

CITY OF DANA POINT
AGENDA REPORT

Reviewed By:	
DH	X
CM	X
CA	X

DATE: NOVEMBER 30, 2005

TO: CITY MANAGER/CITY COUNCIL

FROM BRAD FOWLER, DIRECTOR OF PUBLIC WORKS AND ENGINEERING SERVICES

SUBJECT: CONTRACT AWARD TO HEISLER LANDSCAPE GENERAL ENGINEERING, INCORPORATED FOR THE REPLACEMENT OF PINES PARK PLAYGROUND EQUIPMENT AS PART OF THE GENERAL PARK REHABILITATION PROGRAM

RECOMMENDED ACTION:

That the City Council (1) find that the failure of Heisler Landscape General Engineering, Incorporated to provide a unit price to properly extend bid item number 6 neither affected the bid price nor gave Heisler Landscape General Engineering, Incorporated an unfair advantage over other bidders and, therefore, the City Council waives such irregularity; (2) award a contract to Heisler Landscape General Engineering, Incorporated in the not-to-exceed amount of \$137,583.00 for the replacement of the Pines Park Playground Equipment Project as part of the General Park Rehabilitation Program, provided that the City Manager or his designee may approve additional payment not to exceed ten percent of this amount for change orders and contingencies; (3) authorize expenditures for construction management services, soils and material testing, and construction design support for the replacement of the Pines Park Playground Equipment as part of the General Park Rehabilitation Program as noted in the Fiscal Impact Section.

ISSUES:

City staff completed the design for the Pines Park Playground Equipment Replacement Project as part of the General Park Rehabilitation Program. City staff advertised the project for construction bids and bids were received on November 16, 2005. Staff has determined the lowest responsive bid to be from Heisler Landscape General Engineering, Incorporated and recommends that a contract be awarded for the construction of the project.

BACKGROUND:

The General Park Rehabilitation Program was established by the City Council to provide a mechanism for the City to rehabilitate parks within the City's control. The City owns and operates 20 parks.

City staff has been actively addressing the deferred maintenance in many of the City's parks and programmatically making repairs. Significant progress has been made in our parks using funding from the General Park Rehabilitation Program.

The City operates nine parks that provide playground equipment. Section 115725 of the California Health and Safety Code, which is included herein as Supporting Document B, requires that a safety inspection program on all playgrounds be conducted by a National Playground Safety Institute Certified Playground Safety Inspector. The overall playground inspection program has been successful in improving the City's risk exposure in its park system. Following the initial playground audits, completed in December 1999, the number of playground safety items requiring immediate response was reduced significantly. The City also routinely addresses safety issues that are identified during our monthly and weekly inspections of playgrounds citywide.

In conjunction with the requirement under the California Health and Safety Code (Code) for inspections, Section 115730 of the Code also requires that agencies upgrade playgrounds by replacement or improvement to meet current regulations. Section 115730 reads as follows:

(a) All public agencies operating playgrounds, including a state agency, city, county, city and county, and district, shall upgrade their playgrounds by replacement or improvement as necessary to satisfy the regulations adopted pursuant to Section 115725 to the extent state funds are made available specifically for that purpose through state bonds or other means.

In an effort to comply with the Code, the City has prepared this contract for the replacement of playground equipment at Pines Park.

DISCUSSION:

Bids were received for the project and were opened by the City Clerk on November 16, 2005. Three (3) bids were received as follows:

Heisler Landscape General Engineering, Incorporated	\$ 137,583.00
Vido Samarzich, Incorporated	\$ 162,052.00
Horizons CCI Services	\$ 170,395.85

The detailed bid documents are available in the Public Works Department.

