



Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Prepared by: Julie Santia, Associate Engineer

Reviewed by: Rob DuBoux, Public Works Director/City Engineer

Approved by: Steve McClary, City Manager

Date prepared: February 6, 2024 Meeting date: March 25, 2024

Subject: Trancas Canyon Park Playground Resurfacing Project

RECOMMENDED ACTION: 1) Approve the award and authorize the Mayor to execute a construction contract with Robertson Industries, Inc. in the amount of \$197,151.31 for the construction of the Trancas Canyon Park Playground Resurfacing, Specification No. 2109; and 2) Authorize the Public Works Director to approve any potential change orders up to 15% of the contract amount.

FISCAL IMPACT: No additional appropriation is required. The project expenses, design, construction, and contingencies include a total amount of \$230,000. Funding for this agreement/project is included in the Adopted Budget for FY 2023-24 in Account No. 310-9098-5100 (Trancas Canyon Park Playground Resurfacing).

| Project Estimate | | Project Funding | |
|------------------|---------------------|-----------------|------------------|
| Construction | \$197,151.31 | General Fund | \$230,000 |
| Contingency | \$29,573 | | |
| Subtotal | \$226,724.31 | Subtotal | \$230,000 |

STRATEGIC PRIORITY: This item is part of the day-to-day operations identified in the Adopted FY 2023-24 Strategic Priority Project List.

DISCUSSION: This project includes the replacement of the pour-in-place safety surface at the playground. The existing surface was installed in 2011 during construction of the park and is past its 10-year design life. The project scope includes removal and disposal of the existing surface, installation of new pour-in-place safety surface and construction

fencing. Safety certification by the International Play Equipment Manufacturers Association (IPEMA) is required.

On November 23 and 30, 2023, the final project specifications for this project were advertised for formal competitive bidding. One (1) bid was received and opened on December 21, 2023, with the following results:

| <u>Contractor</u> | <u>Bid Amount</u> |
|-----------------------------------|---------------------|
| Robertson Industries, Inc. | \$197,151.31 |

City staff has reviewed the bid from Robertson Industries, Inc. and has found it in conformance with the bid requirements. Re-bidding to potentially attract more bidders is not considered a good option since the timeliness of this work is critical and re-bidding would take 4-6 months, and there is no guarantee that future bids would be anymore cost effective. Staff has also verified the contractor's license is current and in good standing. Robertson Industries, Inc. has successfully completed several projects for various California agencies including San Bernardino City School District and the City of Irvine.

Staff recommends the Council approve the award, authorize the Mayor to execute a construction contract with Robertson Industries, Inc. and authorize the Public Works Director to approve potential change orders up to 15% of the agreement amount. Once approved, staff will process the agreement and issue a Notice to Proceed for the project. The construction schedule for this project is anticipated to occur in spring 2024.

ATTACHMENTS: Public Works Agreement with Robertson Industries, Inc.

**CITY OF MALIBU
PUBLIC WORKS AGREEMENT**

This Public Works Agreement (“Agreement”) is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between Robertson, Industries Inc. (hereinafter referred to as “CONTRACTOR”) and the City of Malibu, California, a municipal corporation (hereinafter referred to as “CITY”).

RECITALS

A. Pursuant to the Notice Inviting Sealed Bids for Trancas Canyon Park Playground Resurfacing Project bids were received, publicly opened, and declared on the date specified in the notice.

B. On March 25, 2024, Malibu’s City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Trancas Canyon Park Playground Resurfacing Project in the City of Malibu.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Trancas Canyon Park Playground Resurfacing Project in the City of Malibu. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the “Notice Inviting Bids,” attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR’S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City’s Manager’s designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk’s Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in

that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 30 consecutive working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$500 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
 - A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
 - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
 - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
 - D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the

apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - (4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - (5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
 - (6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
 - (7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E.** CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
- F.** CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.
17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining

to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
21. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Robert DuBoux, Public Works Director/City Engineer

CONTRACTOR
Robertson, Industries, Inc.
2140 E Cedar Street
Tempe, AZ 85281

22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.
23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ____ day of _____, 2024, at Malibu, California, and effective as of _____, 2024.

CITY OF MALIBU:

STEVE UHRING, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE _____
TREVOR RUSIN, Interim City Attorney

CONTRACTOR: Robertson Industries, Inc.


