

C O N T R A C T



www.pacificplayinc.com

Customer	Contractor	Project	
City of Chula Vista 276 Fourth Avenue Chula Vista. CA 91910	Pacific Play Systems, Inc. Contractor Lic. # 957776 Class A/B/C61/D34/D12 Phone (760) 599-7355	Date	1/12/2015
		Terms	See Payment ...
		Valid for	30 Days

Description	Qty	Rate	Total
Scope of Work: Furnish & Install Playcraft play equipment submitted as equal to specs (typical for all structures and components outlined here) at Los Ninos Park, Valle Lindo Park & Loma Verde Park. Furnish & Install 200 cubic yards of engineered wood fibers. Acknowledging Addendum #1 & #2.			
1. Los Ninos Park			
Playcraft PR-R5 SN: 4B19EA, Custom 5" OD Steel Play System, 2-5 age-group w/Talk Tubes.	1	19,877.00	19,877.00T
PC-2475 Stand-n-Spin	1	957.00	957.00T
PC-2454 Spinner Seat	1	435.00	435.00T
Playcraft PC-1420-R5 Talk Tubes	1	1,250.00	1,250.00T
Special VIP Customer Discount, valid if accepted within 15 days		-4,000.00	-4,000.00
Freight & delivery costs	1	798.00	798.00
Installation labor, playground equipment with in-ground concrete footings	1	8,950.00	8,950.00
CPSI Audit & Report	1	500.00	500.00
Sub-total			28,767.00
2. Valle Lindo Park			
Playcraft PR-R5 SN# 8292DA, Custom 5" OD Steel Play System, 2-5 age-group	1	19,887.00	19,887.00T
Playcraft PR-R5 SN# BCBBBA, Custom 5" OD Steel Play System Clubhouse, 2-5 age-group	1	5,631.00	5,631.00T
Playcraft PR-R5 SN#7FFDBA, Custom 5" OD Steel Play Panels, 2-5 age-group	1	2,968.00	2,968.00T
Special VIP Customer Discount, valid if accepted within 15 days		-4,000.00	-4,000.00
Freight & delivery costs	1	850.00	850.00
Installation labor, playground equipment with in-ground concrete footings	1	9,850.00	9,850.00
CPSI Audit & Report	1	500.00	500.00
Sub-total			35,686.00
3. Loma Verde Park			
Playcraft SN C97A7A Clubhouse Structure, 5" OD posts	1	5,557.00	5,557.00T
Playcraft PC-1420-R5, Talk Tubes	1	1,250.00	1,250.00T
Playcraft SN 85C19A Panel Structure	1	2,125.00	2,125.00T
Special VIP Customer Discount, valid if accepted within 15 days		-2,000.00	-2,000.00

Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.

Total

CONTRACT



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Customer	Contractor	Project	
City of Chula Vista 276 Fourth Avenue Chula Vista. CA 91910	Pacific Play Systems, Inc. Contractor Lic. # 957776 Class A/B/C61/D34/D12 Phone (760) 599-7355	Date	1/12/2015
		Terms	See Payment ...
		Valid for	30 Days

Description	Qty	Rate	Total
Freight & delivery costs	1	400.00	400.00
Installation labor, playground equipment with in-ground concrete footings	1	3,850.00	3,850.00
CPSI Audit & Report	1	500.00	500.00
Sub-total			11,682.00
Surfacing & Misc. Work:			
Labor to stock pile the existing wood fibers on each site prior to the installation of equipment and then its re-installation	3	500.00	1,500.00
New Engineered Wood Fibers, Approx 200 cubic yards (includes a 30% compaction factor)	200	28.00	5,600.00
Freight & delivery costs	200	10.00	2,000.00
Installation labor, blown in material at three locations	200	10.00	2,000.00
Temporary Fencing at three sites	1	1,250.00	1,250.00
Payment & Performance Bond	1	2,500.00	2,500.00
Project mobilization, administration, coordination of various trades, contractor's O&P	1	8,500.00	8,500.00
CA Sales Tax (is excluded) and shall be added to the contract sum (Amount = \$5,243)	1	0.00	0.00

EXCLUSIONS: This Contract only covers the cost of equipment, materials and services that are clearly outlined in the Scope of Work. All other equipment, materials and/or services that are not clearly outlined in the Scope of Work are excluded. Exclusions include, but are not limited to the following:

1. CA Sales Tax, site work, site drains, filter fabric, builders risk insurance, furnishing plans, obtaining permits, etc.
2. Surveying, barricades, traffic control, flagging, erosion control, dust control, modifications and/or repairs to any existing or damaged utilities as a result of this work.
3. Dealing with unforeseen conditions and extra work required as a result of these conditions and anything else that is not clearly outlined in this Contract. See Terms and Conditions for a description of Unforeseen Conditions.

Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract. **Total**

C O N T R A C T



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Customer	Contractor	Project	
City of Chula Vista 276 Fourth Avenue Chula Vista. CA 91910	Pacific Play Systems, Inc. Contractor Lic. # 957776 Class A/B/C61/D34/D12 Phone (760) 599-7355	Date	1/12/2015
		Terms	See Payment ...
		Valid for	30 Days

Description	Qty	Rate	Total
<p>Required Statement for California Projects: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.</p> <p>This Contract is executed between Pacific Play Systems, Inc., a California corporation, hereafter referred to as Contractor, and Customer (also referred to as Owner), identified in the Customer section of this Contract. Either Customer or Contractor may be referred to as Party, together as Parties. The purpose of this Contract is for Contractor to provide Customer with equipment, materials and/or services as outlined in the Scope of Work section of this Contract in exchange for the sum of money as outlined in this Contract.</p> <p>By signing below, both Parties acknowledge that they are entering into a legally binding Contract, which includes Exhibit A. Customer acknowledges the receipt and review of Exhibit A (Terms and Conditions) which shall be made a part of this Contract and enforceable to the full extent allowed by law.</p> <p>ACCEPTED BY CUSTOMER: Customer's Name: _____ Date accepted: _____ Signature: _____ Signed By: _____</p> <p>ACCEPTED BY CONTRACTOR: Pacific Play Systems, Inc. Date accepted: <u>1-12-15</u> California Contractors License #957776 Classifications: A, B, C61-D12, C61-D34 Federal Tax I.D. #: 27-4620108 Signature: Signed By: Ali Bermanian, President CA Sales Tax, Tax Exempt</p>		0.00%	0.00

Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.	Total		\$99,485.00
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104,728

EXHIBIT A

TERMS AND CONDITIONS

1. **ATTORNEY FEES & EXPENSES:** In the event of any dispute under this Contract, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit, including any fees and costs incurred in preparation of such suit. If timely payments are not made by Customer and collection becomes necessary, Contractor shall be entitled to collecting interest and all reasonable costs incurred to the extent allowed by law.
2. **BUSINESS LICENSE:** If obtaining a business license becomes necessary for a particular city in which Contractor does not have a current license with, Contractor shall obtain the required license and Customer shall reimburse Contractor for its cost (including staff time) at cost plus 15%.
3. **CHANGE ORDERS:** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.
4. **DEMOLITION:** Unless other arrangements are made prior to the start of demolition, all demolition items shall be disposed of by Contractor in a manner selected by Contractor.
5. **DISCOUNTS:** Discounts (if any) provided are valid only if Customer completely fulfills his or her obligations under this Contract, including making timely payments per Payment Terms outlined in this Contract. Customer's failure to pay amounts due under this Contract in a timely fashion shall constitute forfeiture of any and all discounts provided under this Contract and shall increase Contract sum by the amount of discounts provided.
6. **ENGINEERED WOOD FIBERS (EWF)** is sold in quantities of cubic yards. EWF will settle after installation, reducing its depth. Therefore, its depth cannot be guaranteed. Generally speaking, 18" of material settles to a compacted depth of 10"-12". EWF requires maintenance and some topping off from time to time.
7. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.
8. **EXPANSIVE SOILS:** Contractor shall not be responsible for undesirable affects (poor drainage, settlement, expansion, contraction, etc.) of expansive soils (clay soils, etc.), unless all unsuitable materials are removed and replaced (at Customer's cost) with a proper sub-base, prior to installation.
9. **FINAL INSPECTION:** Customer shall perform a final inspection of the project while Contractor or his agents are still on site and shall report any concerns to Contractor at that time so that valid concerns can be corrected right away in order to avoid additional trips to the job site.



10. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the domestic laws of the State of CA without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California. Jurisdiction shall be the County of San Diego, North County Judicial District.

11. **INSURANCE:** Contractor agrees to carry the following insurance limits during the course of project:

Liability Insurance: \$1,000,000 Each Occurrence, \$1,000,000 Personal and Advertising Injury, \$2,000,000 General Aggregate, \$2,000,000 Products, Completed Operations Aggregate.

Excess Liability Insurance: \$1,000,000 Each Occurrence, \$1,000,000 Personal and Advertising Injury, \$2,000,000 General Aggregate, \$2,000,000 Products, Completed Operations Aggregate.

Workers Compensation: \$1000,000

Commercial Auto Insurance: \$1,000,000

Proof of insurance or additional insured certificates (issued to Customer only) shall be provided upon request. Any custom wording (Primary Wording, Waiver of Subrogation, Cancellation Notices, etc.) on insurance policies or certificates to multiple entities shall be provided at additional cost (Contractor's cost plus 15%), if requested and only if available.

12. **LEAD TIME:** Unless otherwise noted, lead time for delivery of equipment is approximately 8-10 (+/-) weeks AFTER receipt of the signed Contract, deposit and color selection from the Customer. Lead time does not include time needed for shipping, site work and installation. Lead time may vary for different projects, depending on size and Scope of Work.

13. **MAINTENANCE:** Customer shall be responsible for maintenance and upkeep of all acquired items associated with this Contract, after completion, including but not limited to maintenance of equipment, materials, surfacing, drainage system, etc.

14. **NOTICES:** All notices required by this Agreement shall be in writing and be delivered via United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notices are directed. Either party may change its address for notices hereunder by giving notice to the other party in the same manner as provided herein.

