REQD: 2	
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 3	REQD: 2	

**WARNING!**  
ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CONSUMER PRODUCTS SAFETY COMMISSION GUIDELINES.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

2 PLAY STRUCTURE (AGES 2-5)

**Burke**

SERIES: Basics, Intensity, Nucleus  
SITE PLAN  
DRAWN BY:  
BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

NUNP-3238

December 13, 2022

INFORMATION  
MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL AREA  
1584 SQ.FT.  
PERIMETER  
174 FT.  
STRUCTURE SIZE  
52' 9" x 45' 0"  
STRUCTURE IS DESIGNED FOR CHILDREN AGE:  
 6-23 MONTH OLDS  
 2-5 YEAR OLDS  
 5-12 YEAR OLDS  
 13+ YEAR OLDS

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org).

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CSPC guidelines

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	19		
NUMBER OF ELEVATED PLAY EVENTS:	6		
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQD: 0	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 6	REQD: 3	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 6	REQD: 3	
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 13	REQD: 2	
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5	REQD: 2	


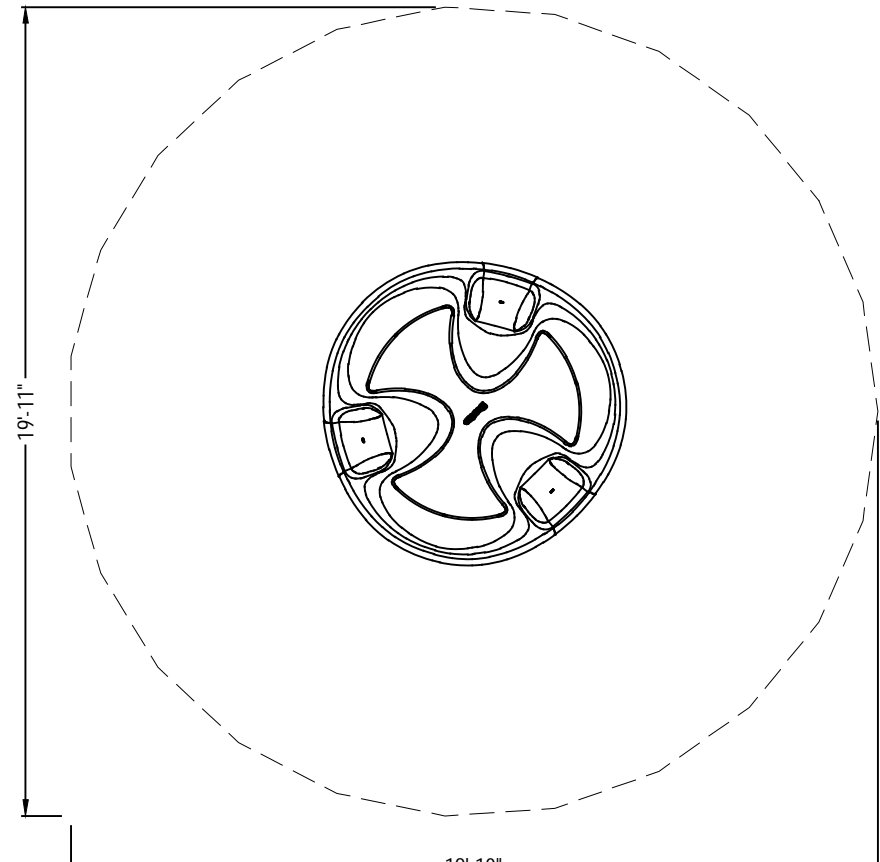
**WARNING!**  
ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CONSUMER PRODUCTS SAFETY COMMISSION GUIDELINES.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

1 PLAY STRUCTURE (AGES 5-12)

# ATTACHMENT C - PLAYGROUND LAYOUTS

**Burke.**  
PLAY THAT MOVES YOU.

BCI BURKE COMPANY, LLC  
P.O. BOX 549, 660 VAN DYNE RD.  
FOND DU LAC, WI 54936-0549  
TOLL FREE: 1-800-356-2070  
PHONE: (920) 921-9220  
FAX: (920) 921-9566  
www.bcburke.com


