


## REPORT TO CITY COUNCIL

**DATE:** APRIL 24, 2019  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** GREG RAMIREZ, CITY MANAGER   
**BY:** NICK NEWKIRK, RECREATION MANAGER *NN*  
**SUBJECT:** AGREEMENT FOR CONTRACTOR SERVICES FOR REPLACEMENT OF FOREST COVE PARK AND MORRISON PARK AMENITIES

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In fiscal year 2017-2018, the Department of Community Services purchased and installed new park furnishings for Chumash Park. The department budgeted money to do the same for Forest Cove Park this current fiscal year 2018-2019, with the goal of having furniture that matches what was previously purchased at Chumash Park. Forest Cove is heavily utilized by several sports organizations and is very popular with local moms to bring their children during the day. Over the years, the high use of this park has caused the park's amenities (trash cans, picnic tables, etc.) to require replacement.

The Department of Community Services budgeted for the replacement of the park amenities at Forest Cove and Morrison Park for the fiscal year 2018-2019. The lack of enough trash cans, along with the fact that there was only one recycling center, and the picnic tables and barbeques were old and falling apart, lead the Department to request money for the much needed maintenance. The replacement will include seventeen (17) trash cans, five (5) picnic tables, two (2) barbeques, and adding two (2) new recycling centers, all of which will be strategically placed throughout the park, based on public use.

In order to have matching site furnishings, staff needed to order PW Athletic and Wabash Valley products respectively, which are the same companies the City used in fiscal year 2017-2018 for Chumash. Dave Bang has an exclusive contract to be the sole distributor for both of these companies. The Department has been working with Dave Bang and Associates to order and install these amenities within fiscal year 2018-2019.

This maintenance project will primarily be paid for out of the 4450 Parks budget, but there is also Bev Grant money that will be used to pay for the recycling stations.

Staff is requesting to enter into a contract with Dave Bang and Associates that will conclude on December 31, 2019, with an amount not-to-exceed \$47,000.

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the Agreement for Contractor Services with Dave Bang and Associates
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Dave Bang and Associates - Agreement for Contractor Services

**AGREEMENT FOR CONTRACTOR SERVICES  
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR: Dave Bang Associates, Inc.  
RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Geralyn Freund  
CONTRACTOR'S ADDRESS: P.O. Box 1088  
Tustin, CA, 92781  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
PREPARED BY: Donna Conlin  
COMMENCEMENT DATE: May 1, 2019  
TERMINATION DATE: December 31, 2019  
CONSIDERATION: Contract Price  
Not to Exceed: \$ 47,000/yr

<b>ADDITIONAL SERVICES</b> ( <i>Describe Services, Amount, and Approval</i> ):  _____  _____  _____  _____
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Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Authorized By: \_\_\_\_\_  
*(Not to Exceed 10% of Contract Price)* City Manager

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND DAVE BANG  
ASSOCIATES, INC.**

**THIS AGREEMENT** is made and effective as of May 1, 2019, between the City of Agoura Hills, a municipal corporation ("City") and Dave Bang Associates, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on May 1, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE**

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**4. PREVAILING WAGES**

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work

done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement..

**5. PAYMENT**

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Forty Seven Thousand Dollars and Zero Cents. (\$47,000.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

## **7. DEFAULT OF CONTRACTOR**

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

## **8. OWNERSHIP OF DOCUMENTS**

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **9. INDEMNIFICATION**

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractor in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

## **10. INSURANCE REQUIREMENTS**

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.



3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

## 11. INDEPENDENT CONSULTANT

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

## **12. LEGAL RESPONSIBILITIES**

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

## **13. RELEASE OF INFORMATION**

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses

specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Attention: City Manager

To Consultant: **Dave Bang Associates, Inc.**  
**P.O. Box 1088**  
**Tustin, CA 92781**  
**Attention: Geralyn Freund**

**15. ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

**16. LICENSES**

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**17. GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**18. PROHIBITED INTEREST**

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City

in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**19. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**20. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Linda L. Northrup,  
Mayor

ATTEST:


\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City Council: \_\_\_\_\_


APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONTRACTOR**

Dave Bang Associates, Inc.  
P.O. Box 1088, Tustin, CA 92781  
Geraldyn Freund  
Telephone: (800) 669-2585  
Facsimile: (800) 729-2483

By:    
Name: John Wormell  
Title: President

By:    
Name: Brad Enslin  
Title: CFO / VP

**[Signatures of Two Corporate Officers Required]**

## EXHIBIT A

### TASKS TO BE PERFORMED

***The specific elements (scope of work) of this service include:***

Dave Bang will deliver, assemble, and install the various amenities at Forest Cove Park and Morrison Park, under the City's supervision. (See attached "Quotations" CA 135138 R4 and CA 135132 R4) for specific products and additional information.

