

AGREEMENT

(Design-Build)

COYOTE POINT - PLAYGROUND REPLACEMENT PROJECT

THIS AGREEMENT, dated this 10th day of March, 2026, by and between McGuire and Hester whose place of business is located: 9009 Railroad Avenue, Oakland, CA 94603 ("Design-Build Entity" or "DBE"), and the County of San Mateo ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California for preconstruction and construction services ("Work") for the Coyote Point - Playground Replacement Project ("Project") in accordance with the Contract Documents. By executing this Agreement, each of the Signatories represents that they have the authority to bind the Party on whose behalf the execution is made.

COUNTY OF SAN MATEO

Design-Builder:
McGuire and Hester
9009 Railroad Avenue
Oakland, CA 94603

By:

President, Board of Supervisors, San Mateo County

By: 
(Signature)

Date:

Name: Bruce Daseking, VP of BD

ATTEST:

Telephone No.: 510-632-7676

Facsimile No.: 510-562-5210

By:

Email: estimating@mcguireandhester.com

Clerk of Said Board

CA License No.: 95879

DIR Registration No.: 1000000033

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS

TABLE OF EXHIBITS

All Exhibits set forth below are incorporated into the Agreement.

Exhibit 1	Supplemental Conditions
Exhibit 2	Bridging Contract Documents
Exhibit 2A	Criteria Document
Exhibit 2B	Site Survey with underground utilities
Exhibit 2C	Geotechnical Report
Exhibit 2D	Site Logistic Plan
Exhibit 2E	ADA Survey
Exhibit 3	Scope of Work
Exhibit 3A	Scope of Work
Exhibit 4	Price Proposal
Exhibit 4A	Price Proposal
Exhibit 4B	Schedule of Values
Exhibit 5	Personnel & Equipment
Exhibit 5A	Staffing Plan
Exhibit 5B	Key Personnel
Exhibit 6	Schedule and Site Logistics Plan
Exhibit 6A	Project Baseline Schedule
Exhibit 6B	Removed
Exhibit 7	Conceptual Design Documents
Exhibit 8	Design-Builder's Proposal
Exhibit 9	Grant Agreement No. B-024-CP-CA-0283

Table of Contents

1. GENERAL	4
2. THE DESIGN-BUILD TEAM AND RELATIONSHIP OF THE PARTIES	4
3. CONTRACT DOCUMENTS.....	6
4. OWNER’S OBLIGATIONS	7
5. DESIGN-BUILDER’S OBLIGATIONS.....	9
6. SUBCONTRACTORS	18
7. COMPENSATION	20
8. CONTRACT TIME	21
9. CHANGES.....	23
10. PAYMENT	25
11. INDEMNIFICATION.....	28
12. INSURANCE AND BONDS	31
13. WARRANTY OF THE WORK.....	33
14. OWNERSHIP AND USE OF DOCUMENTS.....	35
15. ACCOUNTING RECORDS	36
16. TERMINATION, SUSPENSION AND ABANDONMENT	37
17. MISCELLANEOUS PROVISIONS.....	38

DESIGN-BUILD AGREEMENT

This Design-Build Agreement (“**Agreement**”) is executed as of March 10th, 2026 (“**Effective Date**”) by and between the “**Owner**” and “**Design-Builder**” for completion of the “**Project**.” The Owner and Design-Builder may collectively be referred to as “**the Parties**.”

Owner:

County of San Mateo
455 County Center, 4th Floor
Redwood City, CA 94063

Design-Builder:

McGuire and Hester
9009 Railroad Avenue
Oakland, CA 94603

Project:

Coyote Point – Playground Replacement and Improvement of Surrounding Areas

The Owner and Design-Builder agree as set forth below:

1. GENERAL

- 1.1 **Definitions.** All defined terms will be capitalized throughout the Agreement. The definitions for this Agreement appear in alphabetical order in Section 1 of the “**Supplemental Conditions**” to the Agreement and may also be set forth herein for convenience as defined terms the first time the term is used.
- 1.2 **Project Description.** The Project involves **Preconstruction Stage Services and Construction Stage Services** to design and construct a replacement playground structure and improvement of surrounding areas at Coyote Point, located at 1701 Coyote Point Drive, San Mateo, CA 94401 (“**Project**”) according to the Conceptual Plan and Project Criteria Documents attached hereto as Exhibits 2A and 2B respectively.
- 1.3 **Project Delivery.** The Project will be delivered using a design-build delivery method pursuant to Sections 22160, et seq., of the California Public Contract Code.

2. THE DESIGN-BUILD TEAM AND RELATIONSHIP OF THE PARTIES

- 2.1 **Design-Build Team.** The Design-Builder is responsible to the Owner for completion of the Project. The Design-Build Team includes all team members providing services for or on behalf of the Design-Builder, and is comprised of, at a minimum, the “**General Contractor**,” the “**Design Professionals**” and “**Design-Build Subcontractors**,”. All “**Design Services**” will be performed by the Designer of Record and/or other design consultants (collectively, “**Design Professionals**”). The Design-Builder shall name the Owner as a third-party beneficiary to all design service agreements and/or design-build subcontracts and the parties agree that the Owner is an intended third-party beneficiary of such contracts. The Design-Build Team is currently comprised of the entities identified in **Exhibit 5B Key Personnel**.