The bid submitted by Heisler Landscape General Engineering, Incorporated was totaled correctly, but the Contractor acknowledged in writing, letter included as Supporting Document C, that they did not properly provide a unit price for bid item number six (6). City staff and the City attorney reviewed the information and recommends that the Council find that the failure of Heisler Landscape General Engineering, Incorporated to provide a unit price and properly extend bid item number 6 neither affected the bid price nor gave Heisler Landscape General Engineering, Incorporated an unfair advantage over other bidders and, therefore, the City Council waives such irregularity.

Based upon the bid results and the letter received from Heisler Landscape General Engineering, Incorporated, staff is recommending that Heisler Landscape General Engineering, Incorporated be determined to be the lowest responsible bidder and that a contract be awarded to them in the not-to-exceed amount of \$137,583. The recommendation also authorizes the City Manager or his designee to approve additional payment not to exceed ten percent of this amount for change orders and contingencies.

PBS&J is available to provide construction administration and inspection for the project. It is recommended that the City Council authorize the expenditure of a not-to-exceed amount of \$19,388 for construction management services. In addition, construction design support services are also required, and it is recommended that that the City Council authorize the expenditure of a not-to-exceed amount of \$5,000 for this purpose. The construction design support services authorization will allow David Volz Design to personally inspect and assist in the construction of the project. During construction, materials testing will be required to certify the materials delivered and placed in the field. Goffman McCormick and Urban submitted a proposal for this work and staff recommends that Council consider the issuance of a purchase order to this firm in the not-to-exceed amount of \$5,000.

There is a detailed explanation of the project funding included in the Fiscal Impact section. Also, included herein as Supporting Document D is a color rendering of the proposed playground equipment for both the 2-5 and 5-12-year age group.

NOTIFICATION/FOLLOW-UP:

David Volz Design
Heisler Landscape General Engineering, Incorporated
Goffman McCormick and Urban
PBS&J

STRATEGIC PLAN IMPLEMENTATION:

In compliance with the Strategic Plan Initiative to maintain, modernize and beautify the City's infrastructure and neighborhoods, this project's goal is to replace existing playground equipment at Pines Park.

Action Document A – Contract

CITY OF DANA POINT
CONTRACT AGREEMENT
FOR

**PINES PARK PLAYGROUND
GENERAL PARK REHABILITATION PROGRAM FY 04/05
34941 CAMINO CAPISTRANO**

IN THE CITY OF DANA POINT

This Contract Agreement is made and entered into for the above-stated project this _____ day of _____, 20____, BY AND BETWEEN the City of Dana Point, as CITY, and Heisler Landscape General Engineering, Incorporated, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Construction Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure 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.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the 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. Said compensation shall not exceed One-hundred thirty seven thousand five hundred and eighty three dollars and zero cents (\$137,583.00), provided that the City Manager or his designee may approve additional payment not-to-exceed 10% of this amount for change orders and for contingencies.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

The CONTRACTOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Contract. The CONTRACTOR shall at all times observe and comply with all such laws and regulations. The CITY, and its officers, employees, and agents shall not be liable at-law or in-equity occasioned by failure of the CONTRACTOR to comply with this Section.

The CONTRACTOR assures CITY that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring 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 certifies compliance with such provisions.

CONTRACTOR further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of worker needed to execute this Contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

CONTRACTOR hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Labor Code Section 3700, he/she/it will be required to secure the payment of compensation to his/her/its employees.

ARTICLE VII

CONTRACTOR acknowledges that, in accordance with Labor Code Section 1777.5, he/she/it will be held responsible for compliance with the provisions of this Section for all apprentice-able occupations.

ARTICLE VIII

CONTRACTOR hereby waives for himself/herself/itself and for CONTRACTOR's Subcontractors any right CONTRACTOR may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 *et seq.*

ARTICLE IX

CONTRACTOR acknowledges and agrees that CONTRACTOR must have all appropriate CONTRACTOR's licenses. CONTRACTOR further warrants and represents that he/she/they has/have the appropriate CONTRACTOR's license to pursue the work hereunder. CONTRACTOR's failure to have or maintain all appropriate licenses during the entire term of this Contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by CITY. CONTRACTOR shall be liable for all CITY's costs to complete the work and this Contract.