15. **OWNERSHIP:** Once equipment and materials are delivered to the Customer's premises, it is considered delivered and Customer shall become responsible for its security.

16. **OPTIONS:** Options are considered equipment, materials and/or services that are not included in the Scope of Work, but can be utilized to modify the Scope of Work, enhance quality or lower cost. If Customer chooses to utilize any of the Options listed in the Contract, Customer shall notify Contractor in writing as soon as possible and prior to the ordering of equipment so that Contract can be modified to incorporate such Options. Once equipment is ordered, it may be too late to make any changes, without affecting cost.

17. **PAYMENT TERMS:** All payments are due per Payment Terms outlined in this Contract. Past due balances are subject to an annual interest rate of 18%, or the maximum allowed by law, whichever is greatest. If payments are not received on time and collection becomes necessary, the



prevailing party shall be entitled to costs incurred plus attorney fees to the full extent allowed by the applicable laws.

18. **REPAIRS:** If any part of the project requires repairs (during or after completion) and becomes a safety concern, Customer shall close site immediately and properly barricade the site until repairs are made.

19. **RETURNS:** Equipment and materials associated with this Contract are highly customized and shall be considered Non-Returnable. Once the Contract is signed and equipment and materials are ordered, it cannot be cancelled. No Returns or Substitutions are permitted under this Contract, unless agreed to in writing by Contractor. In the event that Contractor agrees to a change involving a reduction in the Scope of Work or the Contract sum after the award of Contract, Contractor shall be entitled to charge customer a fee in the range of 15-30% (as determined by Contractor) of the cost of items deleted for the time and effort put forth into processing those items. Additionally, any discounts (if any), associated with the deleted items shall be reversed.

20. **SEVERABILITY:** Any term or provision of this Contract that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

21. **SHADE STRUCTURES:** Shade structures, shelters and canopies included in the Scope of Work (if any) are non-engineered (no calculations or engineering drawings) and non-rated (fire, wind, earthquake, etc.), unless otherwise noted in writing.

22. **SITE WORK:** Site work includes all work that is needed to prepare the site for the installation of equipment and materials. Site work includes, but is not limited to demo, hauling, grading, installation of site materials/sub-base/ drainage/ curbing/ sidewalks/slabs/etc. and creating sufficient space to accommodate the Use Zone of the equipment. If site work is excluded from the Scope of Work:

- A. Customer shall prepare site so that it is ready for the Contractor to move in.
- B. It shall be Customer's responsibility to coordinate site requirements with Contractor and provide the proper rough grade elevation in order to have the site ready for installation.
- C. If site is determined to not be ready upon move-in by Contractor and additional move-ins become necessary, a \$1,500 extra move-in charge shall apply for each additional move-in and Customer shall become responsible for the safety of the site and for the safekeeping of the equipment and materials that are delivered to the job site until Contractor is able to return and re-start installation.

23. **SLAB:** All concrete slabs associated with the Scope of Work (if any), shall be 4" nominal (3 1/2" thick) without any reinforcement, unless otherwise noted.

24. **SUCCESSION & ASSIGNMENT:** This Contract shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. A Party may not assign either this Contract or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party. Customer shall not assign this Contract to any third party implementation agencies such as property management companies, contract compliance agencies, etc. without the prior written consent of Contractor.



25. **SUB-CONTRACTORS:** Contractor reserves the right to use subcontractors for the labor portion of project without prior consent from the Customer as long as subcontractors used are licensed and insured.

26. **TERMINATION:** This Contract shall not be terminated by either party without material cause. Contractor may terminate this Contract with Customer for lack of payment and for other material breach, if not cured within 10 days of receipt of a written notice to Customer. If this Contract is terminated by any party for any reason, Customer shall remain fully liable for the cost of equipment and materials ordered and services rendered to the full extent allowed by law.

27. **UNFORESEEN CONDITIONS:** Unforeseen conditions include, but are not limited to, having to deal with, modify or repair underground utilities (irrigation, wiring, water, sewer, electric, phone, data, gas, etc.) found during excavation. Unforeseen Conditions shall also include having to excavate or remove boulders, rocks, rocky soil, etc. that can't be cored through or excavated with a shovel and requires the use of a jack hammer or other means. Other examples of Unforeseen Conditions include unexpected items found during excavation that were not obvious or not disclosed by Customer, such as existing footings, curbing, border, pavement, etc. found during the excavation for new footings, unless removal of these items was clearly noted in the Scope of Work. Finally, Unforeseen Conditions shall include any factors and/or conditions that adversely affect the cost of the project which were not disclosed by Customer in writing prior to the signing of this Contract. Cost of dealing with unforeseen conditions shall become extra and shall be added to the Contract sum at the rate of Contractor's out of pocket cost plus 15%. Customer shall indemnify Contractor from any liability associated with damage to underground utilities as a result of Unforeseen Conditions.

28. **UTILITIES:** Utilities include but are not limited to water, sewer, gas, electricity, irrigation and data. In order to minimize damage to utilities, Customer shall mark, cap or relocate all underground utilities that are located within the work area, prior to the start of work by Contractor. Contractor shall not be responsible for damage to underground utilities which are not clearly located and marked by Customer or marked incorrectly.

29. **WARRANTY:** Equipment warranties are provided by equipment manufacturers and not by Contractor. Materials' warranties are provided by the supplier of materials and not by Contractor. When available, Contractor shall provide copies of equipment and materials' warranties to Customer upon request. Contractor shall warrant all Labor provided in the Scope of Work for a period of one year from the date of completion.



BID BOND

CONTRACTOR:

(Name, legal status and address)
Pacific Play Systems, Inc.
3226 Grey Hawk Court
Carlsbad, CA 92010

OWNER:

(Name, legal status and address)
City of Chula Vista
276 Fourth Avenue, Building A
Chula Vista, CA 91910

BOND AMOUNT: Ten percent (10%) of amount bid

PROJECT:

(Name, location or address, and Project number, if any)
Play Ground Equipment and Installation (PR3200 RFP P07-14/15)

SURETY:

North American Specialty Insurance Company
6 Hutton Centre Drive, Ste. 850
Santa Ana, CA 92707

legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

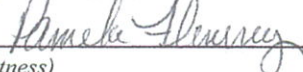
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

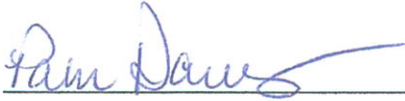
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of January, 2015

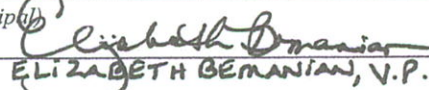


(Witness)



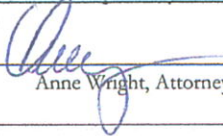
(Witness)

Pacific Play Systems, Inc.

(Principal)  (Seal)

(Title) ELIZABETH BERMANIAN, V.P.

North American Specialty Insurance Company

(Surety)  (Seal)

(Title) Anne Wright, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On January 9, 2015 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Anne Wright

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Dana L. Michaelis
Signature of Notary Public Dana L. Michaelis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

CYNDI BEILMAN, ANNE WRIGHT

and DANA MICHAELIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



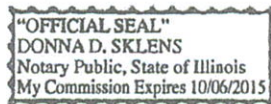
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of January, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



Pacific Play

System Type
For Kids: **R-5**

Valle Lindo Park

Project# **DC70DA-2** DATE: **1/9/2015**



The playground system design meets the requirements for access under the Accessibility Guidelines, where properly installed for accessibility.



WARNING: All types of climbing walls require to be installed under and around all playground equipment.

PLAYCRAFT
SYSTEMS
Manufactured by Krauss-Craft, Inc.



DRAWING NUMBER:

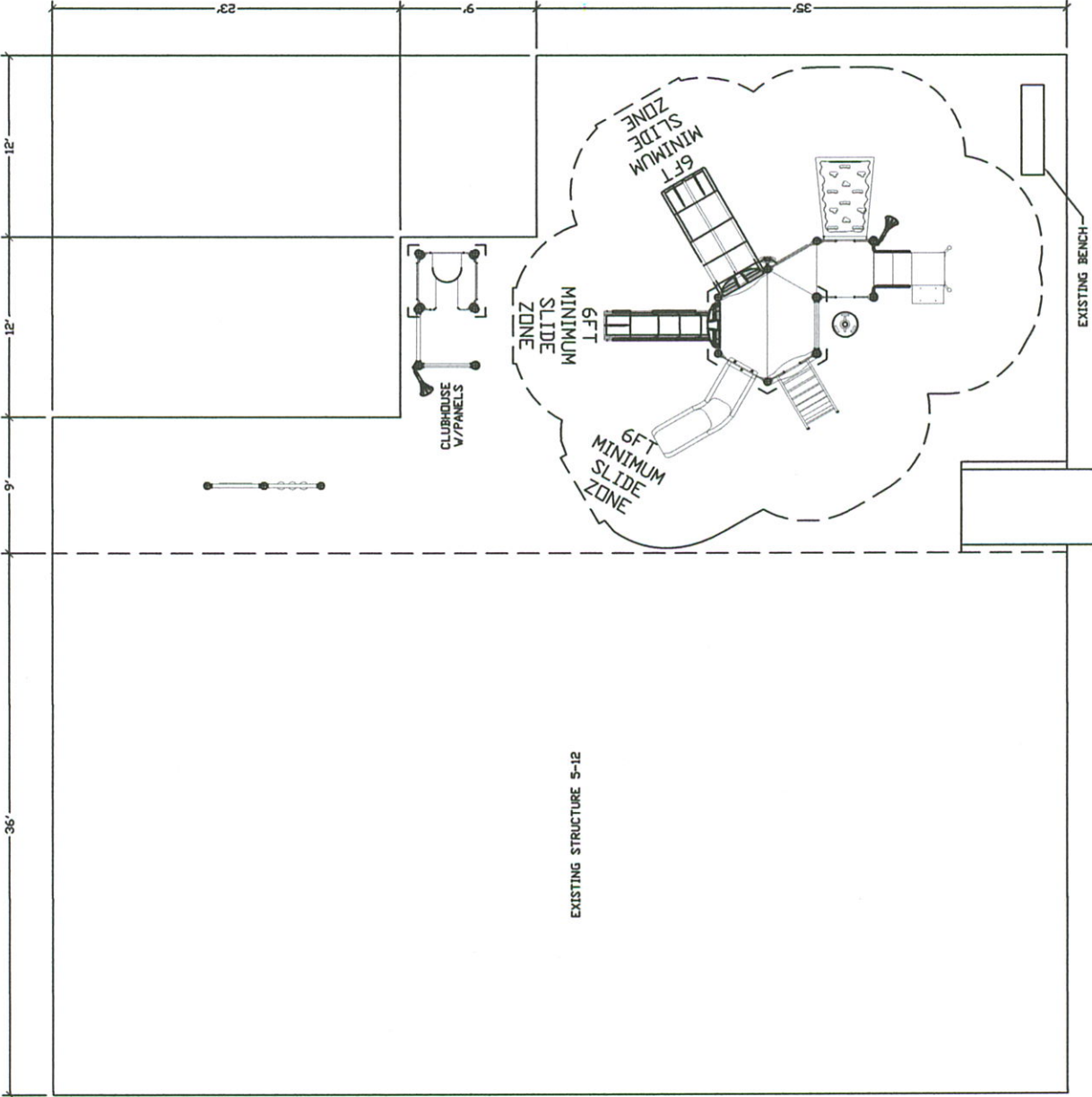
VALLE LINDO PARK- SITE PLAN

DATE: SCALE: NTS

RFP 07-14/15

SHEET 1 OF 3

PACIFIC PLAY SYSTEMS, INC.
3226 GREY HAWK COURT
CARLSBAD, CA 92070



VALLE LINDO PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

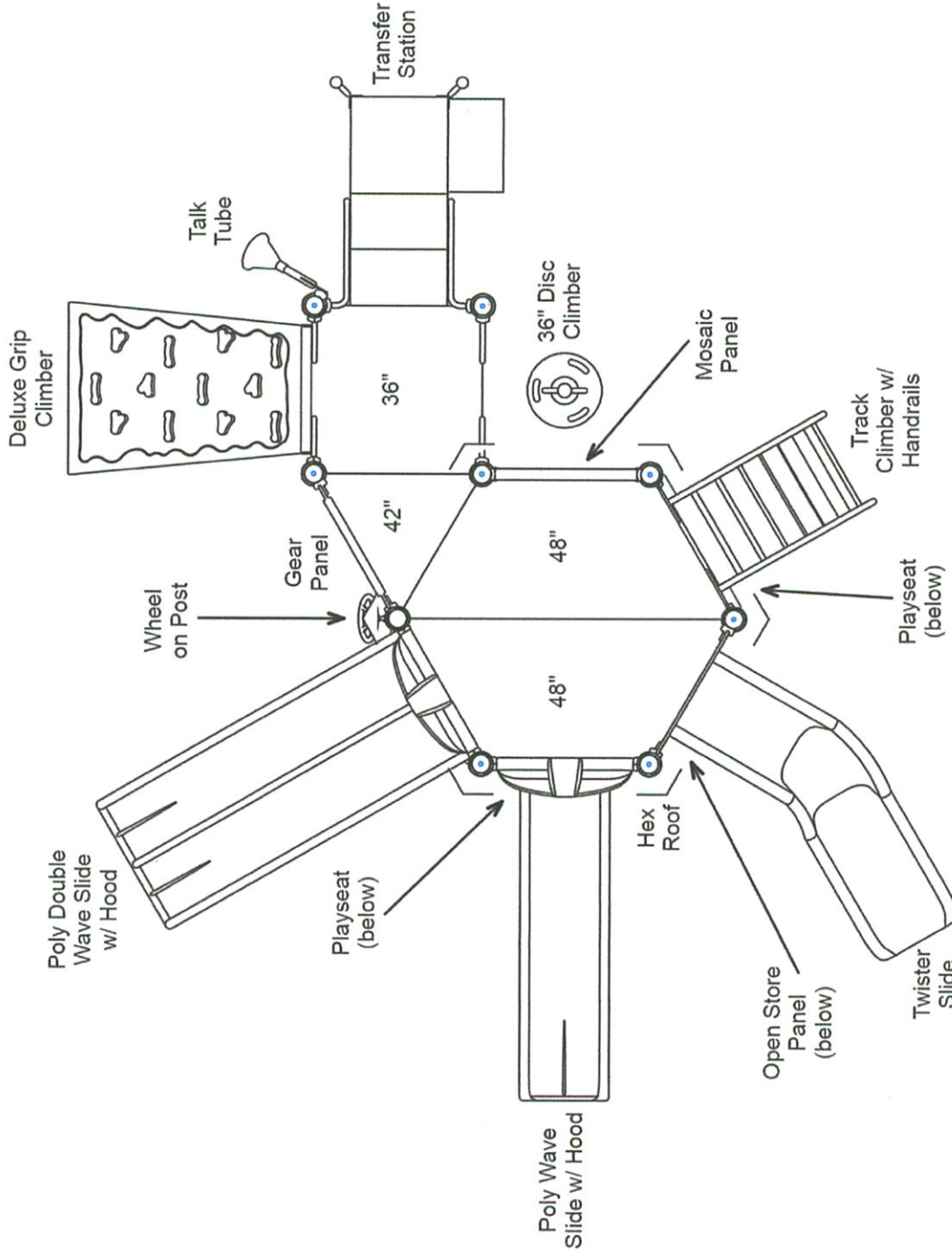
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
8	8/4	0	5/3	3/3

R5
FOR KIDS
AGES
2-5

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: 8292DA
PROJECT#: DC79DA-2
DATE: 1/8/2015 | DRAWN BY: MDM

MIN. USE ZONE: 35' x 32'
DIMENSIONS: 23' x 22'

PLAYCRAFT REP:
Pacific Play Systems, Inc



**VALLE LINDO PARK
TOP VIEW**

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	3/0	3/0

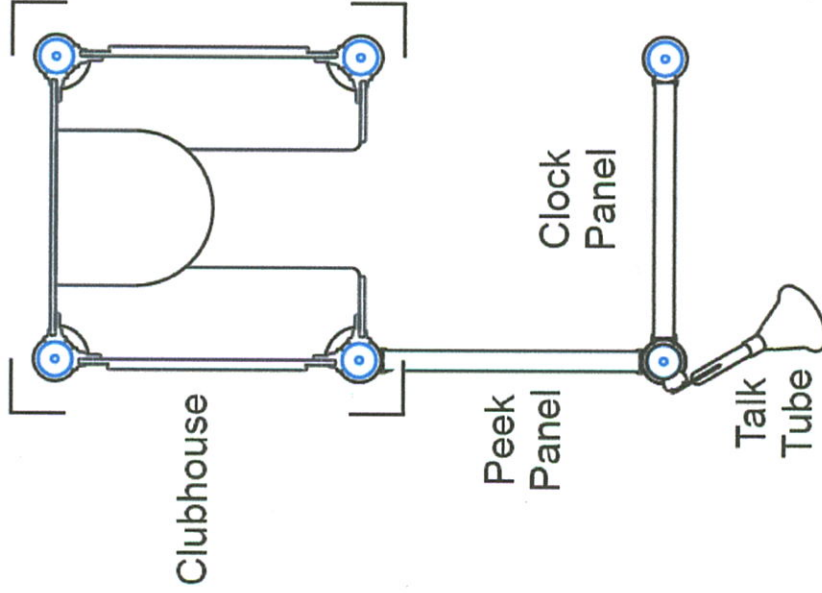
R5
FOR KIDS
AGES
2-5

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.

Shingled
Gable Roof



STRUCTURE#: BCBBA
PROJECT#: DC79DA-2
DATE: 1/8/2015 | DRAWN BY: MDM

MIN. USE ZONE: 5' x 10'
DIMENSIONS: 6' x 11'

PLAYCRAFT REP:
Pacific Play Systems, Inc



**VALLE LINDO PARK
TOP VIEW**

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP	ACCESSIBLE	GROUND	TYPES
0	0/0	0	3/0	2/0	

**FOR KIDS
AGES
2-5**

R5

GENERAL NOTES:

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STRUCTURE#: 7FFDBA
PROJECT#: DC79DA-2
DATE: 1/8/2015 | DRAWN BY: MDM

MIN. USE ZONE: 12' x 1'
DIMENSIONS: 12' x 1'