#### **Forest Cove Park – 5451 Forest Cove Lane, Agoura Hills, CA 91301**

**As quoted in invoice CA 135138 R4, delivery and installation of all products by Dave Bang and Associates Inc.:**

(17) 32 Gallon Trash Receptacles, (17) Plastic Liners & Flat Top Lids, (17) Posts, (1) eight-foot Picnic Table, (4) six-foot Picnic Tables, (2) single BBQ grills. There will be four recycling stations (each containing three individual receptacles: for paper, plastic, and trash) and two stand-alone receptacles.

The three remaining trash receptacles from this invoice will be utilized at Morrison Park.

#### **Morrison Park – 29909 Forrest Cove Lane, Agoura Hills, CA 91301**

**As quoted in invoice CA 135132 R4, delivery and installation of all products by Dave Bang and Associates Inc.:**

(12) 32 Gallon Trash Receptacles, (12) Plastic Liners & Flat Top Lids, (12) Posts, (1) six-foot Bench. There will be four recycling stations (each containing three individual receptacles: for paper, plastic, and trash) and three stand-alone receptacles per invoice CA 135138 R4.

**EXHIBIT B**

**PAYMENT RATES AND SCHEDULE**

Payment to be submitted upon completion of the project, and will not exceed \$47,000.00

Quotation - CA 135138 R4 - \$19,532.22

Quotation - CA 135132 R4 - \$26,826.73

**Total - \$46,358.95**

P.O. Box 1088, Tustin, CA 92781  
 P: (800) 669-2585  
 F: (800) 729-2483  
 www.davebang.com LIC # 795052



**Quotation**  
 CA 135138 R4

**To City of Agoura Hills**  
**Attn: Nick Newkirk**  
**3001 Ladyface Court**  
**Agoura Hills, Ca 91301**

Quotation Date <b>3/21/2019</b>	Salesperson <b>Jennifer Mellon</b>
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Terms Net 30
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**Forest Cove and Morrison Parks  
 Site Furnishings**

Quantity	Description	Unit Price	Total Extended
17	Wabash # LR300S, 32-Gallon Trash Receptacle, Slat Pattern, portable/surface mount Color: _____	481.00	8,177.00
17	Wabash # LR310N, 32-Gallon Rigid Plastic Liner	32.00	544.00
17	Wabash # FT100N, Flat Top Lid, 8" diameter opening with inward slope Color: _____	90.00	1,530.00
17	Wabash # LR100N, Inground Post Package Color: _____	64.00	1,088.00
1	Wabash # SG111P, 8' Picnic Table with 2-3/8" OD frame, Signature Series, Perforated Pattern, portable / surface mount Color: _____ with _____ Frame	967.00	967.00
4	Wabash # SG106P, 6' Picnic Table with 2-3/8" OD frame, Signature Series, Perforated Pattern, surface mount Color: _____ with _____ Frame	856.00	3,424.00
5	Wabash # SG135N, Surface Mount Package for 2-3/8" OD Legs (set of 2)	20.00	100.00

<i>THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS &amp; CONDITIONS</i>	<b>Subtotal</b>
<b>THANK YOU FOR THIS CHANCE TO QUOTE</b>	<b>Tax (9.5%)</b>
<small>DAVE BANG ASSOCIATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS &amp; CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>	<b>TOTAL</b>

Sa... Jennifer Mellon Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

**Thank You!**



P.O. Box 1088, Tustin, CA 92781  
 P: (800) 669-2585  
 F: (800) 729-2483  
 www.davebang.com LIC # 795052



**Quotation**  
 CA 135138 R4

**To City of Agoura Hills**  
**Attn: Nick Newkirk**  
**3001 Ladyface Court**  
**Agoura Hills, Ca 91301**

Quotation Date <b>3/21/2019</b>	Salesperson <b>Jennifer Mellon</b>
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Terms Net 30
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*Forest Cove and Morrison Parks  
 Site Furnishings*

Estimated Shipping Date 3-5 Weeks	Shipped Via Truck	F.O.B. Agoura Hills
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Quantity	Description	Unit Price	Total Extended
2	Patterson-Williams # 1140-00, Single BBQ with 18" x 20" Grill, 3-1/2" OD post	300.00	600.00
	Less Special Discount	-2,464.50	-2,464.50
	Subtotal		13,965.50
	Shipping	4,240.00	4,240.00
	Installation is INCLUDED on Quote 135132 R3		

<i>THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS &amp; CONDITIONS</i>	<b>Subtotal</b>	<b>\$18,205.50</b>
<b>THANK YOU FOR THIS CHANCE TO QUOTE</b>	<b>Tax (9.5%)</b>	<b>\$1,326.72</b>
<small>DAVE BANG ASSOICATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS &amp; CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>	<b>TOTAL</b>	<b>\$19,532.22</b>