Tom DiScipio (Feb 22, 2024 12:00 CST)

Thomas DiScipio, CEO


William Stafford (Feb 22, 2024 11:02 MST)

Name, Title William Stafford, General Manager

CONTRACTOR'S State of California License No.
667261

CONTRACTOR'S Business Phone No.
(602) 707-6884

CONTRACTOR'S Emergency Phone No. at which contractor can be reached at any time
(480) 694-8320

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids for the City of Malibu, TRANCAS CANYON PARK PLAYGROUND RESURFACING SPECIFICATION NO. 2109, will be received by the City Clerk, at Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265 at or before 3:30 p.m. on Thursday, December 14, 2023, at which time they will be publicly opened and read by the City Clerk (or designated representative).

SCOPE OF WORK

In general, the proposed improvements consist of replacing the existing poured in place rubberized playground surface and all appurtenant work included and shown in the Contract Documents and Specifications.

The bid shall be submitted and the work shall be performed by a Class "C-61/D-12" State of California licensed contractor in strict conformance with the project specifications for TRANCAS CANYON PARK PLAYGROUND RESURFACING SPECIFICATION NO. 2109 now on file in the City's Public Works Department.

An electronic copy of plans and specifications may be obtained by prospective bidders from the Public Works Department through mpublicworks@malibucity.org.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The City reserves the right to retain all bids for a period of 90 days after the bid opening for examination and comparison and to delete any portion of the work from the Contract. The City reserves the right to determine and waive non-substantial irregularities in any bid, and to reject any or all bids. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. **The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.** The City shall award the bid to the lowest responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract. The website for California Department of Industrial Relations Prevailing Wage Unit is currently located at

www.dir.ca.gov, prevailing wages are located on the website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agency's determinations.

At the time of submitting the bid the Bidder shall be registered with the California Department of Industrial Relations in accordance with the provisions of Section 1771.1 of the California Labor Code, as amended by Senate Bill 854. No public work contract may be awarded to a non-registered contractor or subcontractor.

Without exception, the bidder is required to state the name and address of each subcontractor who will perform work or labor or render service to the prime contractor and the portion of the work which each will do in their bid as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contract Code, Sections 4100 to 4113, inclusive.

The City will not consider awarding any contract based upon any bid submitted by any contractor nor consent to subletting any portions of the Contract to any subcontractor located in a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

All bidders are hereby notified that any contract entered into pursuant to this advertisement, Business Enterprises must be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin consideration for an award.

The Contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Date this 13th day of November, 2023 CITY OF MALIBU, CALIFORNIA



Rob DuBoux, Public Works Director/City Engineer

Published: Malibu Times on November 23 and November 30, 2023

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

CONSTRUCTION BID COVER PAGE FOR

TRANCAS CANYON PARK PLAYGROUND RESURFACING

SPECIFICATION NO. 2109

Bids to be Received on or before December 14, 2023 AT 3:30 P.M.

Completion Time: 30 Consecutive Working Days

Liquidated Damages:

- A. Failure to complete work on time: **\$500.00 Per Calendar Day** (Sec. 6-9.1)
- B. Failure to keep traffic lanes open: **\$500.00 Per Hour** (Sec. 6-9.2)

Number of Pages in Construction Bid: 16

CONTRACTOR

Name Robertson Industries, Inc.

Street Address 2140 E Cedar Street

City Tempe State AZ Zip Code 85281

Telephone 714-904-8219

Fax Number 602-340-0402 (Optional)

Email vbrantley@totturf.com

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

CONTRACTOR SHALL SUBMIT PAGES 18 THROUGH 31 FULLY EXECUTED WITH THIS BID

INSTRUCTIONS FOR SIGNING BID, BONDS AND CONTRACT

Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
- c) Affix corporate seal and notary's acknowledgment where noted or required.
- d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

- a) Signatures: All members of partnership. One may sign if City has a copy of authorization
- b) Affix notary's acknowledgment where noted or required.

Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if City has a copy of authorization.
- c) Affix notary's acknowledgment where noted or required.

Individuals

- a) Signature: The individual.
- b) Affix notary's acknowledgment where noted or required.
- c) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements show above.

Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS



Building communities through play

CORPORATE RESOLUTION

RESOLVED, that Robertson Industries, Inc./Robertson Recreational Surfaces for the general purposes of installing PIP surfacing for various customers and at various locations, and all upon such terms and conditions as are set forth in the agreement between the parties as annexed hereto.