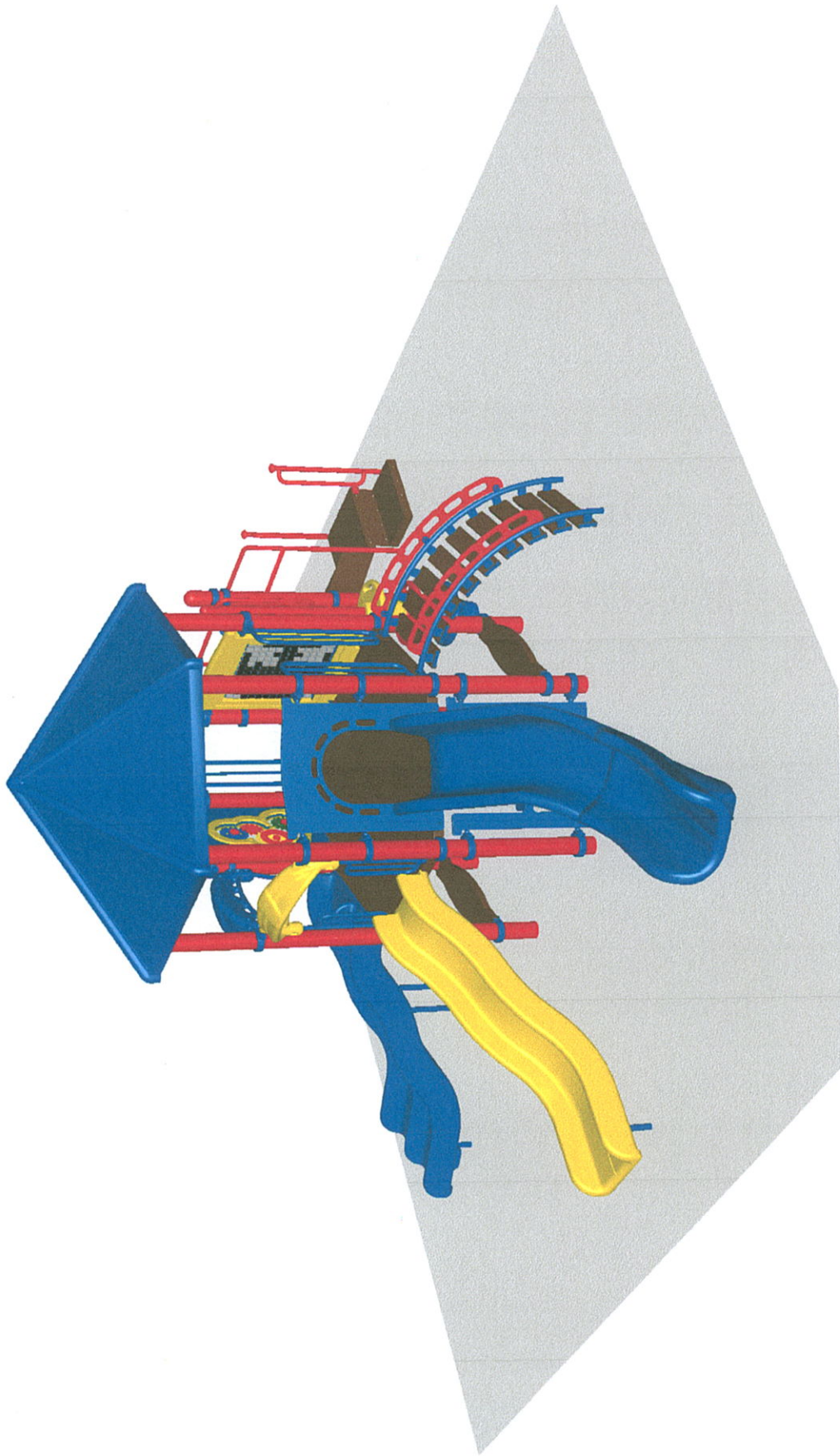
PLAYCRAFT REP:
Pacific Play Systems, Inc



VALLE LINDO PARK
SW VIEW

FOR KIDS
AGES
2-5

R5



STRUCTURE#: 8292DA
PROJECT#: DC79DA-2
DATE: 1/8/2015 | DRAWN BY: MDM

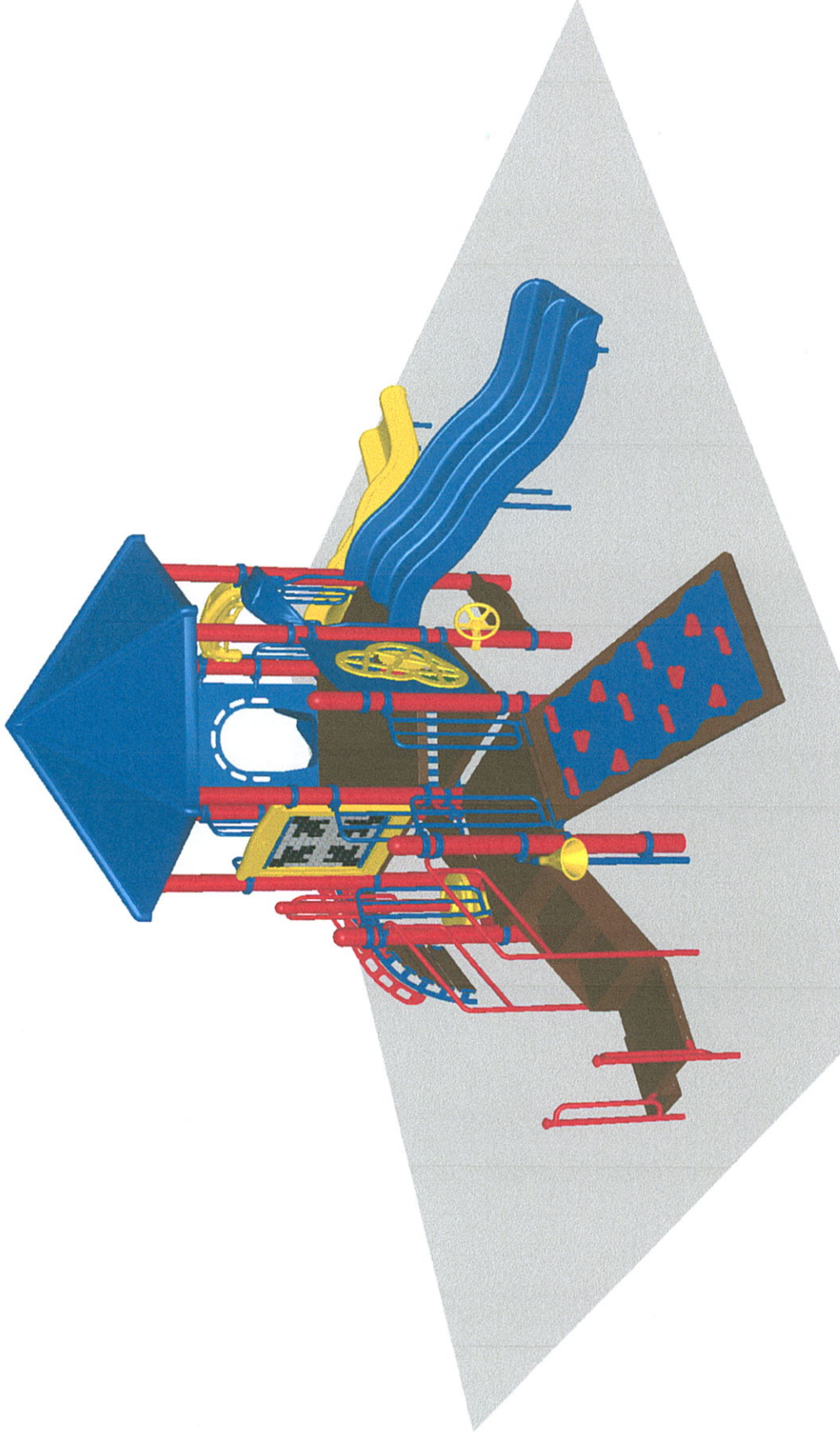
PLAYCRAFT REP:
Pacific Play Systems, Inc



VALLE LINDO PARK
NE VIEW

FOR KIDS
AGES
2-5

R5



STRUCTURE#: 8292DA
PROJECT#: DC79DA-2
DATE: 1/8/2015 | DRAWN BY: MDM

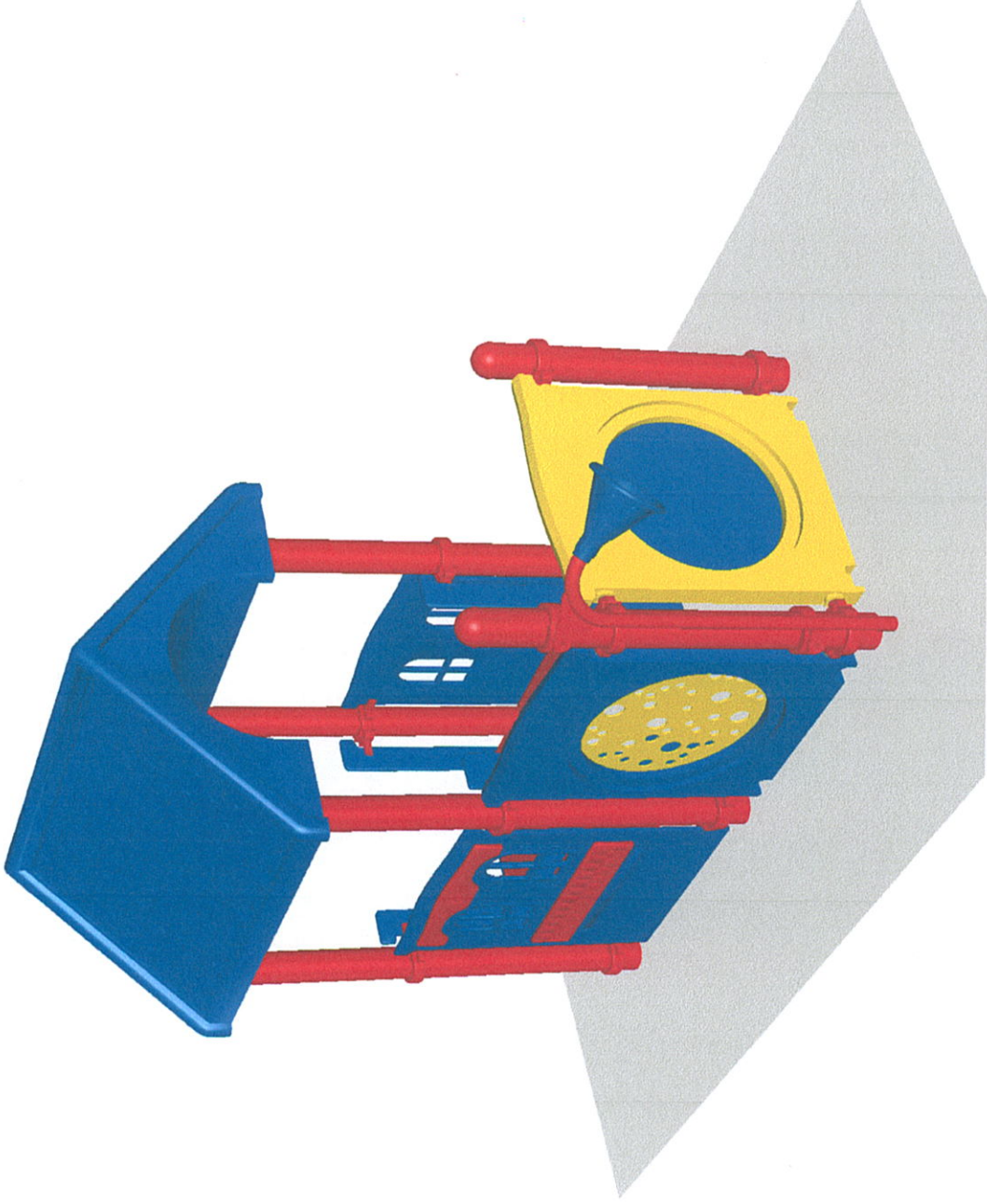
PLAYCRAFT REP:
Pacific Play Systems, Inc