ARTICLE X

Hazardous Waste or Other Unusual Conditions. If the Contract involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall promptly, and before the following conditions are distributed, notify CITY, in writing, of any:

- A. **Hazardous Waste.** Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. **Differing Conditions.** Subsurface or latent physical conditions at the site differing from those indicated.

- C. Unknown Physical Conditions.** Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the Contract.

CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's costs of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this Contract.

In the event that a dispute arises between CITY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE XI

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

To CITY:	CITY OF DANA POINT Attention: City Clerk 33282 Golden Lantern # 203 Dana Point, CA 92629
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To CONTRACTOR:	Heisler Landscape General Engineering, Incorporated Attention: Mr. Keith Heisler P.O. Box 2002 Orange, CA 92859
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ARTICLE XII

The CITY and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

ARTICLE XIII

Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the CITY. CONTRACTOR covenants and agrees that he/she has made himself/herself aware of Public Contract Code Sections 4100 *et seq.* pertaining to the identification and use of Subcontractors in the bid submitted and CONTRACTOR is fully aware and knowledgeable of the liability to the CONTRACTOR for violations of said Sections of the Public Contract Code.

ARTICLE XIV

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

No employee benefits shall be available to CONTRACTOR in connection with the performance of this Contract. Except for the fees and other payments paid to CONTRACTOR as provided in the Contract, CITY shall not pay salaries, wages, or other compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

ARTICLE XV

CONTRACTOR agrees to protect, indemnify, defend and hold harmless CITY and all of its officers, agents and employees from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE XVI

CONTRACTOR agrees to endorse general and umbrella liability coverage required herein to include the City as additional insured under the insurance coverage required here using standard ISO endorsement number CG 20 10 attached to an ISO-CGL policy with an edition date of 1991 or earlier and which does not limit the scope of coverage for the additional insured to vicarious liability or to the additional insured's supervision of a given project and which allows coverage to apply to the additional insured to the full extent provided by the policy. In no event will the CONTRACTOR use an additional insured endorsement with an edition date of 1993 or later.

CONTRACTOR also agrees to require all contractors, subcontractors and anyone else involved in any way with the project contemplated by this Contract Agreement to do likewise.

ARTICLE XVII

This Contract is entered into for the sole benefit of CITY and CONTRACTOR, and their successors, transferees, and assigns. No other person shall have any right of action based upon any provision of this Contract and no third party beneficiaries shall be created thereby.

ARTICLE XVIII

If any term, provision, condition, or covenant of this Contract, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Contract as amended shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XIX

This Contract may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed an original or deemed or presumed delivered unless and until the counterpart executed by the other party to this Contract is in the physical possession of the party seeking enforcement thereof.

ARTICLE XX

This Contract contains the complete, final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the modification, amendment, or alteration in violation hereof shall be void.

ARTICLE XXI

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR: _____

(Title)

Contractor's License No. _____ Class _____

Federal Tax Identification No. _____

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED. SEE FOLLOWING PAGE FOR NOTARY ACKNOWLEDGEMENT.

CITY OF DANA POINT

By: _____
Doug Chotkevys, City Manager

ATTEST:

By: _____
Elizabeth Ehring, City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Munoz, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 }
COUNTY OF _____ }

On _____, 200__ before me, _____, personally appeared
, ___ personally known to me or ___ proved to me on the basis of satisfactory evidence to be the person whose name
is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

(Notary Seal)

WITNESS my hand and official seal.