- 2.2 Licensing.** Design-Builder must possess a valid California state class “A” or “B” General Contractor license during the entire term of this Agreement. All members of the Design-Build Team must possess the appropriate California state design licenses for their particular discipline. Subcontractors must all possess the appropriate California state specialty license for their particular trade. Nothing in this Agreement will require a Design-Build Team member, or any of their respective Consultants or Subcontractors, to perform any portion of the Work outside of their respective licenses or contrary to Applicable Law.
- 2.3 Good Faith.** The Design-Builder will perform all Work under this Agreement in compliance with each of the following requirements: (i) use its best skill and judgment in pursuit of the Project; (ii) furnish effective and efficient design, construction administration and supervision; (iii) furnish at all times an adequate supply of “**Skilled Labor**” and materials; and (iv) perform the Work in the most expeditious and economical manner consistent with the Bridging Contract Documents in **Exhibit 2**, and good engineering practices.
- 2.4 Standard of Care.** The Design-Builder warrants that it possesses the design and construction licenses and expertise required for this Project under Section 2.2 and will use the same degree of care and skill customarily used by California state licensed professionals performing similar services for residential construction projects in the state of California.
- 2.5 Collaboration.** Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement. Design-Builder and its Design Professionals, Subcontractors, suppliers, and equipment vendors will perform their respective portions of the Work using collaborative tools and methods. The Design-Build Team will actively participate and collaborate with Owner to achieve best value, optimal design, increased labor efficiency, and elimination of waste and re-work. The Design-Builder will collaborate with Owner to develop the design within the Contract Price, and to ensure that the design satisfies the Bridging Contract Documents.
- 2.6 Communications.** All communications from the Design-Builder shall be directed to Owner via the Owner’s Project Manager, Mike Wassermann, and others as designated and directed by the Owner’s Project Manager.
- 2.7 Relationship of the Parties.** The Design-Builder’s relationship with the Owner is that of an independent contractor whose involvement in the Project is to act solely in the capacity of a California licensed design professional and general contractor and not as an agent, fiduciary, partner, member of, subsidiary of, or otherwise affiliated with the Owner.
- 2.8 Responsibility.** Design-Builder acknowledges and agrees that it is solely responsible to Owner for the sufficiency, quality, adequacy and completeness of the Work, and that Design-Builder is responsible for any acts, errors, or omissions of the Design-Builder’s principals, employees, agents, and/or any other parties either directly or indirectly in privity of contract with Design-Builder including, but not limited to, the Designer of Record and other Design Professionals, Subcontractors, suppliers, equipment vendors, and their agents and employees, and other persons performing any portion of the Work on behalf of Design-Builder.

- 2.9 Conflicts of Interest.** Design-Builder warrants that it is not aware of any existing conflicts of interest under Applicable Law that would prevent any member of the Design-Build Team from participating in the Project. Design-Builder has an ongoing obligation to monitor and disclose conflicts or potential conflicts of interest. If an organizational conflict of interest is discovered, the Design-Builder must make an immediate and full written disclosure to the Owner that includes a description of the action that the Design-Builder has taken or proposes to take to avoid or mitigate the conflict. If the contract is terminated due to a conflict of interest that existed at the time of the award, the Owner has no obligation, responsibility or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Design-Builder.

3. CONTRACT DOCUMENTS

- 3.1 Contract Documents.** The “**Contract Documents**” consist of this Agreement, the Supplemental Conditions, and all other Exhibits attached to this Agreement, all subsequent modifications through amendments and change orders executed by Owner and Design-Builder, and the Construction Documents to be developed by the Design-Builder.
- 3.2 Interpretation and Intent.** The intent of the Contract Documents is to include all items necessary for proper completion of all Work within the “**Contract Time**” and within the “**Contract Price**.” The Contract Documents are intended to be complementary and what is required by any one of them is as binding as if called for by all of them.
- 3.3 Sufficiency of Contract Documents.** The Design-Builder acknowledges that all documents and materials submitted by the Owner to the Design-Builder in connection with the process culminating in the execution of this Design-Build Agreement, are complete and sufficient to have enabled the Design-Builder to determine the cost of the Work in order to enter into this Agreement. The Design-Builder confirms that it has examined the site and all physical, legal and other conditions affecting the Work and is fully familiar with the site and with such conditions. The Design-Builder specifically represents to the Owner that it has examined (a) the nature, location, and character of the Project and the site, including, without limitation, the surface conditions of the site and subsurface conditions of the site to the extent that such conditions affect the design and constructability of the Project, and all structures and obstructions on the site and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (b) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents.

Design-Builder further acknowledges that it must completely familiarize themselves with the Grant Agreement No. B-24-CP-CA attached hereto as **Exhibit 9**. Design-Builder to self-certify compliance with the Grant Agreement requirements.

In connection with the foregoing, and having carefully examined all Contract Documents, and having examined the site, the Design-Builder acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Contracts

Documents and agrees that if it becomes aware of any such discrepancies, omissions, ambiguities or conflicts, it shall promptly notify the Owner thereof.

3.4 Order of Precedence. In the event of inconsistencies between requirements contained in different components of the Contract Documents, the content of each document listed below prevails over any inconsistent content in any document listed below it:

- 3.4.1** Amendments of the Design-Build Agreement;
- 3.4.2** Change Orders approved by Owner;
- 3.4.3** The Design-Build Agreement executed between Owner and Design- Builder not including Exhibits;
- 3.4.4** Project Baseline Schedule, as approved by Owner and updated pursuant to Section 8.2 of this Agreement;
- 3.4.5** The Scope of Work set forth in **Exhibit 3** to the Agreement;
- 3.4.6** The Supplemental Conditions included in **Exhibit 1** to the Agreement;
- 3.4.7** The Bridging Contract Documents included as **Exhibit 2**;
- 3.4.8** The Community Project Funding Grant Agreement No. B-24-CP-CA-0283 included as **Exhibit 9**.
- 3.4.9** 100% Construction Documents developed by Design-Builder;
- 3.4.10** All other Exhibits to the Design-Build Agreement and all other Contract Documents not listed above;
- 3.4.11** Proposal submitted by Design-Builder.

4. OWNER'S OBLIGATIONS

- 4.1 Information and Documents.** The Owner may make various Background Documents related to the Project available to the Design-Builder, including but not limited to any surveys and other information that describe the Project Site as well as schedule requirements, budget constraints and other criteria, and procurement schedules. Any Background Documents provided are for information only and will not be included as part of the Contract Documents.
- 4.2 Bridging Contract Documents.** The "Bridging Contract Documents," consisting of the Design Criteria, both included in **Exhibit 2** to this Agreement, were developed by the Owner to provide an understanding of the baseline design requirements for the Project. The Bridging Contract Documents, along with other information provided during the RFP and proposal process, provides a basis for the Contract Price, initial Project Baseline Schedule, and initial design work. The Design-Builder must conduct all Work in accordance with the Bridging Contract Documents.