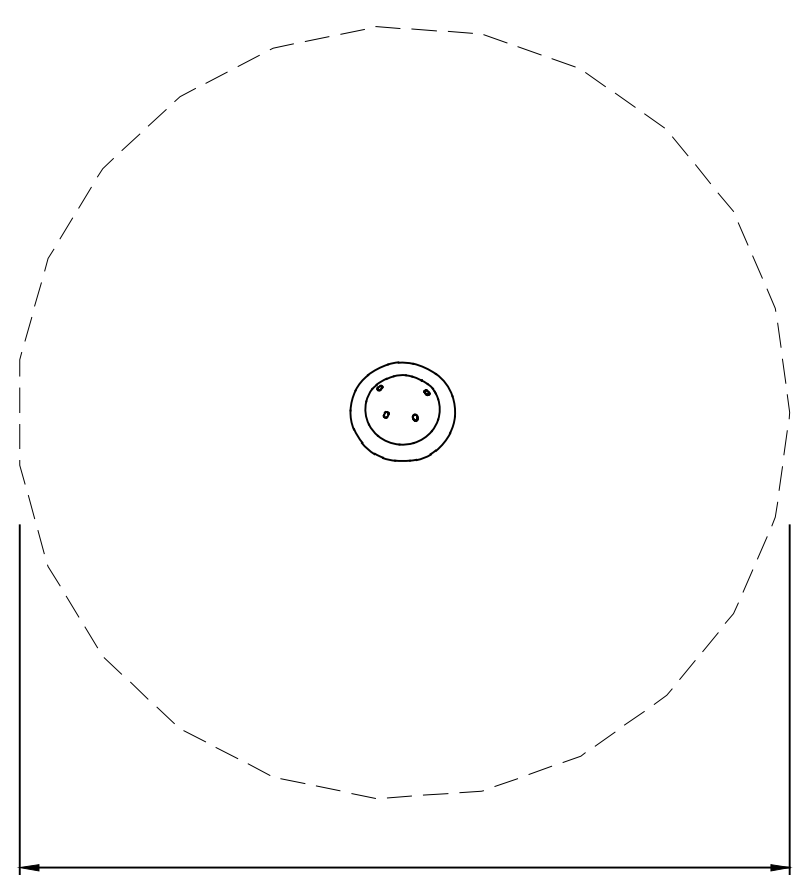



**6** 5-12 FREESTANDING MOTION PLAY  
VOLT® INCLUSIVE SPINNER

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CADdetails.com

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FOND DU LAC, WI 54936-0549  
TOLL FREE: 1-800-356-2070  
PHONE: (920) 921-9220  
FAX: (920) 921-9566  
www.bcburke.com