VALLE LINDO PARK
SW VIEW

FOR KIDS
AGES
2-5

R5



STRUCTURE#: BCBBBA
PROJECT#: DC79DA-2
DATE: 1/8/2015 | DRAWN BY: MDM

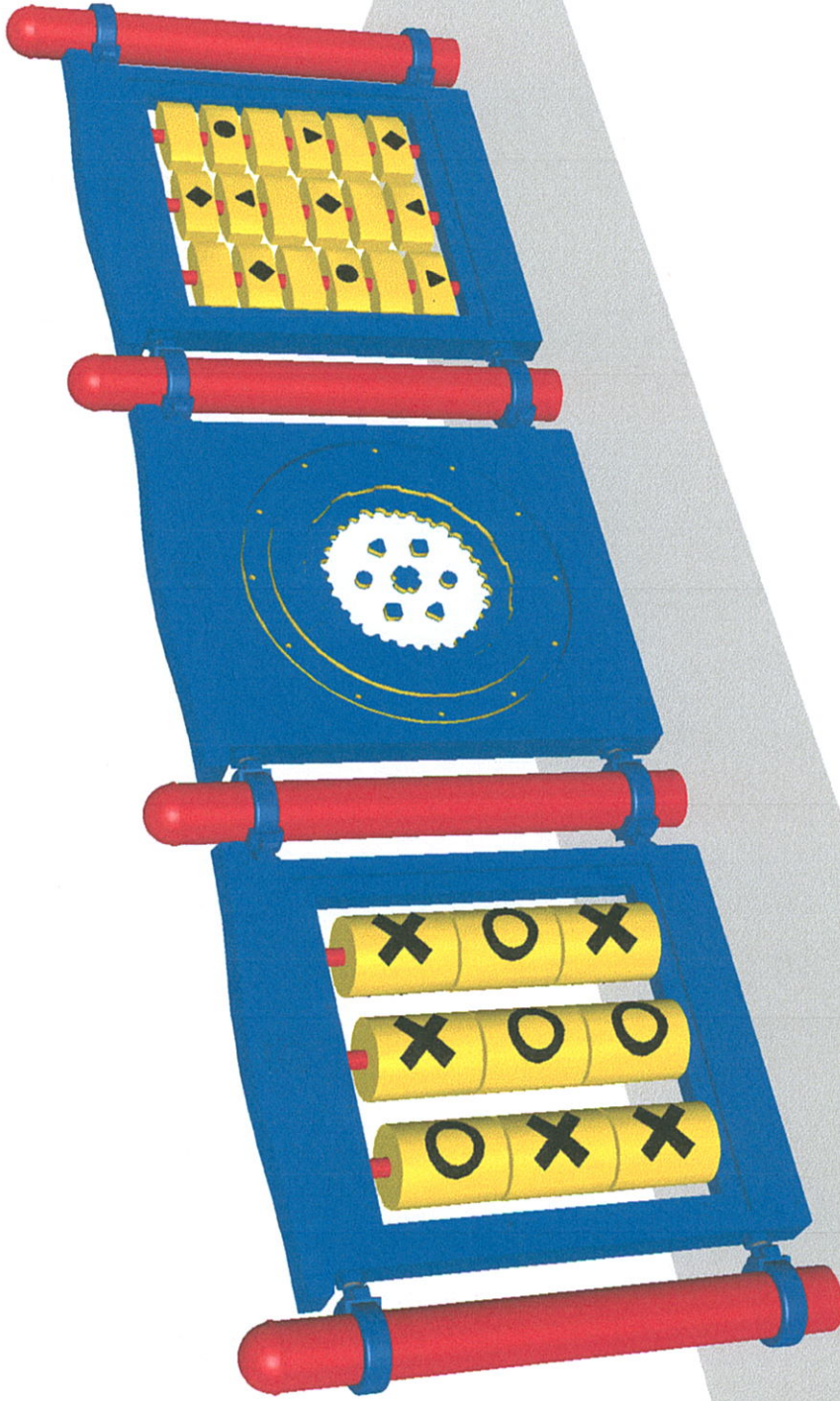
PLAYCRAFT REP:
Pacific Play Systems, Inc



VALLE LINDO PARK
SW VIEW

FOR KIDS
AGES
2-5

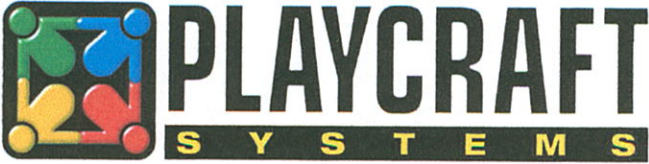
R5



STRUCTURE#: 7FFDBA
PROJECT#: DC79DA-2
DATE: 1/8/2015 | DRAWN BY: MDM

PLAYCRAFT REP:
Pacific Play Systems, Inc





Bill of Materials

VALLE LINDO PARK
City of Chula Vista

Project# DC79DA-2
1/8/2015

Item	Description	Quantity
8292DA		3
GF-7002	Dome Cap, R5	3
S-1010-R5-10ft	Post, 10ft R5	2
S-1011-R5-11ft	Post, 11ft R5	1
S-1013-R5-13ft	Post, 13ft R5	6
S-1101-R5	Square Deck	1
S-1102-R5	Tri-Deck	1
S-1106-R5	Hex Deck, Half (4 Post)	2
S-1209-24-R5	Transfer Station, 36in-L	1
S-1216-DLX3R5	Climber, Deluxe Grip 30-36in	1
S-1232-4R5-HR	Climber, Track 42-48in (w/ Hand Rails)	1
S-1233-3R5-HWMC	Climber, Disc 30-36in (w/ HW, MC)	1
S-1644-R5	Gear Panel	1
S-1645-R5G	Store Panel (Open)	1
S-1685-R5	Mosaic Panel	1
S-1702-4R5H	Slide, Wave 48in (Double w/ Hood)	1
S-1704-4R5H	Slide, Wave 48in (Single w/ Hood)	1
S-1710-4R5-R	Slide, Twister 48in (R)	1
S-1803-R5	Roof, Hex	1
S-1812-R5	Driver Wheel (Post Mounted)	1
S-1910-R5	Talk Tube (Post Mounted, Right)	1
S-1962-R5	Play Seat (Double Post)	2
BCBBBA		2
GF-7002	Dome Cap, R5	2
S-1007-R5-07ft	Post, 07ft R5	1
S-1008-R5-08ft	Post, 08ft R5	1



**Bill of Materials
(continued)**

Item	Description	Quantity
S-1009-R5-09ft	Post, 09ft R5	4
S-1605-R5G	Clock Panel	1
S-1610-R5G	Peek Panel	1
S-1639-R5	Clubhouse	1
S-1808-R5	Roof, Gable (Shingled)	1
S-1910-R5	Talk Tube (Post Mounted, Right)	1
7FFDBA		2
GF-7002	Dome Cap, R5	4
S-1007-R5-07ft	Post, 07ft R5	4
S-1608-R5G	Memory Panel	1
S-1616-R5G	Tic-Tac-Toe Panel	1
S-1631-R5G	Pinball Panel	1