The undersigned hereby certifies that they are the duly elected and qualified President and Chief Financial Officer, and the custodian of the books and records and seal of PlayCore Wisconsin, Inc., do hereby authorize and appoint William Stafford, General Manager of Robertson Industries, Inc. and/or Tom DiScipio to obligate, bind and authorize documents on behalf of the above-named corporation.

IN WITNESS WHEREOF, We have executed our names as President and Chief Financial Officer and have hereunto affixed the corporate seal of the above-named Corporation this 25th day of October, 2022.

Attest:

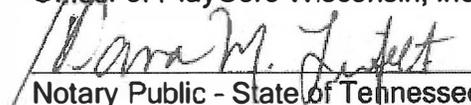
PlayCore Wisconsin, Inc.

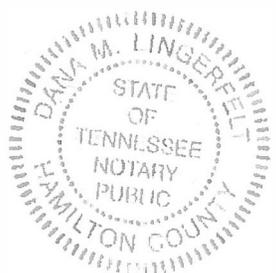

Richard Ruegger, CFO


Roger Posacki, President

(Corporate Seal)

The foregoing was acknowledged before me this 25th day of October, 2022, by Roger Posacki as President and by Richard Ruegger as Chief Financial Officer of PlayCore Wisconsin, Inc., who are personally known to me.


Notary Public - State of Tennessee
Commission Expires 9/28/26
(Notary Seal)



CONTRACTOR'S BID STATEMENT

City of Malibu

Malibu, California 90265

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Bid.

The undersigned has carefully checked all the figures in this Bid and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds, within ten (10) calendar days after the contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Malibu.

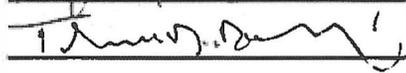
Licensed in accordance with an act providing for the registration of Contractors License

No. 667261 Class C61-D12 Expiration Date 03-31-25

Names of Co-Partners or Corporation Officers and Titles: William Stafford, General Manager

Tom DiScipio, Vice President of Installatioion

Signature of Bidder  General Manager

Signature of Bidder  Title
VP of Installations

Name of Contractor or Firm Date of Submittal 12-19-23
Robertson Industries, Inc.

Telephone No. 800-858-0519

Address 2140 E Cedar Street Tempe, AZ 85281

Corporation Arizona
Doing Business as Individual/Partnership/Corporation State of Incorporation

Federal Tax Identification Number 86-0686635

California Department of Industrial Relations Identification Number 1000002700

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form,
and Corporate Seal if Applicable

PROPOSED BID SCHEDULE OF WORK AND PRICES
FOR THE CONSTRUCTION OF
TRANCAS CANYON PARK PLAYGROUND RESURFACING
SPECIFICATION NO. 2109

| Item No. | Payment Reference | Description | Quantity | Unit | Unit Price | Total |
|----------|-------------------|-----------------------------------|----------|------|--------------|---------------------|
| 1. | 901-2 | Mobilization | 1 | LS | ---- | \$3308.00 |
| 2. | 903-4 | SWPPP | 1 | LS | ---- | \$25,550.00 |
| 3. | 905-14 | Pour in Place Resilient Surfacing | 7,333 | SF | | \$168,292.31 |
| 4. | 904-5 | Record of Construction Changes | 1 | LS | ---- | \$0 |
| 5. | 7-6 | Release on Contract | 1 | LS | ---- | \$1.00 |
| | | | | | TOTAL | \$197,151.31 |

The contractor shall be responsible for calculating and providing totals for the schedule. The bid schedule shall include all costs for service, labor and materials, transportation, supervision, equipment and installation associated with the work complete and in place per these specifications.

TOTAL AMOUNT OF BID IN WORDS: ONE HUNDRED NINETY SEVEN THOUSAND ONE HUNDRED FIFTY ONE AND 31 CENTS.

Contractor Submitting Bid: Robertson Industries, Inc.

By: Vince Brantley

Date:

12-19-23

The following addenda are acknowledged:

Number

Date

(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)

| | |
|----------|----------------|
| <u>1</u> | <u>12-7-23</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

I make this Proposal and certify under penalty of perjury that all the statements in this bid that I have signed are true and correct.