- 4.3 Ownership of Facilities.** The Owner will own the Facilities, and control easements on which certain Facilities are to be built. Owner will provide Design-Builder with access to the Work site and easements for the purpose of fulfilling its obligations under this Agreement.
- 4.4 Governmental Approvals.** The Design Builder will be responsible for obtaining the permits and approvals for the Project facilities. Owner shall reimburse the Design Builder without mark-up for all permits and fees associated with this work. Design-Builder's responsibility for permits, licenses, and approvals is set forth in Section 5.5.
- 4.5 Owner's Project Manager.** Owner's interests on the Project will be represented by the Owner's Project Manager, Todd Mortensen, as well as any other individuals identified from time to time by the Owner. The Project Manager is authorized to act on the Owner's behalf with respect to the daily operations of the Project, including, without limitation, review of Work, invoices, claims, change orders, and submittals, or may delegate authority to another representative. For simplicity, where this Agreement refers to the Owner, Design- Builder may assume that the Project Manager is the appropriate point of contact. Where necessary, the Project Manager will elevate issues to the County Board of Supervisors or to appropriate executives.
- 4.6 Stop Payment Notice.** The Owner will comply with all stop payment notices submitted in compliance with applicable laws by withholding appropriate amounts from payments otherwise due to Design-Builder or otherwise responding consistent with legal requirements.
- 4.7 Separate Contracts.** The Owner reserves the right to perform construction, maintenance, and operations related to the Project with the Owner's ownforces, and to award contracts for work that lies outside of the Design-Builder's Project Scope of Work. The Design- Builder and Owner will coordinate to allow for any other separate contracts to be performed, and to minimize interference with the Work and the work that the Owner is having performed through separate contract or contracts. Design-Builder shall perform all Work in such a manner as to avoid any material interruption of Owner's existing operations, including, without limitation, use of the athletic fields. When performing construction, maintenance, or operations related to the Project, the Owner agrees that its separate contractors will be subject to the same obligations as the Design- Builder with respect to insurance, indemnification, safety, protection, inspections and non-conforming work. The Owner will remain responsible to the Design- Builder for any delays to the Contract Time or cost impacts resulting from work performed by its separate contractors. Any cost and/or time impacts will be addressed through the Change Order process set forth in Section 9.
- 4.8 Timeliness.** In order to avoid any impacts to the Contract Time, information or services under the Owner's control, including reviews and approvals, will be furnished within the timeframes set forth in the Contract Documents.
- 4.9 Owner Direct Payments.** In case of a material breach by the Design-Builder, the Owner hereby retains the right to make direct payment to Subcontractors and Design Professionals, less retention, and to deduct the amounts from future payment requests from Design-Builder. Owner shall give Design-Builder notice and a reasonable opportunity to cure the material breach before exercising any rights described in this Section 4.9.

5. DESIGN-BUILDER'S OBLIGATIONS

5.1 Design-Build Services. Design-Builder will provide all labor, materials and equipment necessary to complete the Work in compliance with the Contract Documents as described in further detail in the Scope of Work included in **Exhibit 3**. Unless otherwise provided in the Contract Documents, the Design- Builder shall provide or cause to be provided, and shall pay for services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

5.2 Preconstruction Stage Services – Preparation of Design and Construction Documents. Design-Builder will work collaboratively with Owner to validate Schematic Design (**Exhibit 7**), propose alternatives where such alternatives create value to the Owner, evaluate design and construction phasing alternatives, and potential early work packages. Design Builder to produce Schematic, Design Development, and Construction Documents for the Project in accordance with: Criteria Documents (**Exhibit 2**), its attachments, and supporting documents: Site Survey, Geotechnical Report, Logistic Plan; and Scope of Work (**Exhibit 3**). Also, complete design per meetings with the County for input, conformance with Criteria Documents, and approval at each design phase for the schematic design, design development, construction phase documents.

5.2.1 Conduct of Design Services. Prior to starting the Conceptual Design, DBE were required to have conducted site investigations and familiarize themselves with the existing conditions and supporting documents provided by the County. The Design-Builder must perform all design- services, including Design, engineering and other design professional services, consistent with applicable state licensing laws, and through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Professionals, and in accordance with the standard of care described in Section 2.4. The Design-Builder's Designer shall be the Designer-of-Record.

5.2.2 Alternative Conceptual Design. Upon award of this contract, the Design-Builder must prepare an alternative or second Conceptual Design that can be achieved within the same Target Cost. Parks will then conduct a Community outreach process to seek feedback on their preferences of the 2 conceptual designs. Once the Conceptual design is selected, then the DBE will be directed to proceed to the Schematic Design phase. There may be a need to slightly alter the design based on the Community feedback. However, any requested changes will need to have cost adjustments or be cost neutral.

5.2.3 Schematic Design. Prepare Schematic Design Documents based on the approved (or approved as noted) Conceptual Drawings, site observations, Criteria Document and supporting documents. Include site layout drawings for approval by the County. Attend review meetings with the County and incorporate conformance review comments.

5.2.4 Design Development. Upon the County's written acceptance of the Schematic Design Documents, prepare Design Development Documents for approval by

the County from the Criteria Documents, including related Design, structural, and civil plans. Attend review meetings with the County and incorporate conformance review comments.

5.2.5 Construction Documents. Upon the County's written acceptance of Design Development Documents, prepare 100% complete construction documents for review and written approval by the County prior to submitting for permitting. Perform quality assurance/quality control and constructability reviews of the documents prior to submitting to the County. The County will perform its own constructability and conformance reviews. The 100% Construction Documents shall consist of complete detailed working drawings and Specifications addressing required materials, products, equipment, their installation and operation, quality assurances, reference standards, product data, warranty data, etc. These 100% Construction Documents shall contain all required drawings and Specifications completed in detail sufficient to construct the Project, confirm conformance with Bridging Contract Documents, and obtain agency approvals. The 100% Construction Documents shall be consistent with approved interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. Design-Builder shall remain responsible for correcting any deviation from the Bridging Contract Documents, whether discovered prior to or during construction work. Attend meetings with the County and incorporate review comments prior to submitting for permitting purposes.