Pacific Play

System **R-5** | **Los Ninos Park**

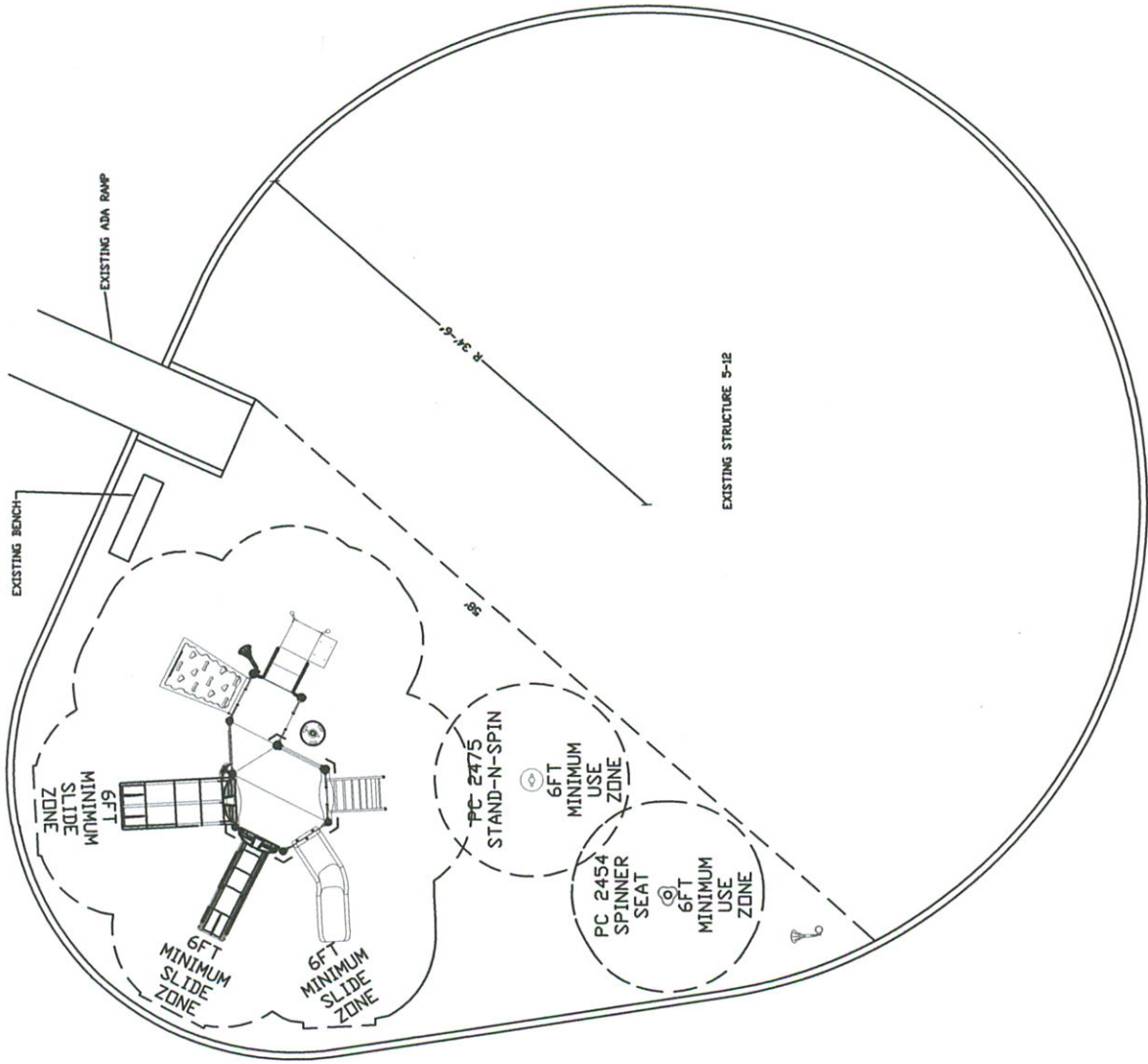
Type
For Kids **2-5** | Project# DE887A-2 - DATE: 1/9/2015



The playground system design shown herein is subject to change without notice. Accessibility Check-ups when properly installed over accessible surfacing.

WARNING: An impact absorbing safety surface is required under and around all playground equipment.

PLAYCRAFT
E.V.E.N.T.S.
Manufactured by Krauss-Craft, Inc.



DRAWING NUMBER:
 LOS NINOS PARK-SITE PLAN

DATE: SCALE: NTS
 RFP 07-14/15

PACIFIC PLAY SYSTEMS, INC.
 3226 GREY HAWK COURT
 CARLSBAD, CA 92010



LOS NINOS PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
8	8/4	0	5/3	3/3

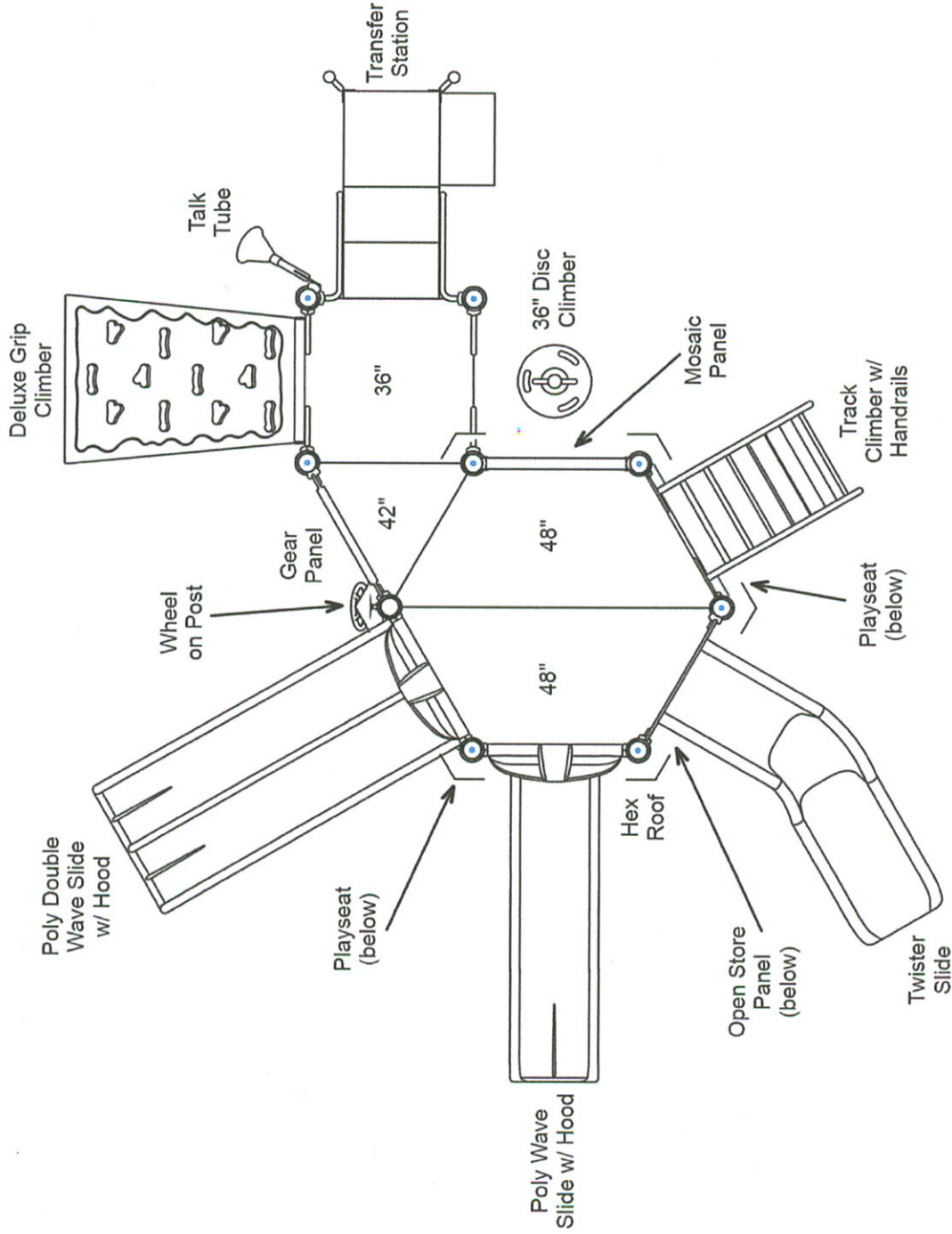
R5

FOR KIDS
AGES
2-5

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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STRUCTURE#: 4B19EA
PROJECT#: DE887A-2
DATE: 1/8/2015 | DRAWN BY: MDM

MIN. USE ZONE: 35' x 32'
DIMENSIONS: 23' x 22'

PLAYCRAFT REP:

Pacific Play Systems, Inc



LOS NINOS PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

R5

FOR KIDS
AGES
2-5

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PC 2454
SPINNER
SEAT



STRUCTURE#: PC2454
PROJECT#: DE887A-2
DATE: 1/8/2015 | DRAWN BY: MDM

MIN. USE ZONE: 14' x 14'
DIMENSIONS: 2' x 2'

PLAYCRAFT REP:

Pacific Play Systems, Inc



LOS NINOS PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
2-5

R5

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PC 2475
STAND-N-
SPIN



STRUCTURE#: PC2475
PROJECT#: DE887A-2
DATE: 1/8/2015 | DRAWN BY: MDM

MIN. USE ZONE: 14' x 14'
DIMENSIONS: 2' x 2'

PLAYCRAFT REP:

Pacific Play Systems, Inc



LOS NINOS PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
2-5

R5

GENERAL NOTES:

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PC-1420-R5
TALK TUBE



STRUCTURE#: PC1420R5
PROJECT#: DE887A-2
DATE: 1/8/2015 | DRAWN BY: MDM

MIN. USE ZONE: 2' x 3'
DIMENSIONS: 2' x 3'

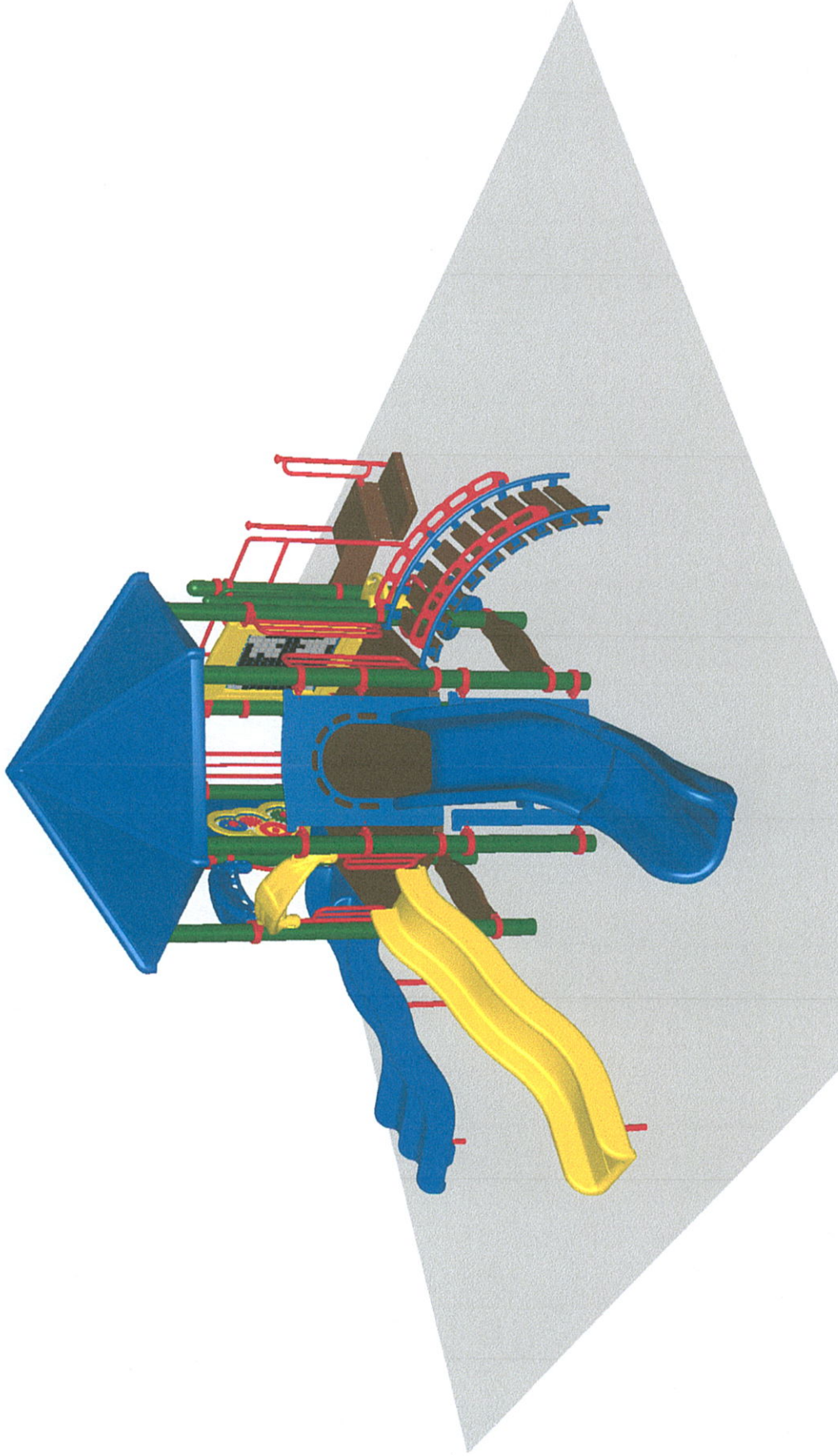
PLAYCRAFT REP:
Pacific Play Systems, Inc