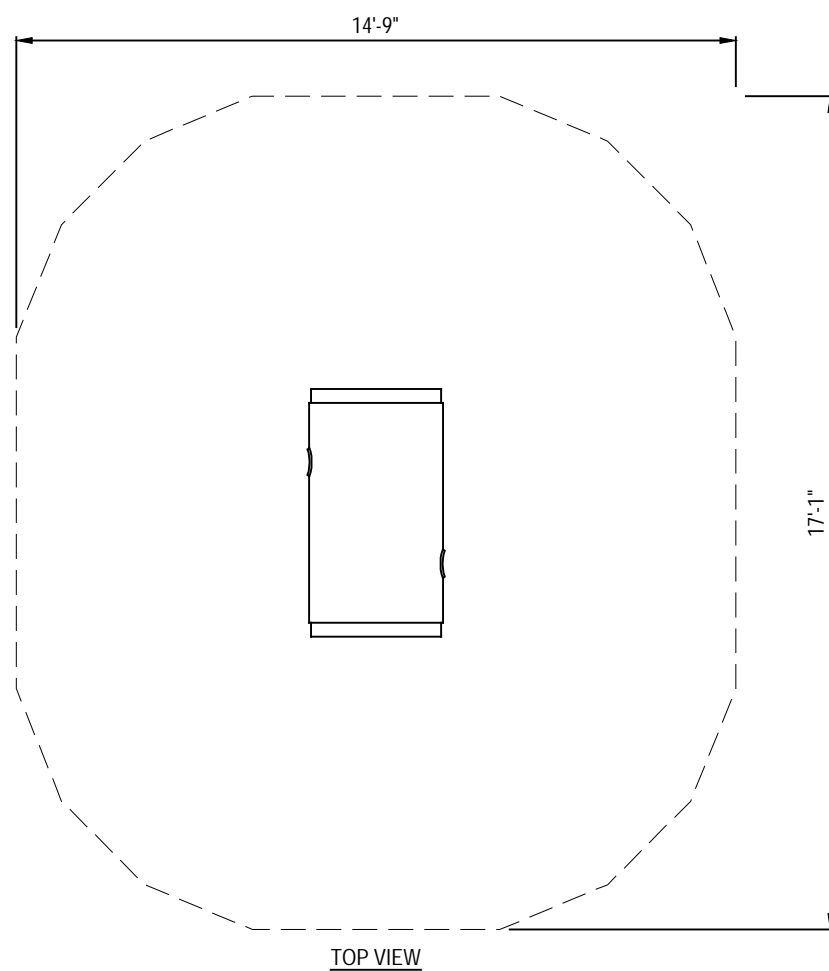



**4** 2-5 FREESTANDING MOTION PLAY  
KIDFORCE SPINNER

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TOLL FREE: 1-800-356-2070  
PHONE: (920) 921-9220  
FAX: (920) 921-9566  
www.bcburke.com


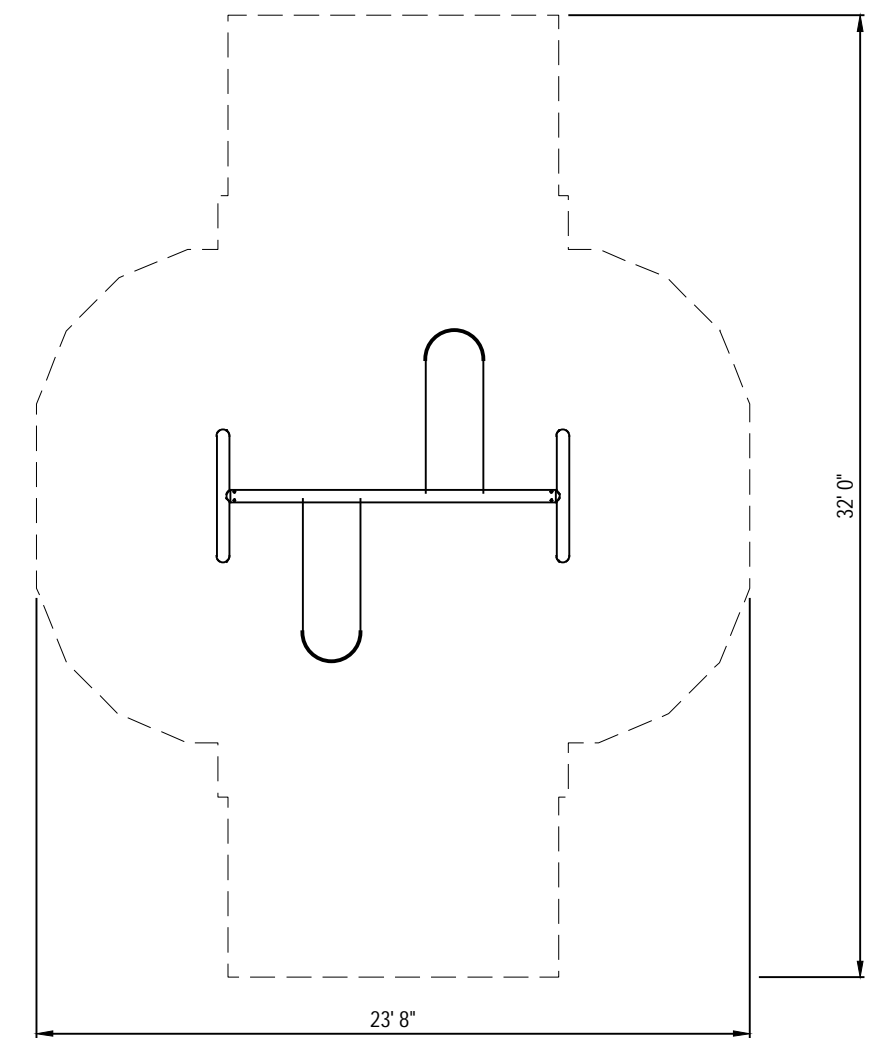



**2** 2-5 FREESTANDING CLIMBERS  
NATUREPLAY® LOG TUNNEL

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TOLL FREE: 1-800-356-2070  
PHONE: (920) 921-9220  
FAX: (920) 921-9566  
www.bcburke.com