5.2.6 Permitting. No building permits are required.

5.2.7 Any other services that are reasonable and necessary for design and permitting of the Project, including close-out with local jurisdictional agencies.

5.3 Construction Stage Notice to Proceed. Prior to commencing any work on the Construction Stage of the Project, the Design-Builder will submit a Final Design Package to Owner that Design-Builder proposes would govern the Construction Stage work. The Final Design Package shall be comprised of the following documents: 1) the 100% Construction Documents; 2) a Construction Stage project schedule; 3) all documents required as part of the Project Manual for Construction Stage Work, including a number of forms and plans (Safety Plan, Traffic Control Plan, Quality Control Plan, various mitigation plans) to be identified by Owner and developed by Design-Builder during the course of the Preconstruction Stage; and 5) any other documents or materials reasonably required by Owner. Design-Builder must submit electronic set in both PDF and executable format. Owner shall review the Final Design Package in order to determine whether this Design-Build Agreement provides Owner with the best value for completing the Construction Stage of the Project. Owner reserves the right to take any of the following actions in response to the proposed Final Design Package submitted by Design-Builder.

5.3.1 Owner may elect to proceed with the Construction Stage of this Agreement by delivering to the Design-Builder a written Notice to Proceed with Construction (the "NTP"), Builder elect to proceed with the Construction (in reasonably acceptable form), Building Permit and Clearance of Bird Nesting. Design-Builder will coordinate in good faith and in a commercially reasonable manner with respect to securing the Building Permit and the Clearance of Bird Nesting.

5.3.2 The Owner may notify the Design-Builder of any objections to the Final Design Package within fourteen (14) calendar days after their submittal. In the event that the Owner makes objections to the 100% Construction Documents, the Design-Builder may complete, correct and/or modify the 100% Construction Documents in question and resubmit the Final Design Package to the Owner. If the need for re-submittal of the Final Design Package (or any part of it) shall not be due to a change requested by the Owner in the Final Design Package, then the Design- Builder shall have ten (10) calendar days within which to correct, complete and re-submit the Final Design Package, but there shall be no extension of the dates in the Project Baseline Schedule. In the event the Owner shall request any change in the Final Design Package that represents a change in the Scope of Work, such request may require an adjustment of time and compensation pursuant to a Change Order.

5.3.3 The Owner may elect not to proceed with the Construction Stage of this Agreement in its sole discretion, and may take such action without cause and for its own convenience whether or not the Owner elects to have the project constructed, terminate the Agreement with Design- Builder for convenience in accordance with Article 16.3, and take possession of the 100% Construction Documents and all other design documents and related work product developed by Design-Builder for potential award to a separate contractor.

5.4 Construction Stage Services. Design-Builder shall proceed to execute and complete the Construction Stage services only upon issuance by the Owner to the Design- Builder of a NTP and other Documents set for the in Section 5.3.1 of this Agreement with the construction phase of the Work. Design-Builder will provide all Construction Stage Services required for the Project. Design-Builder's construction stage services will also include each of the responsibilities summarized below.

5.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design- Builder to complete the Construction Stage Services consistent with the Contract Documents.

5.4.2 Design-Builder is responsible for demolition and removal of all existing improvements necessary for construction of the Project. A separate Notice to Proceed may be issued for the Demolition concurrent with the end of the design phase.

5.4.3 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

5.4.4 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work at the Site with separate contractors under Owner's control, Design- Builder agrees to reasonably cooperate and coordinate its

activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption to the Work or the work that the Owner is having performed by separate contractors.

5.4.5 Design-Builder shall fully comply with all environmental and permit mitigation requirements set forth in these Contract Documents, including, without limitation, remediation of all hazardous materials, including preexisting hazardous materials, at the Project Site.

5.4.6 Design-Builder must promptly remove from the Project Site, or from property adjacent to the site of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and construction waste, including waste from demolition of existing structures and improvements, to permit Design-Builder to perform its Construction Stage Services efficiently, safely and without interfering with the use of adjacent property. In particular, the Design-Builder shall keep the Project Site clean to maintain safe access and to avoid fire hazard. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction waste, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project for its intended use. Upon Substantial Completion of the Work, Design-Builder shall return the premises to its pre-existing condition or better, based on a preconstruction survey to be performed by Design-Builder.

5.5 Governmental Approval Services. No building permit is required. However, Design-Builder is responsible for compliance with all applicable codes and obtaining all other permits, licenses, and approvals necessary for the completion of the Work.

5.5.1 Review of Approvals. Owner reserves the right to review any submittals and final terms and conditions of permits, licenses, and approvals obtained pursuant to this Section 5.5, and to deal directly with any agencies responsible for the approvals. Design-Builder will be entitled to an extension of time to the extent that a delay is caused by Owner's unreasonable delay in reviewing and/or approving such approvals.

5.5.2 Permit Documents. Only documents prepared for or by Design-Builder for this project may be used for obtaining building permits for construction. No drawings or specifications prepared by the Owner or by the Project Manager or by their representatives shall be used for permits or construction without the Owner's and the Project Manager's prior written permission in each instance.

5.6 Project Support Services. Owner may require Design-Builder to provide other incidental services relating to the Project, including, without limitation, public outreach, and presentations at Board of Supervisor meetings. The parties acknowledge and agree that, to the extent that the services described in this Section 5.6 are, in fact, incidental, the Design-Builder shall perform them without additional compensation. In the event that the Owner requests services pursuant to this Section 5.6 and the Design-Builder asserts that such services are not incidental, the Design-Builder shall promptly, and before performing any such work, notify the Owner of its contention and shall provide any supporting documentation. Owner shall promptly respond to any such notice from the

Design-Builder and the parties shall meet and confer in good faith regarding any disagreements with respect to services under this Section 5.6.