Contractor's Name William Stafford

Date 12-19-23

Title General Manager

Signature 

Contractor's Name Tom DiScipio

Date 12-19-23

Title VP of Installation

Signature 



City of Malibu

23825 Stuart Ranch Road Malibu, California 90265-4861
(310) 456-2489 fax (310) 456-3356

DATE: 12/7/2023

ADDENDUM NO. 1

TO

TRANCAS CANYON PARK PLAYGROUND RESURFACING PROJECT

SPECIFICATION NO. 2109

All Prospective Bidders:

NOTICE IS HEREBY GIVEN to all prospective bidders that the following modifications are made to the above project plans and specifications:

SPECIFICATIONS:

1. **Change:**The Bid Opening date has changed. **Bids to be Submitted by Thursday, December 21, 2023, at 3:30 P.M.**
2. **Change:** Proposal Terms and Conditions, on page 2, Section 2. Proposal Evaluation, Sub-section a., delete the second sentence and replace with: "Proposers shall have a valid Class A or B License or D-12 License for the State of California at the time that proposals are opened." The Contractor shall be Manufacturer Certified Contractor or a direct employee of the Manufacturer's Installation Division, as required in Specification Section 905-1.B.

QUESTIONS AND ANSWERS

1. **Question:** What is the Engineer's Estimate?

Answer: We are not providing an Engineer's Estimate for this project.

2. **Question:** What is the thickness of the resilient surface? Can you provide additional specs?

Answer: The existing cushion layer/base mat is 5-inches with a minimum of 1/2-inch Wearing Course/ Top Surface, per manufacturer's specifications.

3. **Question:** What is the color for the resilient surface? Pricing varies by color.

Answer: Colors will be selected from the manufacturer's palate including the premium color palate (special order) during the submittal process.

4. **Question:** What are the specs for the base material?

Answer: The existing base material shall remain in place. No new base material is required.

5. **Question:** What is the current base under the existing resilient surface?



Answer: The existing compacted aggregate base layer is 4-inches thick. There is a sub-base layer with geotextile fabric and 3" of asphalt/concrete beneath the compacted aggregate base.

6. **Question:** How will you handle the exposed condition of the playground equipment once the existing surface is removed?

Answer: The contractor shall protect the existing playground equipment during construction.

7. **Question:** Who will provide temp fencing?

Answer: Per specification section 905-12.J, the Contractor shall install temporary 6-foot chain link fencing to protect the project area for the duration of construction.

8. **Question:** Has the existing material been tested for potential hazardous conditions?

Answer: The existing material MSDS show no heavy metals or hazardous materials.

9. **Question:** Do you want us to include the cost of removing and disposing of the existing surfacing in line item 2?

Answer: Specification Section 905-14, Measurement and Payment, includes the removal and disposal of the existing playground surface. Section 905-1 also describes removal and replacement of the existing resilient surfacing.

10. **Question:** How do I get on the plan holders list?

Answer: Send an email request to mpublicworks@malibucity.org.

Acknowledgement of this addendum by returning the signed Addendum No. 1 with the bid proposal is required. Failure to do so may result in the disqualification of your bid.

By Order of the Public Works Director/ City Engineer



Rob DuBoux, PE, Esq.

12/7/2023

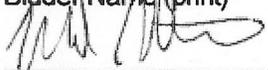
Date

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein:

William Stafford

Bidder Name (print)



Bidder Signature

12-19-23

Date

BIDDER'S BOND TO ACCOMPANY BID

(in lieu of cash, certified or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Robertson Industries, Inc., as Principal, and Berkley Insurance Company, as Surety, acknowledge ourselves jointly and severally bound to the City of Malibu, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Bid shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 8th day of December, 2023.

Robertson Industries, Inc.

Contractor

By [Signature]

Title General Manager

By [Signature]

Title IP of installations

Berkley Insurance Company

Surety

By [Signature]

Carolyn E. Wheeler, Attorney-in-Fact

FORM TO ACCOMPANY BID BOND

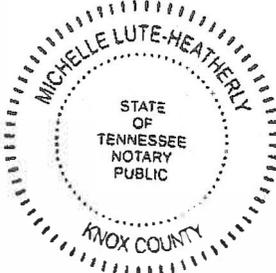
Tennessee
STATE OF ~~CALIFORNIA~~)
COUNTY OF ^{Knox}) SS.
CITY OF ^{Knoxville})

On this 8th day of December, 2023, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Carolyn E. Wheeler proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the Attorney-in-Fact subscribed to the within instrument as the Attorney-In-Fact of said Berkley Insurance Company

And the said Carolyn E. Wheeler duly acknowledge to me that he/she subscribed the name of Carolyn E. Wheeler thereto as Surety and his/her own name as Attorney-in-Fact.

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.