Sa... Jennifer Mellon Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

*Thank You!*

TERMS & CONDITIONS - CALIFORNIA

**1. General Notes**

- \*Assembly and Installation NOT included unless otherwise noted
- \*Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- \*Customer responsible for quoted quantities and model numbers, please check!
- \*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

**2. Payment / Ordering**

- \*We require a completed friendly one-page credit application or payment with order
- \*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

**3. Shipping / Unloading**

- \*Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- \*\*IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.
- \*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

**4. Engineered Wood Fiber**

- \*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- \*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

**5. General Notes for Purchased Installation**

- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- \*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal

\*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.

\*ACCESS CLAUSE: Installation based on clear access to area. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.

\*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.

\*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.

\*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted

\*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.

\*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.

\*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines

\*Installation does NOT include saw cutting and/or core drilling unless otherwise noted

\*Installation does NOT include jackhammering. Please call for details.

\*Area MUST have normal soil conditions and be level.

\*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

**6. Temporary Fencing**

\*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

TERMS & CONDITIONS - CALIFORNIA

**7. ADA Access**

\*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

\*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

**8. Poured-in-Place Rubber Surfacing**

\*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

\*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

\*48-Hour Manned Security is NOT included for rubber.

**9. Shade Shelters (non DSA)**

\*Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

\*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

\*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

**10. Shade Shelters (DSA)**

\*\*6-8 Week lead time is AFTER DSA approval by your architect of choice

\* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

\* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

\*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

\*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

\*School District / Architect responsible for submission of plans to DSA for DSA approval

\*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

\*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted

**11. Prevailing Wages**

\*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

\*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

\*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

**12. Indemnity Provision**

\*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

**13. Insurance**

**Available Insurance**

Umbrella / Excess Liability:

Each Occurrence - \$2,000,000.00

Aggregate - \$2,000,000.00

General Liability Limits:

Deductible - \$2,500.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises - \$100,000.00

Medical Expense - \$5,000.00

Personal & Adv Injury - \$1,000,000.00

General Aggregate (per project) - \$2,000,000.00

Products Comp/OP Agg - \$2,000,000.00

Excludes Contractual Liability

Available Endorsements:

Additional Insured Ongoing Operations CG2010

Additional Insured Completed Operations CG 2037

Primary Noncontributory IFG-G-0094

Waiver of Subrogation CG 2404

Per Project Aggregate IFG-G-0065

Per Location Aggregate IFG-G-0064

Auto Liability Limits:

(Any Auto, Hired Autos, Non-Owned Autos)

Combined Single Limit \$1,000,000.00

Available Endorsements:

Auto Blanket Additional Insured/Waiver of Subrogation CAT353

Workers Compensation and Employers Liability:

Each Accident - \$1,000,000.00

Disease (Ea Employee) - \$1,000,000.00

Disease (Policy Limit) - \$1,000,000.00

Waiver of Subrogation Endorsement available upon request

CA WC040306



Without Side Door



With Side Door

## WABASH - PLASTISOL COATED RECEPTACLES

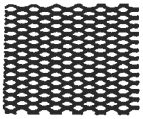
Our Wabash PLASTISOL coated trash can receptacles are a staple item. Choose either our 22 or 32 gallon size. Any of our standard 22/32 Gallon Lid options will fit and are sold separately. Liners are optional, as are inground or surface mount post packages (all items sold separately). Choose between our DIAMOND, PERFORATED, RIB or SLAT patterns. Our 32 gallon PERFORATED and RIB patterns are also available with a Side Door option.

LR200 – 22-Gallon receptacle

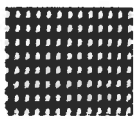
LR300 – 32-Gallon receptacle

LR305 – 32 Gallon receptacle with side door (not available in diamond or slat pattern)

### PATTERNS



Diamond



Perforated



Rib Pattern



Slat

### COLORS



Charcoal



Dark Bronze



Blue\*\*



Brown\*\*



Cranberry



Sand



Red\*\*



Teal



Gray\*\*



Green\*\*



Kelly Green



Purple



Black\*\*



Yellow

Plastisol-coating available in all colors shown. \*\*Dome top lids available in Gray, Red, Brown, Blue, Green or Black