- 5.7 Site Investigations.** By executing this Agreement, the Design-Builder represents that it has visited the Project premises, and is familiar with the local conditions under which the Work is to be performed.
- 5.8 Test and Inspections.** The Design-Builder shall be responsible for and coordinate any and all inspections required by any governmental body that has jurisdiction over the Project. Failure to obtain any permits, licenses, or other approvals because of the failure of the Design-Builder to conform to this paragraph will not extend the Contract Time and the contractor shall not be entitled to an increase in the Contract Price therefore. Further, the Design-Builder shall be liable to the Owner for any financial damage such failure may cause the Owner. The Owner will pay for all testing and inspection including the special inspections, structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents, however, the Design-Builder shall be responsible for costs related to any tests required for corrective work.
- 5.9 Coordination with Owner and Owner's Separate Contractors.** The Design-Builder will coordinate its Work with any of Owner's employees or contractors performing work in the vicinity of the Project Site.
- 5.10 Sole Responsibility.** The Design-Builder acknowledges and agrees that it is solely responsible to the Owner for the sufficiency, quality, adequacy and completeness of all services performed by the Design-Builder, including, without limitation, design work (whether during the Preconstruction Stage or Construction Stage), and construction services. Design-Builder is responsible for any acts, errors, or omissions of the Design-Builder, its Design Professionals, its Subcontractors, employees, agents, and/or any other parties either directly or indirectly in privity of contract with Design-Builder including, but not limited to, the "Design-Build Team" identified in Section 2.1, second tier-subcontractors, and vendors who are performing any portion of the Work. The Design-Builder's design must meet the minimum design requirements as defined by the Bridging Contract Documents, and all other design requirements included in the agreement. The Owner may review (at its sole discretion) and as it may deem necessary or desirable, the design at specific design development milestones for consistency and compliance with such design requirements. If the Owner shall elect to review any such documents, it shall be entitled (but not obligated) to limit its review to a cursory review or to such review as may be required to enable the Owner to determine rate of progress. Owner's review and/or approval submittals, including, without limitation, interim and final design submittals, does not reduce Design-Builder's obligations under this section.
- 5.10.1** Nothing in this Agreement shall relieve the Design-Builder of its obligations to complete the Project in full accordance with all applicable laws and regulations and suitable for the Owner's intended purposes.
- 5.10.2** The Design-Builder, on behalf of itself and its design Team, specifically acknowledges and agrees that the Owner shall have the discretion to determine whether the 100% Construction Documents comply with the requirements of the Contract Documents.

5.11 Applicable Laws.

- 5.11.1** Statutory Authority. The Owner is awarding this Project pursuant to the design-build authority provided under Sections 22160, et seq., of the California Public Contract Code. The Design-Builder and the Owner acknowledge that they have reviewed this statutory authority, are familiar with all requirements, and will comply with applicable requirements and duties.
- 5.11.2** Compliance with All Applicable Laws. The Design-Builder and the Owner agree to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, building codes and standards, orders, notices and requirements applicable to proper design and construction of this Project.

5.12 Staffing Plan and Key Personnel. The Design-Builder agrees that it will staff this Project in accordance with the staffing plan included in **Exhibit 5A**. The Staffing Plan will include a staff-level organizational chart indicating hierarchy and reporting responsibilities, as well as all Key Personnel.

- 5.12.1 Key Personnel.** The Design-Builder will identify all “Key Personnel” in **Exhibit 5B** and will not remove any of its Key Personnel from this Project without the express written consent of the Owner, except for death, disability or departure of person from employment. The Owner’s Project Manager will be able to request the removal of any person employed by the Design-Builder whom it believes is incompetent, improper or a hindrance to the design-build process. If any Design- Builder personnel become unavailable to work on the Project, or if the Owner requests that an employee be removed, the Design-Builder will propose a replacement person within 10 business days for approval by the Owner. The recommended replacement person will have similar or better qualifications and experience, and must be approved in writing by the Owner. Additional Staffing and Key Personnel requirements are set forth in the Scope of Work in **Exhibit 3**.

5.13 Safety. The Design-Builder is the “Controlling Employer” as defined by Cal/OSHA and will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and in accordance with the Design- Builder’s Health and Safety Program. The Design-Builder shall comply with all statutory safety requirements.

5.14 Project Baseline Schedule. The initial Project Baseline Schedule, is attached as **Exhibit 6A**. This initial Project Baseline Schedule will be regularly updated in conjunction with Section 8.2 of this Agreement (at least monthly) and refined as project development and design proceeds. The updates to the initial Project Baseline Schedule will coordinate and integrate the progress of Design Services with milestone dates for design development and Construction Documents, procurement of long lead items and Subcontracts, and construction of major components of the Project. The initial Project Baseline Schedule, and all subsequent versions, shall include all major components of the Work and the Owner’s occupancy requirements projecting milestones for each of the following:

- Completion of Schematic Design
- Completion of 100% Construction Documents

- Submission of Final Design Package
- Issuance of Construction Stage Notice to Proceed
- “Substantial Completion” of the Project including Issuance of Final Certificate of Occupancy for the Project
- “Final Completion” of the Project

The Project Baseline Schedule must be prepared utilizing CPM scheduling software. The schedule must be broken down by activity and duration highlighting the critical path.

The schedule submitted by the Design-Builder and agreed to by the Owner shall be referred to as the Project Baseline Schedule, and shall not be adjusted except through Change Order under Section 9 for permitted delays as defined in Section 8. The Project owns all float in the Project Baseline Schedule and monthly updates. Therefore, there will not be any adjustments to the Contract Time until all Project float is exhausted and the critical path is impacted.

A reasonable number of days shall be included in the baseline schedule for rain/ weather impacts. Days should be determined by historical NOAA records for the timelines anticipated for construction. Notice of a “rain” event shall be given with 3 days of a qualifying event.

5.15 Taxes and Fees. The Design-Builder will pay all sales, consumer, use, gross receipts, and other similar taxes legally related to the work enacted at the time of Contract Award.

5.16 Consultants and Laboratories. The Design-Builder will make recommendations to the Owner regarding selecting, retaining and coordinating any additional professional services, special consultants and testing laboratories required for the Project.

5.17 Construction Administration.

5.17.1 Preliminary Notices. Within 5 business day’s receipt, Design-Builder will forward to the Owner all Preliminary Notices (Civil Code sections 9300, 9500 and 9560) served on it by any person or entity entitled to assert a payment bond or stop payment notice claim. Design-Builder will maintain a written record of all Preliminary Notices received by it including the manner of receipt, date of receipt, and name and address of person or entity serving the Preliminary Notice. This written record will be turned over to the Owner at Project Close-out.