Michelle Lute-Heatherly
Notary Public in and for said
County and State aforesaid.
Michelle Lute-Heatherly
My Commission Expires: July 7, 2027

If certified or cashier's check is submitted herewith, state check number _____ and Amount \$ _____.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Arizona }

County of Maricopa }

On 12-19-23 before me, April Tourangeau, Notary Public
(Here insert name and title of the officer)

personally appeared William Stafford & Tom Discipio,
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.

April Tourangeau
Notary Public Signature

(Notary Public Seal)

April Tourangeau
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-31-27
Commission No. 652656

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Carolyn E. Wheeler; Loretta M. Jones; Vicki D. Nobinger; Sandra G. King; Rachel A. Chaveriat; Bonnie L. Rice; Michelle Lute-Heatherly; Andrea Allman; Lisa Frye; Lori A. Wright; Leslie Patterson; Amanda Mills; Shelby Russell; Meri Damron; Carrie Wright; or Sarah Major of National Surety Center, a Division of Marsh USA, Inc. of Knoxville, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of November, 2023.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of November, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUMDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rumdraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of December, 2023.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

The Bidder is required to state the bidder's financial ability and a general description of similar work performed. The City reserves the right to determine that any Bidder is not non-responsible if it finds the information provided herein is inaccurate, misleading or false, or upon evidence of collusion or other illegal practices on the part of a Bidder. Failure by Bidder to complete this form completely and accurately and submit it with its bid may result in rejection of the bid as non-responsive.

Required Qualifications: Bidders must hold a valid State of California Contractors License "C-61/D-12" at the time the bid is submitted to the City.

The bidder must have a minimum of seven (7) years of experience installing pour in place rubber surfacing for playgrounds. Do you have a minimum of seven (7) years of experience installing pour in place rubber surfacing for playgrounds?

Yes No

To demonstrate the required experience, bidders shall provide evidence of the following: Contractors must show that they completed five (5) projects within the last seven (7) years that include a minimum of 5,000 square feet of pour in place rubber surfacing per project. The required information shall be attached to the Statement of Bidder's Qualifications and References. Failure to provide the required information may be grounds for the City to deem the bid non-responsive.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 32

List and describe fully the last three recent contracts performed by your **current firm** which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

| | | | |
|--------------------------|---|-----------|---------------------|
| Customer Name | <u>San Bernardino City School District</u> | | |
| Contact Individual | <u>Stan Thomas</u> | Phone No. | <u>909-388-6100</u> |
| Contract Amount | <u>\$2,895,000</u> | Year | <u>2013-2017</u> |
| Address | <u>Multiple Schools throughout the district</u> | | |
| Description of work done | <u>Furnish and install PIP surfacing for all schools throughout the district for 3 years.</u> | | |
| <hr/> | | | |

Reference No. 2

Customer Name NLMUSD Multi School Pads
Contact Individual Buzz Mitchell, Phone No. (562)210-2000
Contract Amount \$667,961 Year 2019
Address Norwalk LA Mirada USD
Description of work done Furnish and install 34,601sf of PIP at 12 schools
throughout the district

Reference No. 3

Customer Name Escondido Community Child Development Center
Contact Individual Samantha Newman Phone No. (619) 261-2508
Contract Amount \$11,360.00 Year 2020
Address Clothier CDC Preschool & Adams' Patio613 E Lincoln Ave, Escondido, CA 92026
Description of work done 2360 sf PIP repairs and Maintenance

ROBERTSON INDUSTRIES, INC.

San Carlo & Valencia Parks, 16-17521
Furnish and install 8,160 SF of PIP
Completed-December 2018
City of Irvine
Eric Gruber, (949) 724-6689
\$108,308

Multi Park Renovation Project – 17-22340
Replace existing playground surfacing with new IPEMA compliant PIP and Synthetic
Turf Surfacing, totaling 9,566 SF
Completed- January 2018
City of Newport Beach
Patricia Kharazmi, (949) 644-3312
\$117,993

Legoland The Ridge (Carlsbad, CA) 2019 #19-26258 \$ 101,950.00
6420 sf PIP w/6' CFH over 3 adjacent areas
Site Address: 1 Legoland Dr, Carlsbad, CA 92008
Owner: Merlin Entertainments Group Us Holdings Inc, A Delaware Corp
GC: Rudolph and Sletten, Inc. Doug Ogie (619) 571-4368 doug.ogie@rsconst.com
Start date: 4/15/19 Completion date: 4/19/19