LOS NINOS PARK
SW VIEW

FOR KIDS
AGES
2-5

R5



STRUCTURE#: 4B19EA
PROJECT#: DE887A-2
DATE: 1/8/2015 | DRAWN BY: MDM

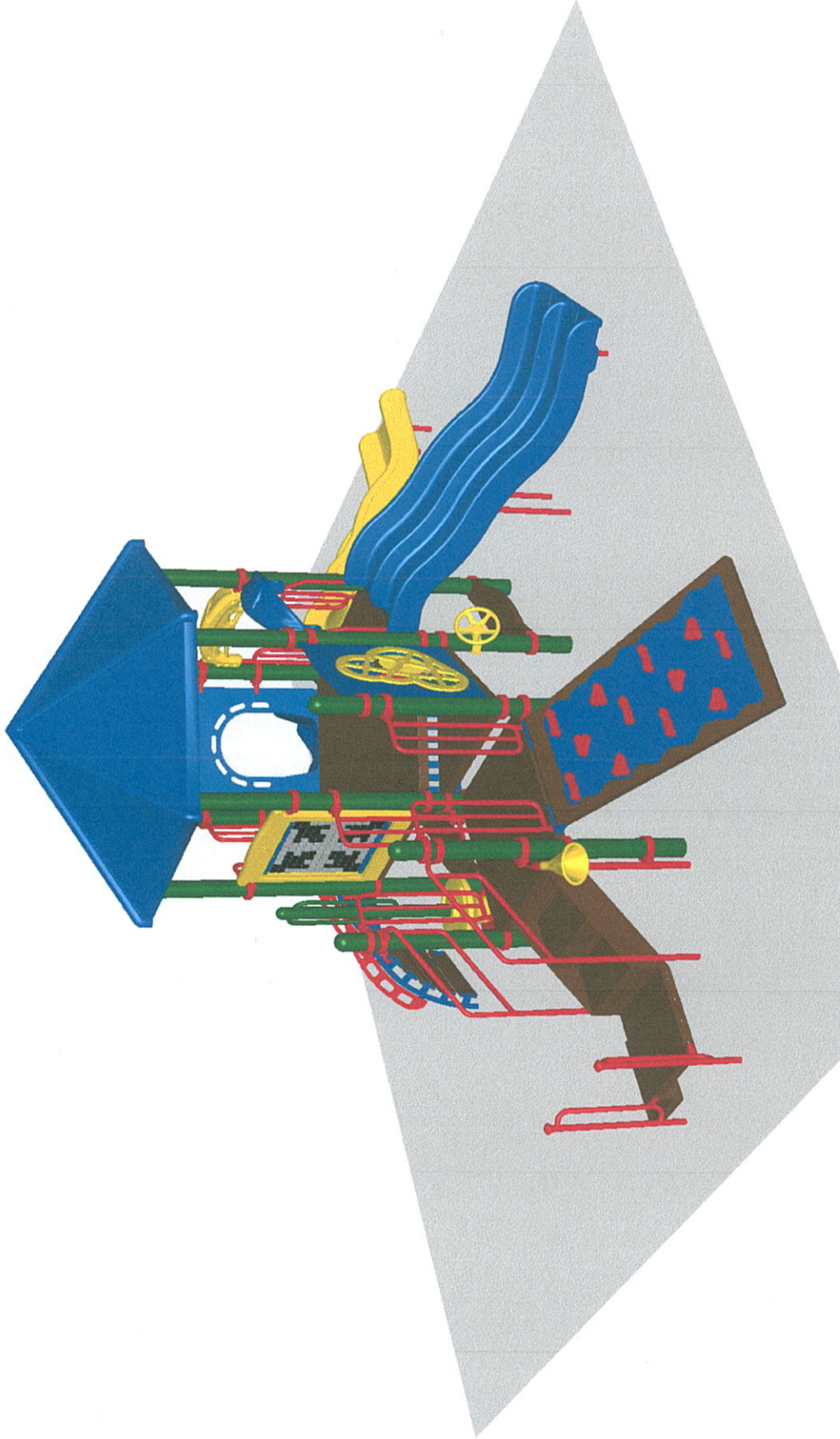
PLAYCRAFT REP:
Pacific Play Systems, Inc



LOS NINOS PARK
NE VIEW

FOR KIDS
AGES
2-5

R5



STRUCTURE#: 4B19EA
PROJECT#: DE887A-2
DATE: 1/8/2015 | DRAWN BY: MDM

PLAYCRAFT REP:
Pacific Play Systems, Inc





Bill of Materials

LOS NINOS PARK
City of Chula Vista

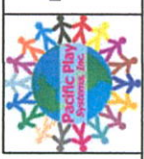
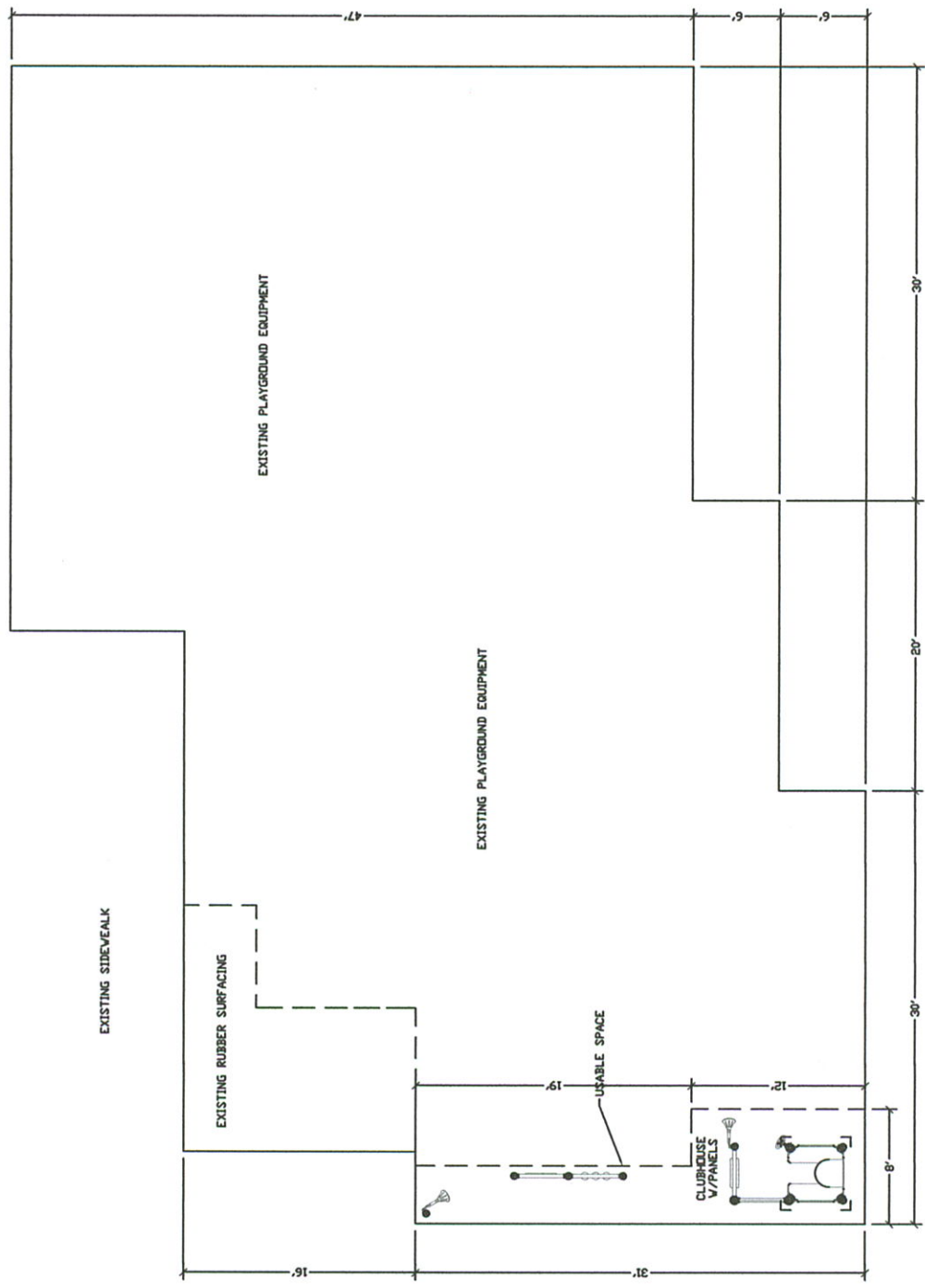
Project# DE887A-2
1/8/2015