5.17.2 Supervision. The Design-Builder will manage, supervise and direct the Work using its best skill and judgment. The Design-Builder shall identify the (“Design-Builder’s Manager”) who will represent the Design-Builder with respect to the daily operations of the Project, or may delegate authority to another representative. For simplicity, where this Agreement refers to the Design-Builder, Owner may assume that the Design-Builder’s Manager is the appropriate point of contact. The Design-Builder’s Manager may not be changed without Owner’s written consent. The Design-Builder will also provide a qualified superintendent and assistant superintendent at the Project Site to properly supervise all of Design-Builder’s employees, Subcontractors and their agents and employees, and other persons performing construction work and to ensure that the construction work is carried out in strict accordance with the

Contract Documents. Both the superintendent and assistant superintendent shall be approved by Owner in its sole discretion.

Neither the superintendent nor the assistant superintendent may have other project or business responsibilities or calls on his or her time other than this Project.

- 5.17.3 Discipline.** The Design-Builder will enforce strict discipline and good order at all times among Design-Builder's employees, Design Professionals and Subcontractors and will not employ or contract with any unfit or unskilled person(s) or entities on this Project. The Design- Builder and its Design- Professionals and Subcontractors will comply with all Owner policies, standards, and procedures throughout the duration of this Project.
- 5.17.4 Construction Coordination.** Before starting each portion of the construction work, the Design-Builder will: (i) coordinate with Owner's Project Manager, or his designee, to coordinate any necessary shut- down of equipment, and related operations issues; (ii) review and compare the various Contract Documents relative to that portion of the construction work, as well as the information furnished by the Owner, Design Professionals and Subcontractors that may affect proper installation of the work; (iii) field measure existing conditions related to that portion of the work; and (iv) observe any conditions at the site directly affecting that portion of the work.
- 5.17.5 Field Measurements.** The Design-Builder will take field measurements to ensure proper matching and fitting of new construction with existing conditions at the Project Site.
- 5.17.6 Submittals.** The Design-Builder and its Subcontractors shall provide timely submittal of all "Shop Drawings," "Product Data," "Samples", "Mock-Ups", and similar submittals (collectively referred to as "Submittals") required by the Contract Documents, to the Designer of Record for review and approval. After approval by the Designer of Record, all Submittals will be submitted to the Owner Representative for review and approval. All Submittals will be submitted in a sequence that avoids delays in the Project Schedule. Design-Builder will not submit any Submittal that is merely a tracing or copy of any of the Construction Documents. Each Submittal will be prepared by the Design-Builder and/or its Subcontractors or suppliers and will be submitted according to the Project specifications. No construction work will be performed without approval by the Design- Builder and the Owner, as required. Regardless of the Submittal process, the Design- Builder remains responsible to the Owner for proper design and construction in compliance with all requirements set forth in this Agreement.
- 5.17.6.1 Response Times to Design-Builder Submittals.** Unless otherwise provided in the Contract Documents, Owner shall respond to reviews, approvals, and data needs to Design-Builder within 14 calendar days, provided that the Design-Builder shall, at Owner's request, act reasonably in allowing Owner an extension of time to respond to review, approvals, and data based on a high volume of submittals or complexity of submittals under review at a given time.

5.17.6.2 Design-Build Subcontractors. All Submittals prepared by Design-Builder and its Subcontractors shall be reviewed and approved by the Design-Builder's Designer of Record who will remain responsible to the Design-Builder and Owner for the design.

5.17.7 Coordination of Subcontractors. Subcontractor work will be coordinated, as appropriate, to avoid obstructions, conflicts, keep openings and other passageways clear, overcome interference with work, and coordinate with all trades.

5.17.8 Layout and Protection. The Design-Builder is responsible for all layouts and will preserve and protect all line and grade benchmarks. Any additional surveying or layout caused as a result of Design-Builder or any of its Subcontractor's failure to take the necessary precautions to protect the data will be performed at Design-Builder's own cost and expense.

5.17.9 Materials and Equipment. All materials and equipment required under the Contract Documents will be new and of good quality. Once the Construction Documents are complete, no substitutions will be accepted on this Project unless: (i) the specified materials or equipment have been discontinued; or (ii) the Owner has approved the substitution through written Change Order. Materials and equipment will be furnished in ample quantities and procured in time to ensure uninterrupted progress of construction. All materials and equipment will be properly stored and protected as required by the Contract Documents and any loss or damage due to improper storage or protection will be borne by the Design-Builder.

5.17.9.1 Long Lead Items. The Design-Builder will collaborate with Owner to establish a program to expedite ordering and delivery of materials and equipment requiring long lead time.

5.17.9.2 Shipment and Deliveries. Prior to shipment, delivery and installation of materials and equipment, the Design-Builder will verify the stage of completion of the Project with Owner to determine the availability of facilities for access, delivery, transportation and storage, and to correlate these observations with the requirements of the Contract Documents. All shipments and deliveries will be scheduled and coordinated in accordance with the most current approved site logistics plan and the most current approved Project Schedule.

5.17.9.3 Storage of Materials and Equipment. Storage of equipment and materials will be coordinated through the Design-Builder and the Owner. Design-Builder will maintain, or cause its Subcontractor's to maintain, all storage areas and will keep storage areas clean, safe, and secure. Storage areas shall also provide for proper protection of all stored materials and equipment from all forms of corrosion. Design-Builder must request and receive Owner's approval, granted at Owner's sole discretion, for offsite storage. Any materials or equipment stored offsite will be insured or stored in a bonded warehouse. The risk of loss will remain on the Design-Builder for all materials and equipment stored off-site.

5.17.9.4 Risk of Loss. All construction work stored at the Project Site, or work related to the preparation or delivery of materials or equipment to the Project Site, will remain at the risk of the Design-Builder or appropriate insurance carrier until Final Completion of the Project.

5.17.9.5 Maintenance. The Design-Builder will provide all maintenance for systems and equipment at its own costs and expense until Substantial Completion.