Riverbend Community Park (Jurupa Valley, CA) 2019 #18-23427 \$98,084.88
5923 sf PIP TPV for 2' 5' & 8' CFH
Site Address: Tract 36391, Jurupa Valley, CA 91752
Owner: Lennar Homes of California
GC: KASA Construction - Larry Edwards (951) 255-3612
Start date: 7/2/19 Completion date: 7/19/19

Knob Hill E.S. (San Marcos, CA) 2020 #20-29464 \$59,297.00
5004 sf PIP w/Bufferings
Site address: 25 Knob Hill Rd, San Marcos, CA 92069
Owner: San Marcos USD
GC: R.E. Schultz Construction Doug Lewis (760) 703-3706
doug@reschultzconstruction.com
Start Date: 6/25/2020 Completion Date: 6/30/2020



Robertson
Recreational Surfaces
• PLAY TO LIVE

Corporate Office: 2140 East Cedar Street • Tempe, AZ 85281
Toll Free: (800) 858.0519 • Fax: (602) 340-0402
www.totturf.com

ROBERTSON INDUSTRIES, INC.

Palmdale USD 4 School Play Surface Renovation (Palmdale, CA) 2020 #20-30066
\$203,129.75

16,036 sf Total for 4 Schools PIP w/ 8' CFH
Site Address: 4 schools in the Palmdale USD
Owner: Palmdale USD 39139-49 N 10th St E Palmdale, CA 93550
GC: ANM Construction & Eng. Claudia Tanori (661) 729-6200
claudia@anm-construction.com
Start Date: 7/23/20 Completion date: 10/1/20

16th Street Park 21JF-12480 Grover Beach, CA
Customer Name: Grover Beach Parks & Rec
Contact: Kathy Petker 805-473-4580
Contract Amount: \$68,624.00
Completed: 7/9/2021
5423 SF of PIP
Site Address: 16th Street & Mentrone Ave Grover Beach, CA 93433

4S Ranch Parks - Community Park 21-32706
Customer Name: County of San Diego Public Works
Contact: Richard Alfonso 909-301-7331
Contract Amount: \$100,804.00
Completed: 3/16/22
6380 SF PIP
Site address: 16118 4S Ranch Pkwy San Diego, CA 92127

Bill Barber Community Park 22-36460
Customer name: City of Irvine
Contact: Tay Chor 949-724-7322
Contract Amount: \$358,631.00
Completed: 2/2/23
9800 SF PIP
Site address: San Juan & Harvard St. Irvine CA 92612



Robertson
Recreational Surfaces
• PIP • CORE •

Corporate Office: 2140 East Cedar Street • Tempe, AZ 85281
Toll Free: (800) 858.0519 • Fax: (602) 340-0402
www.totturf.com

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

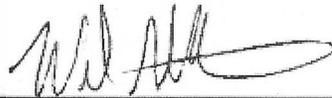
STATE OF CALIFORNIA, COUNTY OF Arizona Maricopa

I am the General Manager of Robinson Industries Inc.

, the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on 12-19-23 at 2140 E. Cedar St, Tempe, Arizona
(Date) (Place) 85281

I declare, under penalty of perjury, that the foregoing is true and correct.



Signature of Bidder

General Manager

Title



Signature of Bidder

VP of Installations

Title

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes _____ No x

2. If Yes, explain the circumstances.

Executed on 12-19-23 at Tempe, Arizona, California.

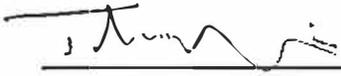
I declare, under penalty of perjury, that the foregoing is true and correct.



Signature(s) of Authorized Bidder

General Manager

Title



Signature(s) of Authorized Bidder

VP of Installations

Title

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the bid.

- 1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?
Yes () No (x)

- 2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.

- 3. Did you have any source of subcontractors' bids other than bid depositories?
Yes () No (x)

- 4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
Yes () No (x)

- 5. If the answer to No. 4 is "yes", please explain the following details:
 - a) Date:
 - b) Name of person or group:
 - c) Job involved (if applicable):
 - d) Nature of threats:
 - e) Additional comments: (Attach additional pages as necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 19th day of December, 2023.

Robertson Industries, Inc.