### MOUNTING OPTIONS

LR100 – In-ground post package

LR105 – Surface-mount post package

### RECEPTACLE LINER OPTIONS

LR210 – 22-Gallon receptacle liner

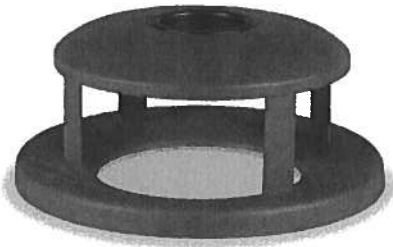
LR310 – 32-Gallon receptacle liner

### RECEPTACLE LID OPTIONS

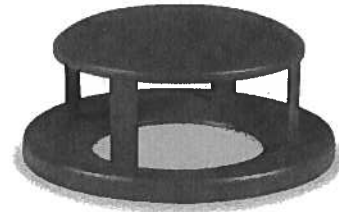
For receptacle lid options please see separate cut sheet – Flat top lid, flat top recycle lid, dome top lid, flat top with solid bonnet, flat top with ashtray bonnet

RECEPTACLE LID OPTIONS

FT117 ▶



FT116 ▶



FT105 ▶



AL100 ▶



RECEPTACLE LIDS

Choose from several lid options for use on all Wabash Valley receptacles. All styles will fit any of our Standard, Flare-top or Tapered receptacles. (We offer a Flat-top lid specifically for our 55-Gallon receptacle, as other lid options won't fit.) All lids come standard with heavy-duty stainless-steel aircraft cables to secure them to the receptacles.

Choose your lid and style: Powder-coated Flat-top lids in inward or outward slope. Bonnet lids in solid, ashtray or serving tray options. Cast ash/trash lid.

Foam-molded plastic dome-top lid. Flat-top recycle lid labeled "Recycle Only" with 5" diameter hole opening. Dome-top recycle lid labeled "Recycle Only" in black with 4" diameter hole opening.



MODEL	DESCRIPTION	WEIGHT
FT100	Flat-top lid with 8"-diameter opening - Inward slope	9 lb.
FT105	Flat-top lid with 8"-diameter opening - Outward slope	7 lb.
FT106	Flat-top recycle lid with 5"-diameter opening - Outward slope	7 lb.
FT107	Recycle Flat-top lid - No label with 5"-diameter opening - Outward slope	7 lb.
FT110	Flat-top lid with 14"-diameter opening	8 lb.
FT115	Flat-top lid for 55-Gallon receptacle	12 lb.
FT116	Flat-top with solid bonnet for 55-Gallon receptacle	16 lb.
FT117	Flat-top with ash bonnet for 55-Gallon receptacle	16 lb.
AL100	Ash/Trash lid	13 lb.
DT100	Dome-top lid	12 lb.
DT101	Dome-top recycle lid	7 lb.
SB100	Flat-top with solid bonnet - Inward slope	16 lb.
SB105	Flat-top with solid bonnet - Outward slope	14 lb.
AB100	Flat-top with ashtray bonnet - Inward slope	16 lb.
AB105	Flat-top with ashtray bonnet - Outward slope	14 lb.
TB100	Flat-top with tray bonnet	21 lb.
This lid can be ordered for use on any 32-Gallon receptacle purchased prior to 2002.		WEIGHT
DT200	Dome-top lid - (black color only)	10 lb.



## SIGNATURE SERIES PICNIC TABLES 6' & 8' - PORTABLE



Our standard Signature Series picnic tables are our most popular offering. These are portable units that can be surface mounted down with the use of our surface mount adapter kit (sold separately). Choose between our light-duty 1-5/8" OD or our heavy-duty 2-3/8" OD framework; between 6' or 8' lengths and between DIAMOND or PERFORATED patterns. All tops and seats are coated in our rugged Plastisol coating, while the framework is coated in our AAMA 2604-05 compliant Powder coating.

SG105 – 6' Picnic table – 1 5/8 O.D. frame – 208 lb.

SG106 – 6' Picnic table – 2 5/8 O.D. frame – 225 lb.

SG110 – 8' Picnic table – 1 5/8 O.D. frame – 253 lb.

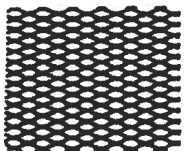
SG111 – 8' Picnic table – 2 5/8 O.D. frame – 270 lb.

Choose colors:

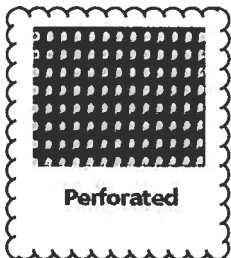
Top & seats (plastisol): \_\_\_\_\_

Frame (powder coated): \_\_\_\_\_

### PATTERNS



**Diamond**

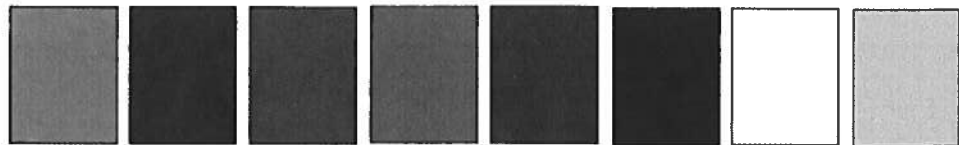


**Perforated**

### COLORS



Charcoal    Dark Bronze    Blue\*\*    Brown\*\*    Cranberry    Sand    Red\*\*    Teal