5.17.10 Correction of Work. At any time prior to Final Completion, Owner may require Design-Builder to correct work that does not comply with the Contract Documents. Design-Builder must correct such defective work immediately (unless otherwise approved by Owner), at its sole cost and expense, and in a manner that does not delay the completion of the Project.

5.17.11 Covering and Uncovering Work. Design-Builder must provide notice to Owner as to the schedule for covering Work so that the Owner has adequate time to observe Work to be covered. Owner may require any Work to be uncovered, whether or not prior information was provided as to the schedule for covering. Should Work so uncovered prove to be in non-compliance with the Contract Documents, the cost of uncovering, correction of the Work and re-covering shall be borne by the Design-Builder and the Owner is not be liable for any schedule recovery costs Design-Builder may incur. If Design-Builder provided adequate notice of covering and the work is compliant with the Contract Documents, Design-Builder is entitled to a change order for any extra cost caused Design-Builder, including any cost of schedule recovery. Design-Builder may comply with the notice requirements of this section as part of the project schedules described in Section 8.2 of the Design-Build Agreement.

5.17.12 Operation and Maintenance Manuals. Design-Builder must submit complete O&M manuals for all items included in project with index both in PDF format with bookmarks and 2 hard copies in 3-ring binder

5.17.13 Record Drawings. Design-Builder must maintain a current set of drawings in the field. All underground is to be clearly dimensioned from permanent landmarks. Review and approval of up to date Record Drawings is a condition of monthly payment. At the conclusion of the project, the Record Drawings are to be submitted with closeout documents in a clean updated CAD files in both PDF and executable electronic copies and in a set of hard copies.

6. SUBCONTRACTORS

6.1 Procurement. Those portions of the Work that the Design-Builder will not self- perform, or that will not be performed by Design Professionals or Subcontractors named in Design-Builder's proposal, will be performed by Subcontractors added during the course of the Work in accordance with the bidding process in Public Contract Code Sections 4100, et seq. All subcontracted work shall be performed under written subcontracts or purchase orders. The Design-Builder must furnish to the Owner in writing the names of

the persons or entities the Design-Builder proposes to engage as subcontractors at least ten (10) days before said entity shall start any Work as a subcontractor. The Design-Builder may not contract with any subcontractor to whom the Owner has made reasonable and timely objection.

- 6.2 Written Agreements.** All subcontracts will be in writing and will bind the Subcontractor to the Design-Builder by the terms of the Contract Documents, and Subcontractor will assume toward the Design-Builder all the obligations and responsibilities that the Design-Builder assumes toward the Owner. Each subcontract agreement will preserve and protect the rights of the Owner and Design-Builder under the Contract Documents with respect to the portion of the Work to be performed by the Subcontractor so that subcontracting the Work does not prejudice the Owner's rights. Where appropriate, the Design-Builder will require Subcontractors to enter into similar agreements with its tier-subcontractors. The Supplemental Conditions to this Agreement and all necessary Exhibits to this Agreement will be a part of each Subcontract Agreement.
- 6.3 Licensing Requirements.** All Subcontractors will be properly licensed for their respective portion of the Work.
- 6.4 Standard of Care.** All Subcontractors will warrant that they possess the design and/or construction licenses and expertise required for this Project and will use the same degree of care and skill customarily used by California state licensed professionals and contractors performing similar services for residential facilities construction in the state of California during the same time frame.
- 6.5 Responsibility.** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights. Design-Builder shall coordinate the activities of all Subcontractors.
- 6.6 Conflicting Terms.** All conflicts arising out of any subcontract agreement will be resolved in accordance with the order of precedence set forth in Section 3.4, and this Agreement will take precedence over any terms and provisions in a subcontract.
- 6.7 Assignment.** Each subcontract agreement will include an assignment provision. The assignment provision will allow for assignment of subcontracts to the Owner upon termination of the Design-Builder for cause or convenience provided: (i) Owner accepts assignment by written notification to the Subcontractor and Design-Builder; and (ii) assignment is subject to the rights of the surety, if any, obligated under a bond or bonds relating to this Agreement. The Design-Builder will not be responsible for acts and omissions of the Subcontractors that occur after the effective date of assignment.
- 6.8 Claims and Dispute Resolution.** The Subcontractor will be bound to the same claims and dispute resolution procedures as set forth in Section 14.12 of the Supplemental Conditions.
- 6.9 Insurance.** The Design-Builder may, at its discretion, require its Subcontractors, through written subcontract, to carry appropriate insurance and bonding. Design-Builder's

insurance must satisfy all requirements set forth in **Section 12** regardless of any subcontractor coverage.

6.10 Indemnity. The Design-Builder will cause its Subcontractors, through written subcontract, to include the indemnification provisions set forth in Section 11 and to indemnify and defend the Owner and its board of trustees, the Owner, and Design-Builder from all claims, damages and liability pursuant to the provisions in Section 11, except to the extent that such subcontractors cannot legally be required to indemnify (e.g., with respect to design-related claims) .

6.10.1 Third Party Beneficiary. The Owner will be an express third-party beneficiary to all design-build subcontracts.

6.10.2 Subcontracts. Subcontracts may be awarded on a lump sum or best value basis.

6.10.3 Contract Time. Subcontractors will be tied to similar provisions governing Contract Time under Section 8.

7. COMPENSATION

7.1 Preconstruction Stage Compensation. During the Preconstruction Stage of the Project, the Design-Builder will complete all Preconstruction Stage Services summarized in Section 5.2 of this Agreement and elaborated in more detail in the Scope of Work in **Exhibit 3**. Compensation for all Preconstruction Stage Services, including labor, materials, overhead, and profit of Design-Builder and all of its Design Professionals, and design-assist Subcontractors, will be on the basis of a lump-sum amount of **Two-Hundred Twenty Thousand and Fifteen Dollars and 00/100 Dollars (\$220,015.00)** as full compensation to the Design- Builder for the Work called for in Step One ("Preconstruction Stage Price"). Payments will be made based on monthly invoices, with monthly invoices/payments based on the percentage complete of the scope of work for the Preconstruction Stage services.