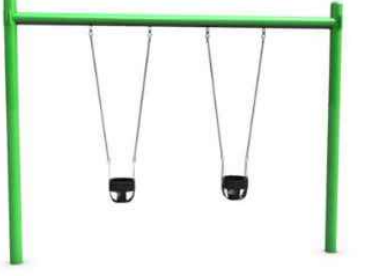
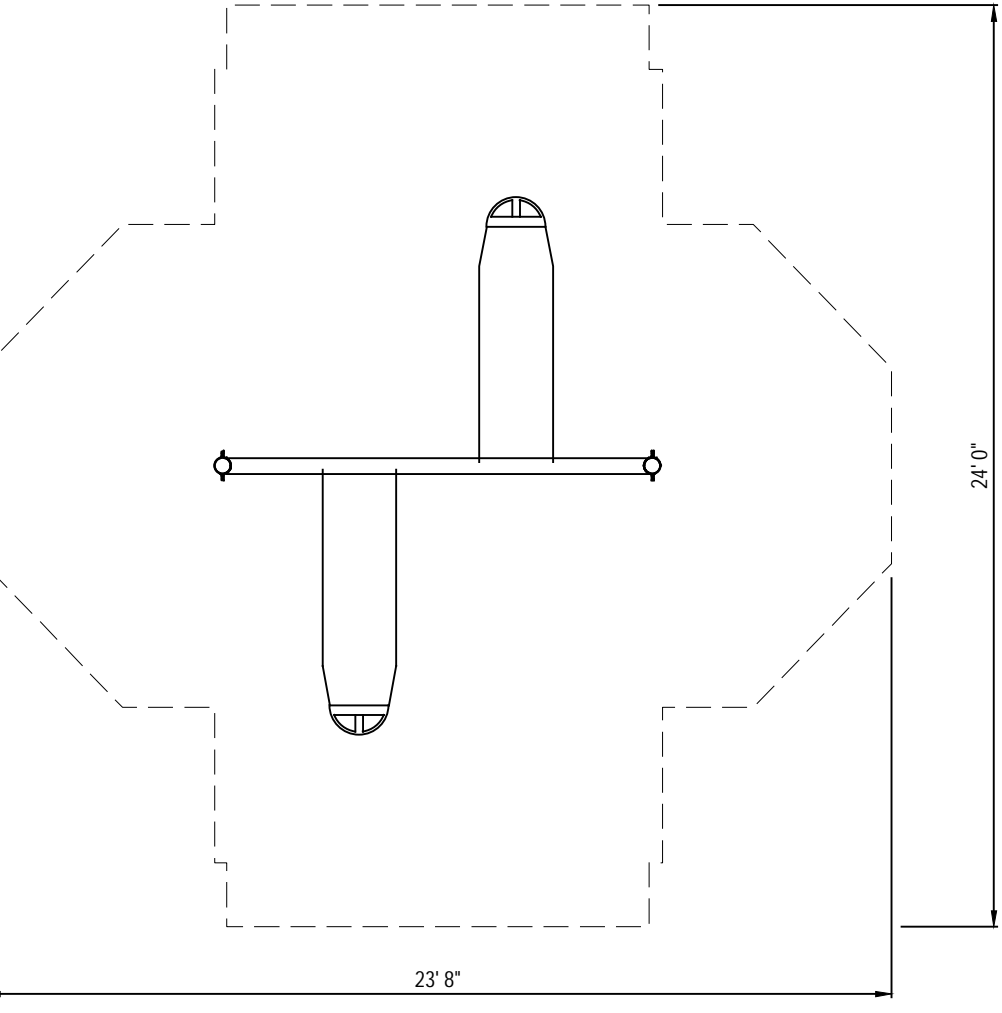



**5** 5-12 SWINGS  
ARCH SWING WITH BELT SEATS (BB-2839)

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PHONE: (920) 921-9220  
FAX: (920) 921-9566  
www.bcburke.com