Name of Company
By [Signature]

General Manager

Title
By [Signature]

VP of Installations

Title

BIDDER'S STATEMENT OF SUBCONTRACTORS AND MATERIAL FABRICATORS

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Subsection 1-6.3 of the SSPWC and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Bid:

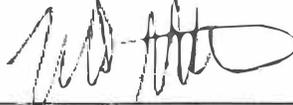
(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

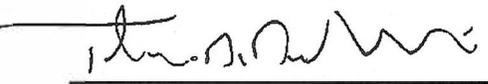
(c) Agrees that the list of subcontractors submitted herewith cannot be changed, modified, or substituted without written request and approval of the awarding body.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

| Name Under Which Subcontractor is Licensed | License No. & Class | Business Address | Specific Description of Subcontract and Portion of the Work to be Done |
|--|-----------------------------------|-------------------------------------|--|
| R.E. SCHULTZ | 1007195 A; B; C61/D12; C61/D34 | 1767 N. BATAVIA ORANGE, CA 92865 | SITE PREP WORK |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |



 Signature(s) of Bidder Date 12-19-23



 Signature(s) of Bidder Date 12-19-23

_____ General Manager
 Title

_____ VP of Installations
 Title

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

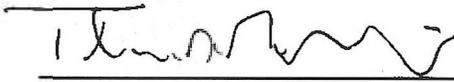
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

William Stafford, GM

Tom DiScipio, VP of Installations

Name of Bidder

Name of Bidder



Signature of Bidder

Signature of Bidder

2140 E Cedar Street Tempe, AZ 85281

Bidder Address

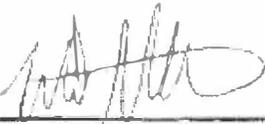
EQUAL OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES WHICH ARE A PART OF THIS BID.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Robertson Industries Inc.

Name of Bidding Company

By  _____

Authorized Signature

General Manager

Title (Typed)

12-19-23

Date

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS PART 29

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

agr_city of malibu_trancas park

Final Audit Report

2024-02-22

| | |
|-----------------|--|
| Created: | 2024-02-22 |
| By: | Alicia Harlan (alicia.harlan@playcore.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAnfGdJ3UE4DSXFj-X4skfRVK64KVPfvAJ |

"agr_city of malibu_trancas park" History

-  Document created by Alicia Harlan (alicia.harlan@playcore.com)
2024-02-22 - 5:16:46 PM GMT
-  Document emailed to Bill Stafford (bill.stafford@thesurfacinggroup.com) for signature
2024-02-22 - 5:16:54 PM GMT
-  Document emailed to Tom DiScipio (tom.discipio@thesurfacinggroup.com) for signature
2024-02-22 - 5:16:54 PM GMT
-  Email viewed by Tom DiScipio (tom.discipio@thesurfacinggroup.com)
2024-02-22 - 6:00:02 PM GMT
-  Document e-signed by Tom DiScipio (tom.discipio@thesurfacinggroup.com)
Signature Date: 2024-02-22 - 6:00:31 PM GMT - Time Source: server
-  Email viewed by Bill Stafford (bill.stafford@thesurfacinggroup.com)
2024-02-22 - 6:01:39 PM GMT
-  Signer Bill Stafford (bill.stafford@thesurfacinggroup.com) entered name at signing as William Stafford
2024-02-22 - 6:02:36 PM GMT
-  Document e-signed by William Stafford (bill.stafford@thesurfacinggroup.com)
Signature Date: 2024-02-22 - 6:02:38 PM GMT - Time Source: server
-  Agreement completed.
2024-02-22 - 6:02:38 PM GMT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss | All locations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss | All locations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PlayCore Group, Inc.

Endorsement Effective Date: 8/1/2023

SCHEDULE

Name Of Person(s) Or Organization(s): " Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

| | |
|--|-----------------------------------|
| Form No: CA 20 48 10 13 | Policy No: BUA 703895527 |
| Endorsement Effective Date: 08/01/2023 | Policy Effective Date: 08/01/2023 |
| Endorsement No: TBD; Page: TBD | Policy Page: TBD |
| Underwriting Company: CONTINENTAL CASUALTY COMPANY | |



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------|-----------|---|--|
| AGENCY MARSH USA, LLC. | | NAMED INSURED Robertson Industries, Inc. DBA Robertson Recreational Surfaces Attention: Maria Townson 2140 E. Cedar Street Tempe, AZ 85281 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company
 Policy Number: WC 7039918885
 Dates: 08/01/2023 - 08/01/2024

WC 7 39895530 - AL, CO, FL, GA, ID, IL, IN, KS, KY, ME, MD, MI, MN, MO, MT, NV, NY, NC, OK, OR, PA, SC, TN, TX, UT, VA
 WC 7 39895544 - CA
 WC 7 39918871 - AZ, OR, WI
 WC 7039918885- OH, ND, WY, WA