Gray\*\*    Green\*\*    Kelly Green    Orange \*    Purple    Black\*\*    White \*    Yellow

*Powder-coating available in all colors above. \*Plastisol-coating available in all color shown above except: White & Orange. \*\*Dome top lids available in Gray, Red, Brown, Blue, Green or Black*

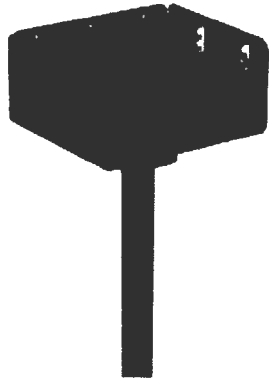
### MOUNTING OPTIONS

PORTABLE

**SURFACE MOUNT** (mounting package available)

# OUTDOOR GRILLS & BIKE RACKS

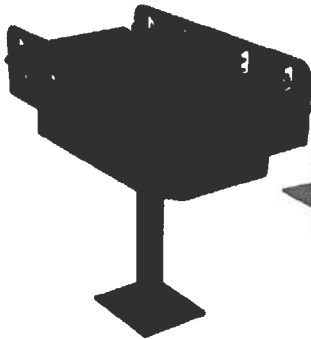
## FLAT IRON OUTDOOR GRILLS



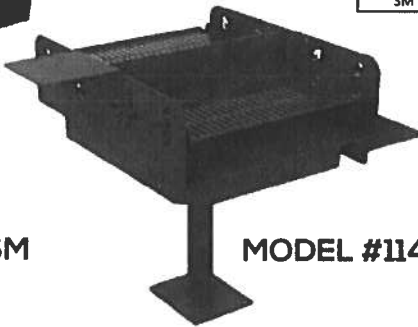
MODEL #1140-00



MODEL #1140-05



MODEL #1140-10-SM



MODEL #1140-20-SM

PW's Grills provide you with choices, industry leading innovations, and the highest quality material available on the market. Our Cool Grip handles are located on the sides, where they are safe away from the heat and easy to adjust. High temp powder coated grilling surface and body, and a flat iron grilling surface with bent edges to help prevent food loss from adjustments.

All of our grills feature 360 degrees of full rotation ability and sit on a super rigid 3-1/2" O.D. black powder coated post. We also offer utility shelves for both single and double grills, making grilling with multiple utensils and condiments easy!

Our new Flat Iron Grills have the LARGEST grilling surface area on the market!

Grills

Model	Description	Weight
1140-00	Single Grill, 15" x 20", In-Ground Mount	96 lbs.
1140-00SH	7" x 20" Shelf for Single Grill	13 lbs.
1140-05	Single Grill, Galvanized, In-Ground Mount	102 lbs.
1140-05SH	7" x 20" Shelf for Single Grill, Galvanized	13 lbs.
1140-10	Double Grill, 32" x 20", In-Ground Mount	164 lbs.
1140-10SH	7.5" x 9.5" Side Shelf for Double Grill	7 lbs.
1140-20	28" x 36" Large Group Grill with Shelf, Surface Mount	215 lbs.
SM	Surface Mount Option for Single or Double Grill	25 lbs.



## BIKE RACKS



MODEL #1606-06

### NEWPORT BIKE RACK

The Newport Bike Rack is constructed from 2-3/8" O.D. steel horizontal rails and 1-5/8" O.D. vertical rails. Rack ends consist of 3/8" x 4-1/2" flat bar mounting plates and 2-3/8" O.D. steel, welded one piece end design. Holds 8 bikes. Powder coat colors available on page 3.

Newport Bike Rack

Model	Description	Weight
1606-06	72"L x 24"W x 35"H (Holds 8 Bikes)	138 lbs.



MODEL #1614-06

### BOW-RACK BIKE RACK

The Bow-Rack is a welded one-piece design that holds 6 bikes. This unique design is constructed from 4" square galvanized steel support posts, 2-7/8" O.D. Galvanized Arch Top Rail and 1-5/8" O.D. Galvanized vertical rails. Powder coat colors available on page 3.

Bow-Rack Bike Rack

Model	Description	Weight
1614-06	60"L x 11"W x 45"H (Holds 6 Bikes)	98 lbs.