Notary Public

OPTIONAL INFORMATION

*Though law does not require the data below, it may prove valuable to persons relying on the document and could
prevent fraudulent reattachment of this form.*

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

Individual
 Corporate Officer

Title
 Partners Limited
 General

Other

Title of type of document

Number of Pages

Date of Document

Signer is representing:
Name of person or entity

Signer(s) other than named above

Supporting Document B – Health and Safety Code**HEALTH AND SAFETY CODE
SECTION 115725-115750**

115725. On or before January 1, 1992, the state department, in consultation with the office of the State Architect, the California Parks and Recreation Society, the League of California Cities, the Department of Parks and Recreation, the State Department of Education, and the California Council of the American Society of Landscape Architects, shall adopt regulations for the design, installation, inspection, maintenance, and supervision where appropriate, and training of personnel involved in the design, installation, and maintenance, of all playgrounds either operated by public agencies, including a state agency, city, county, city and county, school district, and any other district, or operated by any entity where the playground is open to the public. Those regulations shall meet the standard of care imposed by courts of law on playground operators, and shall, at a minimum, impose guidelines and criteria that shall be at least as protective as the guidelines in the Handbook for Public Playground Safety produced by the United States Consumer Products Safety Commission, shall give due consideration to any successor to the Handbook for Public Playground Safety that may be published, and shall include more protective requirements where the state department finds those guidelines will provide inadequate protection. The regulations shall include special provisions for playgrounds in day care settings, that shall be developed in consultation with the State Department of Social Services and the California Children's Lobby, and that shall be appropriate for children within the range of ages in day care settings. The state department shall not be responsible for enforcement of any regulations pursuant to this section.

115730. (a) All public agencies operating playgrounds, including a state agency, city, county, city and county, and district, shall upgrade their playgrounds by replacement or improvement as necessary to satisfy the regulations adopted pursuant to Section 115725 to the extent state funds are made available specifically for that purpose through state bonds or other means. All other entities operating playgrounds open to the public shall upgrade their playgrounds by replacement or improvement, as necessary to satisfy the regulations adopted pursuant to Section 115725, on or before January 1, 2003.

(b) (1) Subdivision (a) and the regulations adopted pursuant to Section 115725 shall not apply to playgrounds installed between January 1, 1994, and December 31, 1999. Those playgrounds shall be subject to the requirements to upgrade set forth in this subdivision until 15 years after the date those playgrounds were installed, at which time those playgrounds shall be subject to subdivision (a) and the regulations adopted pursuant to Section 115725.

(2) All public agencies operating playgrounds installed between January 1, 1994, and December 31, 1999, shall upgrade those playgrounds by replacement or improvement as necessary to satisfy criteria that are at least as protective as the guidelines in the Handbook for Public Playground Safety, Publication Number 325, United States Consumer Product Safety Commission, November 1994, to the extent that state funds are made available specifically for that purpose through state bonds or other means.

(3) All other entities operating playgrounds open to the public and installed between January 1, 1994, and December 31, 1999, shall upgrade those

playgrounds by replacement or improvement as necessary to satisfy criteria that are at least as protective as the guidelines in the Handbook for Public Playground Safety, Publication Number 325, United States Consumer Product Safety Commission, November 1994, on or before January 1, 2003.

(c) Before October 1, 2000, all public agencies operating playgrounds and all other entities operating playgrounds open to the public shall have a playground safety inspector, certified by the National Playground Safety Institute, conduct an initial inspection for the purpose of aiding compliance with the requirements to upgrade set forth in subdivision (a) or (b), as applicable. Any inspection report may serve as a reference when the upgrades are made, but is not intended for any other use.

(d) This section shall not affect the liability or absence of liability of playground operators.

115735. For purposes of this article, all of the following shall apply:

(a) An "entity operating a playground open to the public" shall include, but not be limited to, a church, subdivision, hotel, motel, resort, camp, office, hospital, shopping center, day care setting, and restaurant. An "entity operating a playground open to the public" shall not include a foster family home, certified family home, small family home, group home, or family day care home, which is licensed and regulated to meet child safety requirements enforced by the State Department of Social Services.