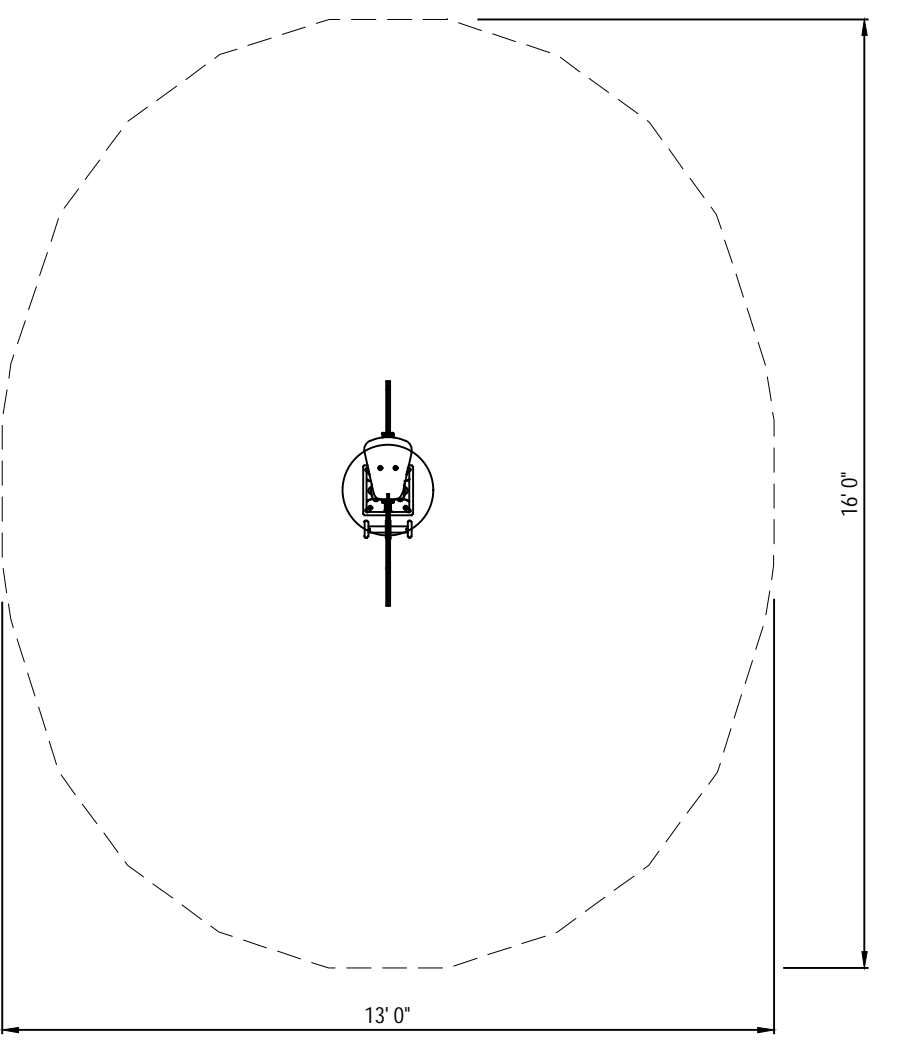



**3** 2-5 SWINGS  
SINGLE POST SWING WITH TOT SWINGS (BB-2841)

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TOLL FREE: 1-800-356-2070  
PHONE: (920) 921-9220  
FAX: (920) 921-9566  
www.bcburke.com

**1** 2-5 FREESTANDING MOTION PLAY  
PONY ROCKER


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ARCHITECTURE, INC.

www.aeonlandscape.com  
P.O. Box 5231  
Vacaville, CA 95696  
(707)469-3900

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BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA

CONSTRUCTION DETAILS

SUNRISE LOOMIS  
PLAYGROUND REPLACEMENT  
LOOMIS, CA 95650



DESCRIPTION:	DATE:
ISSUED FOR BID	6/23/2023

DESIGNED BY:	DB
PROJECT NUMBER:	2303

DRAWING SCALE: PER DETAIL  
INCH INCREMENTS ARE SHOWN AT FULL SCALE ON ORIGINAL DRAWING. IF NOT ACCURATE, ADJUST SCALE ACCORDINGLY. VERIFY BEFORE SCALING.