P.O. Box 1088, Tustin, CA 92781  
P: (800) 669-2585  
F: (800) 729-2483  
www.davebang.com LIC # 795052



**Quotation**  
CA 135132 R4

**To City of Agoura Hills**  
**Attn: Nick Newkirk**  
**3001 Ladyface Court**  
**Agoura Hills, Ca 91301**

Quotation Date <b>3/21/2019</b>	Salesperson <b>Jennifer Mellon</b>
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Terms Net 30
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*Forest Cove and Morrison Parks  
Recycling Stations and Install*

Quantity	Description	Unit Price	Total Extended
4	Wabash # LR110N, Recycle Center Inground Post System Color: _____	206.00	824.00
12	Wabash # LR300S, 32-Gallon Trash Receptacle, Slat Pattern, portable/surface mount Color: _____	481.00	5,772.00
8	Wabash # FT107N, Recycle Flat Top Lid, with no label and 5" diameter opening, outward slope Color: _____	83.00	664.00
12	Wabash # LR310N, 32-Gallon Rigid Plastic Liner	32.00	384.00
4	Wabash # FT100N, Flat Top Lid, 8" diameter opening with inward slope Color: _____	90.00	360.00
4	Wabash # LB101N, "Plastic ONLY" Label	28.00	112.00
4	Wabash # LB102N, "Cans ONLY" Label	28.00	112.00
4	Wabash # LB103N, "Paper ONLY" Label	28.00	112.00

<i>THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS &amp; CONDITIONS</i>	<b>Subtotal</b>
<b>THANK YOU FOR THIS CHANCE TO QUOTE</b>	<b>Tax (9.5%)</b>
<small>DAVE BANG ASSOCIATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS &amp; CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>	<b>TOTAL</b>

Sa... Jennifer Mellon Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

**Thank You!**



P.O. Box 1088, Tustin, CA 92781  
P: (800) 669-2585  
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Quotation Date <b>3/21/2019</b>	Salesperson <b>Jennifer Mellon</b>
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Terms Net 30
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**Forest Cove and Morrison Parks  
Recycling Stations and Install**

Estimated Shipping Date 3-5 Weeks	Shipped Via Truck	F.O.B. Agoura Hills
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Quantity	Description	Unit Price	Total Extended
1	PW Athletic # 1113-06, 6-foot 3" x 4" Recycled Plastic Bench with Back Color: _____ with _____ Frame	1,015.00	1,015.00
5	PW Athletic Replacement Recycled Plank, 3" x 4" x 6' Straight Plank Color: TURF GREEN	96.60	483.00
	Less Special Discount	-1,400.80	-1,400.80
	Subtotal		8,437.20
	Shipping	2,538.00	2,538.00
	Installation by a Licensed Contractor to INCLUDE prevailing wages * Forest Cove Park: Removal of existing Recycling Stations, Metal Trash Receptacles, Concrete Trash Receptacles, Concrete Picnic Table, and BBQs * Morrison Park: Removal of existing Trash Receptacles	15,050.00	15,050.00

<i>THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS &amp; CONDITIONS</i>	<b>Subtotal</b>	<b>\$26,025.20</b>
<b>THANK YOU FOR THIS CHANCE TO QUOTE</b>	<b>Tax (9.5%)</b>	<b>\$801.53</b>
<small>DAVE BANG ASSOCIATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS &amp; CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>	<b>TOTAL</b>	<b>\$26,826.73</b>

Sa... Jennifer Mellon Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

**Thank You!**

## TERMS & CONDITIONS - CALIFORNIA

### 1. General Notes

- \*Assembly and Installation NOT included unless otherwise noted
- \*Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- \*Customer responsible for quoted quantities and model numbers, please check!
- \*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

### 2. Payment / Ordering

- \*We require a completed friendly one-page credit application or payment with order
- \*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

### 3. Shipping / Unloading

- \*Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- \*\*IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.
- \*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

### 4. Engineered Wood Fiber

- \*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- \*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

### 5. General Notes for Purchased Installation

- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- \*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal

\*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.

\*ACCESS CLAUSE: Installation based on clear access to area. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.

\*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.

\*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.

\*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted

\*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.

\*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.

\*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines

\*Installation does NOT include saw cutting and/or core drilling unless otherwise noted

\*Installation does NOT include jackhammering. Please call for details.

\*Area MUST have normal soil conditions and be level.

\*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

### 6. Temporary Fencing

\*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

TERMS & CONDITIONS - CALIFORNIA

**7. ADA Access**

\*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

\*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

**8. Poured-in-Place Rubber Surfacing**

\*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

\*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

\*48-Hour Manned Security is NOT included for rubber.