Workers Compensation SIR of \$150,000

BOND FOR FAITHFUL PERFORMANCE

BOND NO. 0259257

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Robertson Industries, Inc. hereinafter referred to as "Contractor" as principal, and Berkley Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of ^{One Hundred Ninety Seven Thousand} ~~One Hundred Fifty One and 31/100~~ Dollars (\$197,151.31), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

This condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City of Malibu, California, for the construction of TRANCAS CANYON PARK PLAYGROUND RESURFACING, SPECIFICATION NO. 2109, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.

BOND FOR FAITHFUL PERFORMANCE (cont'd)

IT IS FUTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, no shall any extension of time granted under the provisions of the Contract release either the Contractor of the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 22nd day of February 2024.

Robertson Industries, Inc.

Contractor

William Stafford

By William Stafford

CFO

Title

Thomas DiScipio

By Thomas DiScipio

CEO

Title

Berkley Insurance Company

Surety

Kelly O'Malley

By Kelly O'Malley, Attorney-in-Fact

FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

ARIZONA
STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this 27th day of February, 2023⁴

before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared William Stafford

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the CFO of

Robertson Industries and the same person whose name is subscribed to the within instrument as the CFO of said Robertson Industries and the said CFO of Robertson Industries

duly acknowledged to me that he/she subscribed the name of William Stafford thereto as Surety and his/her own name as William Stafford or Robertson Industries

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.



Mary Caroline Traynor
Notary Public in and for said

County and State aforesaid.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 ARIZONA }

County of MARICOPA }

On 27th before me, Mary Caroline Traynor, Notary Public
(Here insert name and title of the officer)

personally appeared William S. [unclear] & Robert [unclear] [unclear]
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.

Mary Caroline Traynor
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 New Jersey }

County of Morris }

On February 22, 2024 before me, AnnMarie Keane , Notary Public
(Here insert name and title of the officer)

personally appeared Kelly O'Malley

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.

ANN MARIE KEANE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 19, 2025

 CMA
Notary Public Signature (Notary Public Seal)
My Commission Expires: May 19, 2025

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

 Performance and Payment Bonds
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date 2/22/2024

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Robertson Industries, Inc. hereinafter referred to as "Contractor" as principal, and Berkley Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of ^{One Hundred Ninety Seven Thousand} One Hundred Fifty One and 31/100 Dollars (\$197,151.31 _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City, for the construction of TRANCAS CANYON PARK PLAYGROUND RESURFACING SPECIFICATION NO. 2109, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

BOND FOR MATERIAL SUPPLIERS AND LABORERS (cont'd)

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

WITNESS our hands this 22nd day of February, 2024.

Robertson Industries. Inc.

Contractor

William Stafford

By William Stafford

CFO

Title

Thomas DiScipio

By Thomas DiScipio

CEO

Title

Berkley Insurance Company

Surety

Kelly O'Malley

By Kelly O'Malley, Attorney-in-fact

FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

ARIZONA
STATE OF CALIFORNIA)
COUNTY OF Maricopa) SS.
CITY OF Tempe)

On this 27th day of February, 2020

before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Thomas D. Scipio

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the CEO of

Robertson Industries and the same person whose name is subscribed to the within instrument as the CEO of said Robertson Industries and the said CEO

duly acknowledged to me that he/she subscribed the name of Thomas D. Scipio thereto as Surety and his/her own name as Thomas D. Scipio

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.



Mary Caroline Traynor
Notary Public in and for said

County and State aforesaid.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Arizona }

County of Maricopa }

On 21st before me, Mary Carol Traynor, Notary Public

personally appeared William Shaffner, Robert Justice
 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.

Mary Carol Traynor
 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer _____

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Draft Bonds - City of Malibu - Trancas Canyon Park

Final Audit Report

2024-02-27

| | |
|-----------------|--|
| Created: | 2024-02-26 |
| By: | Alicia Harlan (alicia.harlan@playcore.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAeHaY-i4uruyG0zwEm9MmDi4vDahQvOUj |

"Draft Bonds - City of Malibu - Trancas Canyon Park" History

-  Document created by Alicia Harlan (alicia.harlan@playcore.com)
2024-02-26 - 8:01:14 PM GMT
-  Document emailed to Bill Stafford (bill.stafford@thesurfacinggroup.com) for signature
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