**L3.3**  
7 of 7

**Specified Play Equipment Co.**

121 #1 Industrial Road  
 Belmont, CA 94002  
 800.475.1071  
 www.specplay.com



**ADDRESS**

Town of Loomis  
 PO Box 1330  
 Loomis, CA 95650

**SHIP TO**

Town of Loomis  
 Sunrise Loomis Park  
 5871 Arcadia Ave  
 Loomis, CA 95650

**Estimate 2849**

**DATE 06/28/2023**

**EXPIRATION DATE 07/28/2023**

**TRACKING NO.**

Sunrise Loomis Park

**DEPOSIT DUE NOW**

Terms: Net 30 days

**CSLB# 1050307**

Loomis Omnia ID #5171038

**DIR# 1000064237**

Burke Omnia Contract  
 #R220201

ACTIVITY	QTY	RATE	AMOUNT
Play Area for children 5-12 years old			
<b>BCI Burke Equipment</b> NUNP-3238 Nature Play Structure 5-12	1	96,359.00	96,359.00T
<b>BCI Burke Equipment</b> 550-0111 x 2 550-0135 x 1 5" Arch Swing Single Bay w/ two belt seats	1	3,225.00	3,225.00T
<b>BCI Burke Equipment</b> 560-2579 Volta Spinner	1	7,396.00	7,396.00T
<b>BCI Burke Equipment</b> 580-1310 Safety signage 5-12	1	625.00	625.00T
Play Area for children 2-5 years old			
<b>BCI Burke Equipment</b> NUNP-2877 Nature Play structure 2-5	1	38,747.00	38,747.00T
<b>BCI Burke Equipment</b> 560-0559 Log Tunnel	1	8,242.00	8,242.00T
<b>BCI Burke Equipment</b> 570-2683 Pony Rocker	1	1,325.00	1,325.00T

Please write checks to  
 Specified Play Equipment Co (SPEC Play)  
 121 #1 Industrial Road  
 Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
<b>BCI Burke Equipment</b> 560-2573 Kid Force spinner	1	897.00	897.00T
<b>BCI Burke Equipment</b> 550-0201 x 1 550-0099 x 2 Single Post Swing Bay (5" Dia.) w/ two bucket seats	1	1,904.00	1,904.00T
<b>BCI Burke Equipment</b> 580-1310 Safety Signage 2-5	1	625.00	625.00T
<b>Discount</b> Omnia Partners discount	1	-23,901.75	-23,901.75T
<b>Freight</b> Freight and packaging	1	8,210.00	8,210.00

**PLEASE NOTE:**

Quote is for equipment only. Installation and protective surfacing not included in quote.

Estimated Lead Time: 16 weeks

Colors TBD by client at time of order

Offload of equipment will require forklift with fork extensions

Quote Valid for 30 Days

ACCEPTANCE By signing below, you acknowledge and agree to our estimate, contract, exclusions, conditions, payments, and Terms and Conditions attached shall comprise to be the Agreement. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items.

**TERMS: NET 30**

Failure to pay any amount when due shall cause interest to begin to accrue at 12% per annum on the entire unpaid amount of the Agreement. Any late payment will cause Client being responsible for a 2% late fee on any late payment. Any action by SPEC to enforce collection of Agreement amount owed, Client must pay all attorney fees and costs.

SUBTOTAL	143,653.25
TAX	10,158.24

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121 #1 Industrial Road  
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<b>TOTAL</b>	<b>\$153,811.49</b>
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Accepted By

Accepted Date

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Specified Play Equipment Co (SPEC Play)  
121 #1 Industrial Road  
Belmont, CA 94002

SPEC has signified SPEC's willingness to erect the Project, is defined as the structure identified to be constructed in the Estimate in accordance with the drawings and specifications attached to this Agreement and signed by SPEC and Client, and in accordance with the conditions and for the consideration set forth below and the attached Estimate. Hereinafter SPEC and Client are jointly referred to as "Parties" or "Party".

It is agreed between the parties, in consideration of their mutual agreements, as follows:

1. SPEC agrees:

A. To furnish all the materials and perform all the work for the erection of the Project in accordance with the plans and specifications prepared by SPEC, signed by Client, and attached to this Agreement as Estimate and made a part of this Agreement.