**9. Shade Shelters (non DSA)**

\*Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

\*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

\*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

**10. Shade Shelters (DSA)**

\*\*6-8 Week lead time is AFTER DSA approval by your architect of choice

\* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

\* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

\*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

\*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

\*School District / Architect responsible for submission of plans to DSA for DSA approval

\*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

\*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted

**11. Prevailing Wages**

\*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

\*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

\*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

**12. Indemnity Provision**

\*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

**13. Insurance**

**Available Insurance**

Umbrella / Excess Liability:

Each Occurrence - \$2,000,000.00

Aggregate - \$2,000,000.00

General Liability Limits:

Deductible - \$2,500.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises - \$100,000.00

Medical Expense - \$5,000.00

Personal & Adv Injury - \$1,000,000.00

General Aggregate (per project) - \$2,000,000.00

Products Comp/OP Agg - \$2,000,000.00

Excludes Contractual Liability

Available Endorsements:

Additional Insured Ongoing Operations CG2010

Additional Insured Completed Operations CG 2037

Primary Noncontributory IFG-G-0094

Waiver of Subrogation CG 2404

Per Project Aggregate IFG-G-0065

Per Location Aggregate IFG-G-0064

Auto Liability Limits:

(Any Auto, Hired Autos, Non-Owned Autos)

Combined Single Limit \$1,000,000.00

Available Endorsements:

Auto Blanket Additional Insured/Waiver of Subrogation CAT353

Workers Compensation and Employers Liability:

Each Accident - \$1,000,000.00

Disease (Ea Employee) - \$1,000,000.00

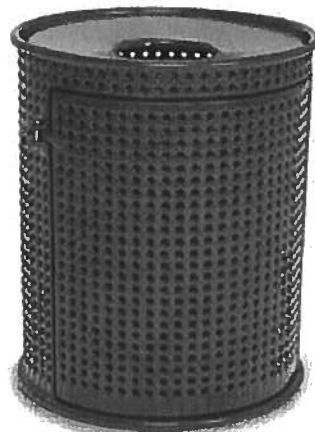
Disease (Policy Limit) - \$1,000,000.00

Waiver of Subrogation Endorsement available upon request

CA WC040306



Without Side Door



With Side Door

## WABASH - PLASTISOL COATED RECEPTACLES

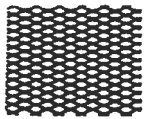
Our Wabash PLASTISOL coated trash can receptacles are a staple item. Choose either our 22 or 32 gallon size. Any of our standard 22/32 Gallon Lid options will fit and are sold separately. Liners are optional, as are inground or surface mount post packages (all items sold separately). Choose between our DIAMOND, PERFORATED, RIB or SLAT patterns. Our 32 gallon PERFORATED and RIB patterns are also available with a Side Door option.

LR200 – 22-Gallon receptacle

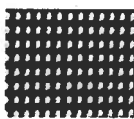
LR300 – 32-Gallon receptacle

LR305 – 32 Gallon receptacle with side door (*not available in diamond or slat pattern*)

### PATTERNS



Diamond



Perforated



Rib Pattern



Slat

### COLORS



Charcoal



Dark Bronze



Blue\*\*



Brown\*\*



Cranberry



Sand



Red\*\*



Teal



Gray\*\*



Green\*\*



Kelly Green



Purple



Black\*\*



Yellow

Plastisol-coating available in all colors shown. \*\*Dome top lids available in Gray, Red, Brown, Blue, Green or Black

### MOUNTING OPTIONS

LR100 – In-ground post package

LR105 – Surface-mount post package

### RECEPTACLE LINER OPTIONS

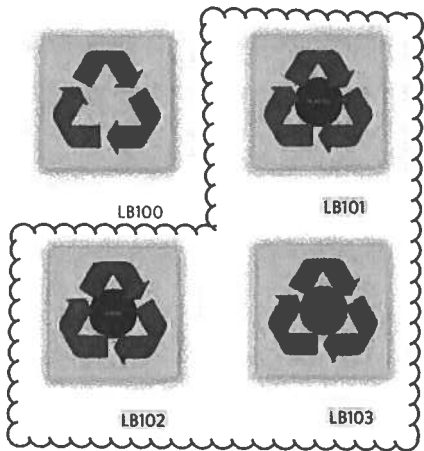
LR210 – 22-Gallon receptacle liner

LR310 – 32-Gallon receptacle liner

### RECEPTACLE LID OPTIONS

For receptacle lid options please see separate cut sheet – Flat top lid, flat top recycle lid, dome top lid, flat top with solid bonnet, flat top with ashtray bonnet

RECEPTACLES Recycle Station



Our Recycle Station components are all sold separately, allowing you flexibility in look and function.