Item	Description	Quantity
4B19EA		3
GF-7002	Dome Cap, R5	3
S-1010-R5-10ft	Post, 10ft R5	2
S-1011-R5-11ft	Post, 11ft R5	1
S-1013-R5-13ft	Post, 13ft R5	6
S-1101-R5	Square Deck	1
S-1102-R5	Tri-Deck	1
S-1106-R5	Hex Deck, Half (4 Post)	2
S-1209-24-R5	Transfer Station, 36in-L	1
S-1216-DLX3R5	Climber, Deluxe Grip 30-36in	1
S-1232-4R5-HR	Climber, Track 42-48in (w/ Hand Rails)	1
S-1233-3R5-HWMC	Climber, Disc 30-36in (w/ HW, MC)	1
S-1644-R5	Gear Panel	1
S-1645-R5G	Store Panel (Open)	1
S-1685-R5	Mosaic Panel	1
S-1702-4R5H	Slide, Wave 48in (Double w/ Hood)	1
S-1704-4R5H	Slide, Wave 48in (Single w/ Hood)	1
S-1710-4R5-R	Slide, Twister 48in (R)	1
S-1803-R5	Roof, Hex	1
S-1812-R5	Driver Wheel (Post Mounted)	1
S-1910-R5	Talk Tube (Post Mounted, Right)	1
S-1962-R5	Play Seat (Double Post)	2
PC2454		
A2-2454	PC 2454 Spinner Seat	1
PC2475		
S-1949	PC 2475 Stand-n-Spin	1



**Bill of Materials
(continued)**

Item	Description	Quantity
PC1420R5		2
GF-7002	Dome Cap, R5	1
S-1008-R5-08ft	Post, 08ft R5	1
S-1910-R5	Talk Tube (Post Mounted, Left)	1



PACIFIC PLAY SYSTEMS, INC.
 3226 GREY HAWK COURT
 CARLSBAD, CA 92010

LOMA VERDE PARK- SITE PLAN
 DATE: SCALE: NTS
 RFP 07-14-15

DRAWING NUMBER:
 SHEET 3 OF 3

**LOMA VERDE PARK
TOP VIEW**

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	5/0	4/0

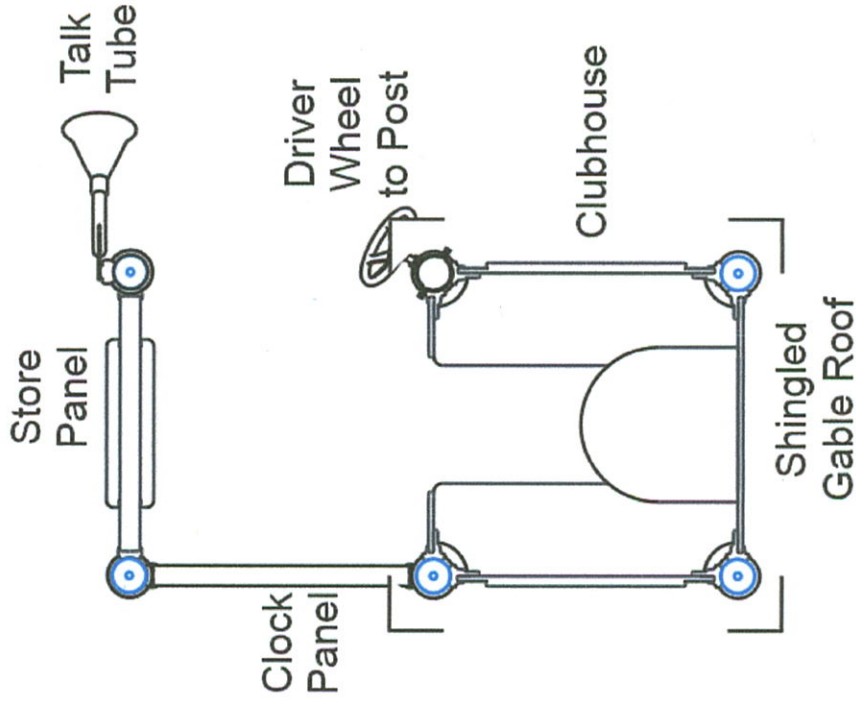
R5

FOR KIDS
AGES
2-5

GENERAL NOTES:

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STRUCTURE#: C97A7A
PROJECT#: 3806CA
DATE: 1/9/2015 | DRAWN BY: CDH

MIN. USE ZONE: 6' x 9'
DIMENSIONS: 7' x 9'

PLAYCRAFT REP:
Pacific Play Systems, Inc



**LOMA VERDE PARK
TOP VIEW**

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	2/0	2/0

**FOR KIDS
AGES
2-5**

R5

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**Pinball
Panel**

**Tic-Tac-Toe
Panel**



STRUCTURE#: 85C19A
PROJECT#: 3806CA
DATE: 1/9/2015 | DRAWN BY: CDH

MIN. USE ZONE: 8' x 1'
DIMENSIONS: 9' x 1'

PLAYCRAFT REP:
Pacific Play Systems, Inc



LOMA VERDE PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP	ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0	1/0

FOR KIDS
AGES
2-5

R5

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Talk
Tube



STRUCTURE#: PC1420
PROJECT#: 3806CA
DATE: 1/9/2015 | DRAWN BY: CDH

MIN. USE ZONE: 2' x 3'
DIMENSIONS: 3' x 3'

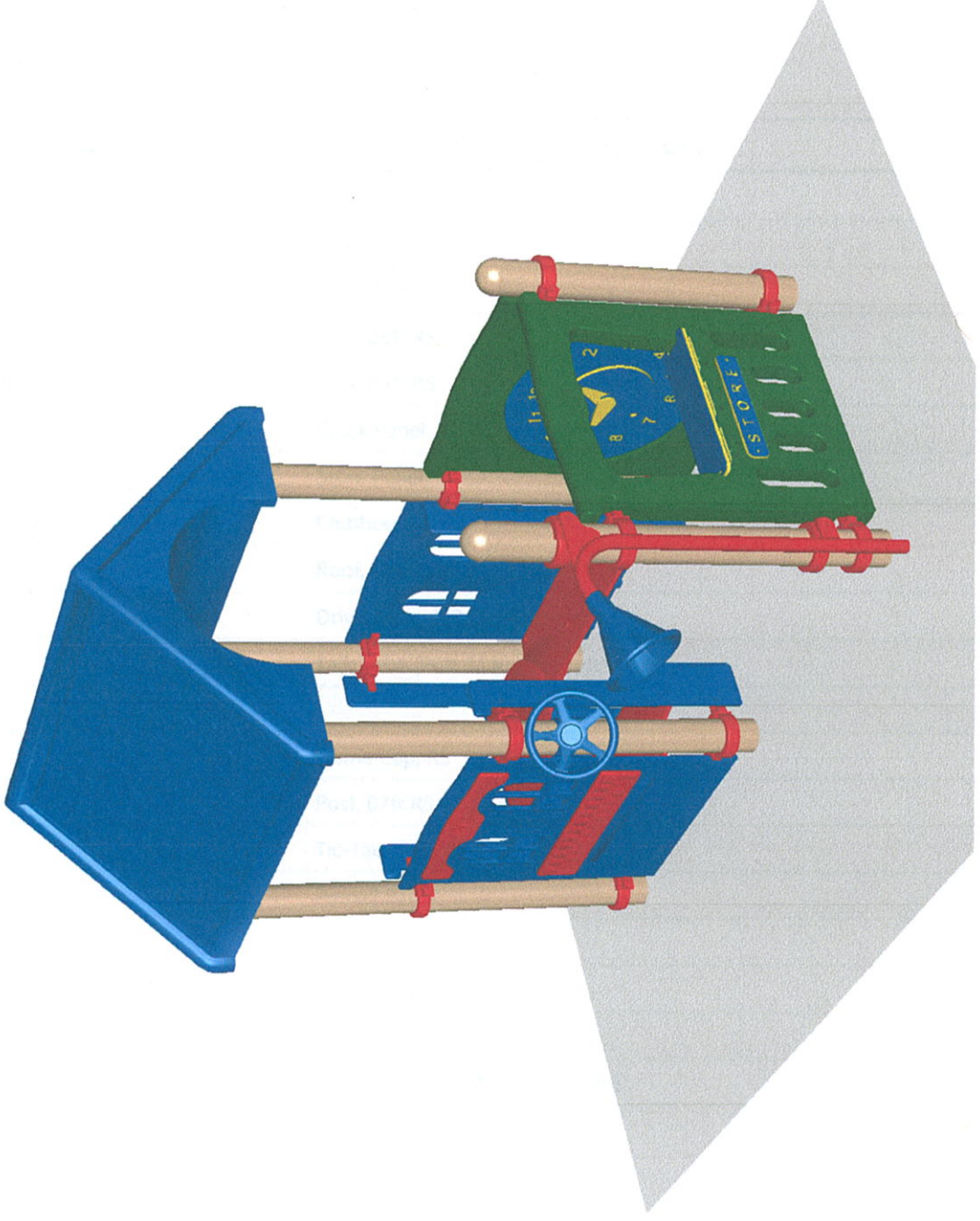
PLAYCRAFT REP:
Pacific Play Systems, Inc



LOMA VERDE PARK
NE VIEW

FOR KIDS
AGES
2-5

R5



STRUCTURE#: C97A7A
PROJECT#: 3806CA
DATE: 1/9/2015 | DRAWN BY: CDH

PLAYCRAFT REP:
Pacific Play Systems, Inc