B. To maintain insurance to protect SPEC from claims under worker's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Agreement, whether such operations be by SPEC or by any subcontractor or anyone directly or indirectly employed by either of them. No other insurance is expected or maintained by SPEC unless specifically stated in this Agreement or Estimate.

C. Bonds. SPEC is not required to maintain a Bond unless specifically stated in the Estimate.

D. That Client may make any alterations, deviations, additions or omissions from the plans and specifications, or either of them, which SPEC shall deem proper, by a written order "Change Order" signed by all necessary parties and approved by Client, without affecting or making void this Agreement and in all such cases Client shall appraise such alterations, and add to or deduct from the amount agreed to be paid to SPEC any excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work caused by the alterations or deviations as SPEC shall decide to be reasonable.

If SPEC should be adjudged a bankrupt, or if SPEC should make a general assignment for benefit of SPEC creditors, or if a receiver should be appointed on account of SPEC insolvency, or if SPEC should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if SPEC should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the architect, or otherwise be guilty of a substantial violation of any provision of the contract, Client, that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving SPEC 30 days written notice, terminate the employment of SPEC and take possession of the Project and of all materials, tools and appliances in the Project.

2. The Client agrees:

A. Client understands and agrees no other work should be assumed to be done by SPEC unless specifically expressed in the Estimate and/or the Terms and Agreement. This includes but not limited to, SPEC does not have the responsibility for: offloading equipment, removal of packaging, project security, landscape and hardscape repair, delays due to conflicts, removal of spoils, locating underground, utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples.

B. To pay the SPEC for the performance of this Agreement, subject to additions and deductions provided in this Agreement, in current funds as provided in the Estimate. Where quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to Client or SPEC, there shall be an equitable adjustment of this Agreement to prevent such hardship. The Client shall make payments on account of this Agreement, which includes the Estimate.

C. SPEC is not responsible for but not limited to Union Agreements or Project Labor Agreement.

D. To give all requisite notices to the proper authorities, obtain all official inspections, permits, certificates and licenses made necessary by the work in SPEC Estimate, and pay all proper and legal fees.

E. Deliverables, Objectives, and Project Phases. Each Estimate will describe the deliverables, objectives, or project phases that SPEC must complete. The completion of each deliverable, objective, or project phase is subject to review by Client. If a payment is contingent upon SPEC completing a deliverable, objective, or project phase, then the payment will not be due until Client provides written acceptance of completion.

F. Change Requests. Client request changes to the scope of the Project by sending a written request to SPEC ("Change Request"). Within ten (10) days after receiving a Change Request, SPEC will review the Change Request and notify Client in writing of any financial or schedule change required to implement the Change Request. The Change Request will not be binding unless agreed to in writing by both parties. If Client agrees to pay SPEC's additional fees to make the changes, then SPEC may not refuse to accept the Change Request.

G. Ownership of Developed Intellectual Property. All documents, including original drawings, estimates, specifications, field notes, and data are and remain the property of SPEC as instruments of service. SPEC shall grant Client a perpetual, non-exclusive, irrevocable license to a set of reproducible record prints of drawings and copies of other instruments of service for Client's use in connection with the Project, for future renovations, repairs, maintenance, or operations related to the Project, and for the limited purpose of Client's development and/or marketing efforts, including, but not limited to, communications with potential donors and other funding sources. SPEC shall not be responsible

for any modifications to the Project made by Client or Client's representatives using SPEC's Instruments of Service. Reuse for new projects shall require the prior, express, and written permission of SPEC and shall entitle SPEC to further compensation at a rate to be agreed on by Client and SPEC.

H. **Conflicting Contractual Obligations.** Client warrants that Client will be free, as of the date of the performance by SPEC of any services pursuant to this Agreement, of any contractual obligations that would prevent Client from having the services performed by SPEC, and that SPEC's offer or agreement to the Project in no way caused or induced Client to breach any existing contractual obligations.

E. **Client Review of Work Product.** Client shall review all reports and data submitted by SPEC within ten (10) days following delivery and shall notify SPEC in writing of any discrepancies or deficiencies contained in the material.

F. **Access To Premises.** Client must provide constant access to the Premises to include but not limited to workmen, materials, tools, and equipment. SPEC is not responsible for grades, stable, compacted, underground obstacles (pipes, wiring, rocks and so forth) and workable, rough grade to be taken plus or minus one tenth of one inch.