How To Order:

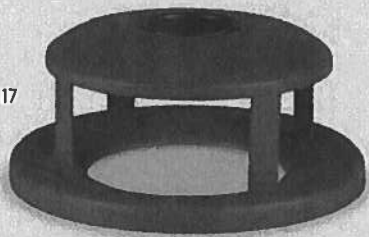
1. Select a post system (LR110 or LR112)
2. Select (3) 32-gallon receptacles (found on page 108, all options except tapered LR350 can be used)
3. Select (3) lid options. The following lid options can be used: FT100, FT105, FT106, FT107, DT100, DT101, SB100 or SB105.
4. Select (3) liners (LR310 found on page 152)
5. Select recycle labels. Some of our lid options already come with labels (e.g., FT106) while others can be retrofitted with the LB100, LB101, LB102 or LB103 labels (e.g., FT107).



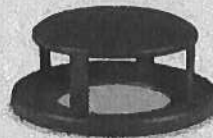
As shown: (1) LR112; (3) LR300D; (3) LR310; (2) FT107; (1) FT100; (1) LB101; (1) LB102; (1) LB103

RECEPTACLES Lids

FT117



FT116



FT105



AL100



Choose your lid and style:  
 Powder-coated flat-top lids in inward or outward slope.  
 Bonnet lids in solid, ashtray or serving tray options.  
 Cast ash/trash lid.  
 Foam-molded plastic dome-top lid.  
 Flat-top recycle lid labeled "Recycle Only" with 5" diameter hole opening.  
 Dome-top recycle lid labeled "Recycle Only" in black with 4" diameter hole opening.

FT107 like this ONLY without a label



FT100



FT106



SB100



DT100



TB100



FT115



FT110



AB100



DT101



FT107

# RECYCLED PLANK BENCHES



MODEL #1108-06

## RECYCLED COMPOSITE CURVED BACK BENCH

Our Curved Back Bench design is available in 2" x 10" recycled composite seats and back with 2-3/8" O.D. frames. Recycled composite provides long life and low maintenance. **These benches are available with M1, M2, and M3 mounting options.** Powder coat colors available on page 3.

Recycled Composite Curved Back Bench		
Model	Description	Weight
1108-06P	6' Recycled Composite Bench with Back	125 lbs.
1108-08P	8' Recycled Composite Bench with Back	150 lbs.



MODEL #1107-06

## RECYCLED COMPOSITE BENCH

The same as our Recycled Plastic curved back bench, our recycled composite players bench without a back features 2" x 10" recycled composite planks for long life and low maintenance. The frames are manufactured of 2-3/8" O.D. Galvanized steel. **These benches are available with M1, M2, and M3 mounting options.** Powder coat colors available on page 3.

### Recycled Composite Bench

Model	Description	Weight
1107-06P	6' Recycled Composite Bench without Back	65 lbs.
1107-08P	8' Recycled Composite Bench without Back	85 lbs.



MODEL #1123-06

## 3" X 4" RECYCLED COMPOSITE BENCH WITHOUT BACK

The backless companion to our #1113 bench. These Heavy Duty benches are manufactured from 3" x 4" recycled composite planks in 4 ft., 6 ft. and 8 ft. lengths. The outside planks come with a "Bull Nose" radius edge. The frames are made from round 2-3/8" O.D. Galvanized steel with 3/8" x 4-1/2" welded flat bar supports. **These benches are available with M1 and M3 mounting options.** Powder coat and composite plank colors available on page 3.

### 3" x 4" Recycled Composite Bench without Back

Model	Description	Weight
1123-04	4' (3" x 4") Recycled Composite Bench without Back	120 lbs.
1123-06	6' (3" x 4") Recycled Composite Bench without Back	160 lbs.
1123-08	8' (3" x 4") Recycled Composite Bench without Back	205 lbs.



MODEL #1113-06

## 3" X 4" RECYCLED COMPOSITE BENCH WITH BACK

These Heavy Duty benches are manufactured from 3" x 4" recycled composite planks in 4 ft., 6 ft. and 8 ft. lengths. The edge of seats and backs come with a "Bull Nose" radius edge for a more architectural appeal. The frames are made from round 2-3/8" O.D. Galvanized steel with 3/8" x 4-1/2" welded flat bar supports. Bracing is made from 3/8" x 2" flat bar and 1-1/2" angle. **These benches are available with M1 and M3 mounting options.** Powder coat and composite plank colors available on page 3.

### 3" x 4" Recycled Composite Bench

Model	Description	Weight
1113-04	4' (3" x 4") Recycled Composite Bench with Back	190 lbs.
1113-06	6' (3" x 4") Recycled Composite Bench with Back	210 lbs.
1113-08	8' (3" x 4") Recycled Composite Bench with Back	275 lbs.

## MOUNTING OPTIONS

When ordering, please select your preferred mounting option on the product you have chosen. Applicable mounting options can be found in the product description.



M1 Permanent Mount



M2 Portable



M3 Round Surface Mount



DC1 1 Piece Decorative Cover \$28 per post (not only)



DC2 2 Piece Decorative Cover \$53 per post (M1 & M3 only)



DA Drop In Anchor \$16 Each