(b) "Playground" shall refer to an improved outdoor area designed, equipped, and set aside for children's play that is not intended for use as an athletic playing field or athletic court, and shall include any play equipment, surfacing, fencing, signs, internal pathways, internal landforms, vegetation, and related structures.

(c) "Supervision" shall include all general and specific supervision necessary to protect children from unreasonable risk of harm from site hazards, the acts of other children, or the use of the playground in a way that was not intended by the designer or manager of the playground. The regulations required pursuant to this article shall not expand on the periods or circumstances when supervision shall be provided beyond the periods or circumstances already determined to be within the existing standard of care to which a playground operator is held.

115736. (a) The State Department of Social Services shall convene a working group to develop recommendations for minimum safety requirements for playgrounds at child care centers.

(b) The working group shall include, but not be limited to, child care center operators, including representatives of the Professional Association for Childhood Education, the California Child Care Health Program, the Children's Advocacy Institute, the State Department of Health Services, and certified playground inspectors.

(c) The working group shall use the national guidelines published by the United States Consumer Product Safety Commission and those regulations adopted pursuant to this article as a reference in developing its recommendations. However, the Department of Social Services shall determine minimum safety requirements that are protective of child health on playgrounds at child care centers.

(d) The working group shall submit its playground safety recommendations to the State Department of Social Services by September 1, 2001.

(e) The working group shall submit its recommendations to the

Legislature by November 1, 2001.

115740. Regulations adopted pursuant to this article shall include special provisions where appropriate, as determined by the state department, for the needs of the developmentally disabled in state institutions, pursuant to Division 4.1 (commencing with Section 4400) of, and Division 4.5 (commencing with Section 4500) of, the Welfare and Institutions Code, and in community care facilities, and other public and private institutions that provide residential or day care specifically for the developmentally disabled.

115745. (a) After the effective date of the regulations adopted pursuant to this article, no state funding shall be available for the planning, development, or redevelopment of any playground, unless the playground, after completion of the state-funded project, will conform to the applicable regulations adopted pursuant to this article. However, where state funds have been appropriated to, or allocated for, a playground project prior to the effective date of the regulations but the regulations become effective prior to the completion of the project, that funding shall be maintained, as long as the playground is altered to conform to the regulations to the extent the alterations can be made without adding significantly to the project cost.

(b) After the date by which an entity is required to conform its playground to satisfy regulations adopted pursuant to this article, no state funding shall be available for the operation, maintenance, or supervision of the playground unless the playground conforms to the applicable regulations adopted pursuant to this article.

115750. All new playgrounds open to the public built by a public agency or any other entity more than six months after the effective date of the regulations adopted pursuant to this article shall conform to the requirements of those regulations. Where the playground developer knows of the regulations before undertaking any expenses related to designing or building the playground, this six-month grace period shall not apply.

Supporting Document C – Letter from Heisler Landscape General Engineering

NOV-17-2005 11:46 AM HEISLER.GEN.ENG.INC

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**Heisler Landscape
General Engineering, Inc.**P.O. Box 2002
Orange, CA 92859Phone: (714) 633-4405
FAX: (714) 633-3217
E-mail: PlayBulldR@aol.com

FAX


Name: Matthew Sinacori
Organization: City of Dana Point
Fax: 949 248-7372
Phone: 949 248-3554
From: Keith Heisler
Date: 11/17/05
Subject: Pines Park Playground
Pages: 01

Comments:

Please be advised that a clerical error was made on our proposal form which was submitted to The City of Dana Point on November 16, 2005. Please note that Item #6 shows a unit price of \$3,380.00 with an extended amount of \$3,380.00. The line item should read as a unit price of \$65.00 with an extended amount of \$3,380.00. This clarification has no effect on the total bid amount.

Feel free to contact me with any questions or comments.

Thank You
Keith Heisler


(714)448-1417

Supporting Document D – Color Renderings of Playground Equipment

Hard copy provided