### 3. Indemnification.

A. **General Indemnification.** SPEC will defend and indemnify Client, its subsidiaries and affiliates, and their respective officers, directors, agents and employees (collectively, the "Client Parties") against all third party claims, demands, suits, or actions (collectively "Claims") brought against any of the Client Parties, and pay reasonable damages, costs, losses, liabilities and expenses (including reasonable attorney's fees) incurred by any of the Client Parties as a result of such Claims, to the extent arising from SPEC's, or its employee's or agent's: (a) willful misconduct; or (b) breach of any provision of this Agreement or any Change Request.

B. **Indemnification Notification and Procedure.** Client will promptly notify SPEC of any claims or potential Claims and give SPEC reasonable assistance in the defense of the Claim. Client will not take any action that impairs SPEC's defense of the Claim. SPEC may not, without Client Party's written consent, settle a claim or stipulate to the entry of a judgment in any manner that admits liability of a Client Party or imposes any obligation on such indemnified party.

### 4. Miscellaneous:

A. If SPEC be delayed at any time in the progress of the work by any act or neglect of Client, or of any employee of either, or by any other contractor employed by Client, or by changes ordered in the work, or any claim under Force Maj Majeure ore clause below or by any cause which SPEC shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as SPEC may decide.

B. The parties intend that SPEC, in performing services specified in this Agreement, shall act as an independent contractor and shall have complete control of the work and the manner in which it is performed. SPEC shall be free to contract for similar services to be performed for other customers while supplier is under contract with Client. SPEC is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, or in bonus, stock, or similar benefits that Client provides for its employees.

C. The personnel furnished pursuant to this Agreement will be, and remain, employees of SPEC, and SPEC will exercise complete control over their conduct and will pay all wages, expenses, social security taxes, federal and state unemployment insurance, and any similar taxes relating to the employees.

D. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SPEC BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL SPEC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CLIENT TO SPEC UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

E. **Assignability.** This Agreement will be binding upon Client's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Client, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Client may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Client may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Client's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

F. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Client represents and warrants that Client is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any Estimate or Change Request conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such Estimate or Change Request.



G. Severability. If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

H. Modification, Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Client of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

I. Notices. Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with the address stated on the Estimate. The address of a Party to which notices, or other communications shall be mailed may be changed from time to time by giving written notice to the other Parties.

J. Attorneys Fees & Costs. In any court, mediation, arbitration, action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

K. Signatures. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

L. Force Majeure. Neither Party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform (*contract shall be allowed to be extended by SPEC pursuant to Section 4.A. of this Agreement*) in accordance with the terms of this Agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, strikes, pandemics or any other unforeseeable cause not within the reasonable control of either party (collectively referred to herein as "Force Majeure Event"). A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by either party. Notwithstanding the foregoing, any party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for

any longer duration than is required by the Force Majeure event. Each party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

5. Optional Services. SPEC may be able to assist Client in other services in connection, however this Agreement, specifically exclude these services unless Client enters a separate written and signed agreement with Client.

A. Structural Design Engineer ("SDE"). Client acknowledges and understands that the structure being built is a prefabricated, pre-engineered, assembled onsite solution. In certain jurisdictions, the footers may require a local licensed structural engineer to seal and stamp the manufacturer recommended footers based on the local soil conditions. Client is responsible to get obtain a local SDE to provide any certifications required.

Client, acknowledges and understands that SPEC is not responsible for paying for the SDE. This is a separate cost paid by client directly to SPEC. Should Client wish to utilize SPEC's consulting services to identify and retain SDE, this will be a separate cost on a per project basis. Should Client wish to retain SPEC's consulting services for this specific service, Parties will agree in a signed writing that Client is seeking SPEC's assistance to provide this service. SPEC will provide Client with a Retainer Amount to be paid prior to services start. Said retainer will be billed against by SPEC. Any unused portion of the retainer will be refunded. Additionally, should the retainer be insufficient, Client agrees to replenish upon request by SPEC.

B. Permits or Equivalent. Client, acknowledges and understands that it is the Client's responsibility to secure all permits or equivalent associated with the installation of the Project. Further SPEC is not responsible for any application or other submittals to the Accessibility at the Department commonly referred to as the "DSA".