

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Alex Hailey
707.538.3800 | (707) 736-6897
alexh@rossrec.com

Contract #: 2024-34684
Quote #: 00045954
Quote Name: Halcyon Option 2
Quote Total: \$195,434.02

Shipping Address:
Halcyon Park
1245 147th Street
San Leandro, California 94578

Billing Address:
San Leandro, City of
835 E. 14th Street
San Leandro, California 94577

Quote Date: 2/5/25
Expiration Date: 3/5/25

Opportunity Name	Lead Time	Sales Representative	Payment terms
Halcyon Tot Fire Replacement	Check with Sales Rep	Alex Hailey	Net 30 On Materials Shipment

QTY	PRODUCT DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	PlayBooster Landscape Structures PlayBooster Design #1191101-02-01 for ages 2-5, 2-5	\$90,220.00	\$90,220.00
1.00	Install - Play Equipment Installation of Landscape Structures design #1191101-02-01 by a manufacturer certified installer. Price does not include removal of existing equipment or wood chips. *Project DIR # needed for state Prevailing Wage projects. Quote does not include any additional labor, union or wage requirements. If project has additional labor requirements, additional costs will be incurred through a change order to the originally quoted labor prices shown on this quote unless otherwise noted. *Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. *Installation quoted includes standard manufacturer provided footing details. If different and/or engineered footing details are provided by the contractor/owner/specifier, a change order will be required. Price does not include engineering footing designs. *Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.	\$31,577.00	\$31,577.00
1.00	PIP Rubber Surface America Poured-In-Place Rubber surfacing materials: ~ Square Footage: 510 sqft (for 2 ramps - owner to confirm) ~ Thickness: 4" (for up to 9' critical fall height) ~ Binder: Aliphatic ~ Color: 50% Color & 50% Black speckled mix *Rubber surfacing will follow the contour of the sub-base and will be 4" thick throughout the area. *Any change to color, thickness, square footage or binder type will require a change order. *It is the responsibility of the Owner to verify all colors and square footage prior to placing an order. Any changes will require a revised quote and may result in a price increase. *Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt or Compacted Aggregate Class II Base Rock. More details available upon request. *Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.	\$10,982.00	\$10,982.00
1.00	Install - Rubber Surfacing Installation of Surface America Poured-in-Place rubber surfacing for 500 square feet at a 4" thickness by a manufacturer certified installer for ramp in both play areas. Price does not include removal of existing PIP rubber, sub-base preparation, drainage, design work or inspections. Owner is responsible for verifying that quoted material meets all details and that sub-base is prepared at the proper depth from finish grade. Square footage provided by customer - if additional is required a change order will be needed. Surfacing will be installed to follow slope of the existing sub-base and thickness of safety surfacing quoted to be kept consistent.	\$10,075.00	\$10,075.00



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Surfacing will not be installed thicker over drains unless requested. Please advise if surfacing is to be installed in any other manner, so quote can be adjusted.

*Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax.

*Acceptable sub-base materials include: Concrete, Asphalt or Compacted Aggregate Class II Base Rock. If compacted aggregate is the sub-base, Ross Recreation will require: Class II base rock with fines, minimum of 4" compacted to 90-95%, sloping 1-1.5%; any other base rock conditions will void the surfacing warranty. More details available upon request. Other sub-bases are not acceptable and Ross Recreation will not install rubberized surfacing over other sub-base materials.

1.00	Security	Security guard for poured-in-place surfacing during 8 hour curing time, under normal weather conditions. Temporary fencing (at an additional cost) may be needed in certain circumstances. *If you elect to decline a security guard, a security opt out waiver will be required.	\$300.00	\$300.00
1.00	Engineered Wood Fiber	Fibar Engineered Wood Fiber for 4010sf at 16" depth (269 cubic yards) and Fibar Felt (4010sf)	\$10,240.00	\$10,240.00
1.00	Install - Wood Fiber	Installation of Fibar Felt and blown-in installation of 269 cubic yards of engineered wood fiber. Price does not include removal of existing wood fiber, drainage or sub-surface adjustment. Install site must be within 250' feet of semi-truck access or additional charges may apply.	\$16,096.00	\$16,096.00
Totals				
County/ City Tax		(Alameda County/ San Leandro 10.7500 %)	Materials	\$111,442.00
			Sales Tax	\$11,980.02
			Labor/ Fees	\$58,048.00
			Freight	\$13,964.00
			Total	\$195,434.02

Notes to Customer

Removal of existing play equipment and wood fiber is not included. Customer is responsible for ensuring area is secure during construction or advising if temporary fencing should be added to the proposal. Price does not include payment and performance bonds, engineering or inspections.



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Halcyon Fire Replacement

Ross Recreation Equipment Contract Document

PREPARED FOR:

San Leandro, City of
835 E. 14th Street
San Leandro, California 94577
Credit Terms: Net 30 On Materials Shipment

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between San Leandro, City of ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **3/5/25**.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments, or modifications of this Contract shall be valid unless made in writing and signed by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials with the installation of those materials, if we are providing installation of your equipment. Site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms and payment for materials is required regardless of installation status.

Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping. Any changes to the County/City tax rate and/or a change to the ship to location may affect the final total due on this contract. The customer is responsible for these sales tax changes. For this order, the sales tax rate is as follows: **(Alameda County/ San Leandro 10.7500 %)**.

Labor costs quoted and contracted are good for six months. If the duration and/or timeline of the project and Ross Recreation's start date is extended beyond six months from the time of an executed contract, additional costs may be incurred reflecting current labor costs at the time the labor is performed.



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1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.



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6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. SITE CONDITIONS:

Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high-water table, unknown obstructions (ie - old footings, concrete, pipes, conduits, etc), and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. Ross Recreation is not responsible for any additional costs or delays caused by unforeseen site conditions, including but not limited to contaminated soil, hidden utilities, archaeological findings, or other site conditions.

8. EXCLUSIONS/CLARIFICATIONS:

Permits, permit fees, licenses, inspections, site work, and any materials or labor unless specifically quoted and included in the approved scope of work are excluded.

Mobilization: Labor quoted by Ross Recreation is for one move-in and one move-out mobilization. Delays and/or multiple mobilizations due to inadequate site prep, project delays, or other reasons will require an additional mobilization fee by Ross Recreation.

Site Access: Customer must ensure that the site may be accessed by large machinery or equipment (i.e. a Bobcat tractor, lift, etc.) for use of moving equipment, footing excavation, and performing required installation work. Site access must be free from curbs, concrete walkways, fencing, plantings, etc. If such conditions exist, Ross Recreation will do our best to gain access with minimal damage but will not be responsible for needed repairs made due to limited access to the site.

Labor/Installation: Ross Recreation will provide materials and installation (if applicable and quoted) only as quoted and per each manufacturer's installation specifications, guidelines, and standard footing details. Installation includes the layout of the equipment, post-footing excavation based on the manufacturer's standard footing details and specifications, concrete for footings, and complete assembly/installation of the purchased materials unless stated otherwise.

Underground Utilities: Services for underground utilities that are not marked by USA or other location services are not the responsibility of Ross Recreation. If utilities are inadvertently affected and damaged during the installation and completion of Ross Recreation's scope of work, Ross Recreation is not liable for repair nor any associated repair costs incurred by footing and/or excavation work. Scan/X-ray services prior to the start of work to better identify utilities is highly recommended.

The correct and determined location of the equipment/structure(s) is the sole responsibility of the owner or designated architect, engineer or designer of the project. If the relocation of the equipment/structure(s) is required due to unknown site conditions, permits, project approvals or other occurrences, additional costs may be incurred for re-mobilization, new site considerations and conditions and/or other project specifics.

Existing ground cover or surfacing materials interfering with the installation will require a change order to include removal and/or disposal of materials. Landscape repairs are excluded, including irrigation or/and lines interfering with installation.

Third-party playground equipment inspection/certification to be completed independently from this contract and by others.

Project Security: Ross Recreation requires that the customer provide a secure site for the materials and installation of equipment and surfacing. Ross Recreation is not responsible for providing site security nor safeguarding the worksite



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and providing materials against theft, vandalism, or other criminal activities unless specifically included in the scope of work. Any costs are the responsibility of the customer/Owner.

For rubberized surfacing installations, Ross Recreation will require the use of temporary cyclone fencing or a security guard for the curing period following the installation of the rubberized surfacing. If fencing or security is declined, Ross Recreation will require a waiver form provided and signed by the customer accepting liability for securing the site during the surfacing cure time of forty-eight hours.

Ross Recreation excludes any work or items not explicitly listed in the ordered quote and scope of work or otherwise included by reference in this contract. Any additional materials and/or work requested shall be subject to a separate agreement or Change Order.

9. CLEAN-UP:

If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave the area where the construction occurred in a neat and broom clean condition.

Off haul of spoils from footings or other construction work is excluded from Ross Recreation's scope of work unless otherwise noted. The customer is to provide a location for spoils to be stored/distributed on-site. If spoils are to be removed from the site, Ross Recreation must be notified and included in the agreed scope of work.

10. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

11. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

12. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

13. HAZARDOUS MATERIALS:

Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos, lead, mold or other hazardous material. The Contractor or Owner warrants that no such material is present. In the event that such material is encountered, Ross Recreation shall stop work immediately and will not start work again until such hazardous materials are clear of the site.

14. NON UNION CONTRACTORS:

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions; however compliance with prevailing wage rate requirements will occur in compliance with the Department of Industrial Relations (DIR) guidelines. If union enrollment is required by Ross Recreation's subcontractor and they are able, willing and agree to the enrollment for completion of this project, Ross Recreation will require a change order to cover the costs on a per project enrollment and additional wage/benefit requirements.

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15. CONTRACTORS:

Contractors are required by law to be licensed, bonded, and regulated by the Contractor's State License Board whose address is:

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

16. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

Customer Signature

Customer Print Name

Date