7.2 Construction Stage Compensation. During the Construction Stage of the Project, the Design-Builder will perform all Construction Stage Services, as summarized in Section 5.4 of this Agreement. Compensation for the Construction Stage Services will be on the basis of a lump sum of **Three Million Three Hundred Seventy-nine Thousand Nine Hundred Eighty-five and 00/100 Dollars (\$3,379,985.00)** which will cover all labor, equipment, materials, profit, overhead, taxes and other expenses to be incurred by the Design- Builder ("Construction Stage Price"). Design-Builder will be paid pursuant to monthly invoices based on a Schedule of Values and percentage of completion of the Work. The Preconstruction Stage Compensation and the Construction Stage Compensation shall, in the aggregate, constitute the Contract Price.

7.3 Construction Contingency. The Contract Price includes a Construction Contingency in the amount of **Two-Hundred Thousand and 00/100 Dollars (\$200,000.00)**. Construction Contingency is Owner controlled. Use of the Construction Contingency requires Owner's prior approval. All unspent funds in the Contingency at Final Completion shall accrue to Owner. The Construction Contingency is available for Design-Builder to cover cost of the Work unanticipated by Design-Builder on the effective date of the Design-Build Agreement, such as unanticipated field conditions or differing site

condition, re-sequencing the Work for the good of the Project, acceleration in the Schedule for improvement in the overall Contract Time, and Owner requested changes.

- 7.4 Contract Price.** The Contract Price is the sum of the Preconstruction Stage Price, Construction Stage Price, and Construction Contingency, and shall represent the sum total of all compensation due to the Design-Builder for all design and construction services under the Agreement. The Contract Price for this Agreement is the lump sum of **Three Million Eight Hundred Thousand and 00/100 Dollars (\$3,800,000.00).**
- 7.5 Design-Builder's Fee.** The Design-Builder's Fee is included in the Contract Price. However, the Design-Builder's Fee of 15% can be applied to the direct cost of the construction in the event of contingency work and approved change orders. Design-Builder will not be entitled to Design-Builder's Fee for work necessitated by its own substandard workmanship, errors or omissions.
- 7.6 Design-Builder Allowances.** Design-Builder may propose additional allowance, including appropriate allowances for defined items of Work that cannot be appropriately quantified and estimated at the time the Design-Build Agreement is executed, only with specific approval of Owner. Each such item of Work will be covered in a separate line item and have a clear description of what is covered by such allowance. Allowance items will be converted to, and included as, typical contract work by Change Order once conditions exist that allow them to be properly quantified and priced. Allowance items that cannot reasonably be quantified and estimated before the allowance work begins will be reconciled based on the actual cost of the allowance Work. If the actual cost of the Work for any item of Work covered by an allowance will be greater than the amount of the allowance, Design-Builder will so notify Owner and if Owner authorizes the allowance Work in a Change Order, the Construction Stage Price will be increased by such difference with an additional agreed upon amount for overhead and profit. If the cost of any item to which such an allowance applies is less than the amount of the allowance, Owner may issue a Change Order decreasing the Construction Stage Price by the sum of the amount of such difference and the mark-up for overhead and profit on the difference.

8. CONTRACT TIME

- 8.1 Contract Time.** The Design-Builder must achieve Final Completion of the Work using best practical safe speed to achieve Final Completion as soon as reasonably possible. The Contract Time is the time allotted for the Design-Builder to achieve Substantial Completion and Final Completion of the Work. Completion of the Preconstruction Stage must be achieved within One Hundred Nineteen (119) calendar days from issuance of the Notice to Proceed for the Preconstruction Services. Substantial Completion must be achieved within Two Hundred Thirty-Seven (237) calendar days from issuance of the Notice to Proceed for the Construction Stage Services. Final Completion must be achieved within Two Hundred Sixty-Eight (268) calendar days of achieving Substantial Completion. The Design-Builder must also achieve all specific milestone completion dates as set forth in the Project Baseline Schedule in **Exhibit 6A**.
- 8.2 Monthly Project Schedules.** The Design-Builder will create monthly updates of the initial Project Baseline Schedule, referred to as "Monthly Project Schedules," incorporating activities and schedule updates of the Design Professionals and Subcontractors on the Project as necessary to reflect the status of design and

construction and projected milestone dates for Substantial Completion and Final Completion. The Design-Builder will provide for Owner's approval information in an agreed upon format, and as requested by the Owner, for the scheduling of times and sequences of operations required for its Work in coordination with the work of Owner's employees and separate contractors, if any.

8.2.1 3-Week Look-Ahead Schedules. The Owner will require the Design- Builder, with the assistance of its Design Professionals and Subcontractors, to create 3 Week Look-Ahead Schedules for the performance of upcoming Work and document all Work performed during the prior 3-week period. The Design-Builder will require its Subcontractors and Design Professionals to continuously monitor the Monthly Project Schedule and 3 Week Look- Ahead schedules to understand the timing, phasing and sequencing of operations of their respective work with other Work being performed at the Project. The 3-week Look-Ahead Schedules are to be used as a working tool to evaluate any schedule slippages and collaborate on methods for labor efficiency. Work flow will be scheduled based on providing information, material and resources as required by the user of the information, material or resources, optimizing the flow of Work and reducing bottlenecks and activity that will not advance the Project Schedule. The Design-Builder will provide Owner with copies of the 3 Week Look- Ahead Schedules and will meet with Owner to review and coordinate with any work being performed by Owner's separate contractors. Design-Builder shall request input from Owner on 3 Week Look- Ahead Schedules, as necessary, no less than one week before the 3 Week Look-Ahead Schedule submission date.

8.3 Prosecution of the Work. The Design-Builder will commence the Work within 10 days of receipt of a Notice to Proceed by the Owner and will diligently prosecute and complete its Work pursuant to the most approved current Monthly Project Schedule.

8.3.1 Schedule Slippage. The Design-Builder will notify Owner and the Owner within 72 hours of any slippage in the Monthly Project Schedule as a result of its Work and must submit a detailed recovery plan for evaluation and approval by Owner. All costs associated with the recovery, which shall provide for completion of the Project within the Contract Time, will be the responsibility of the Design-Builder unless the Design-Builder is entitled to an extension of time under Section 8.4

8.3.2 Acceleration. The Owner may direct the Design-Builder and its Subcontractors and Design Professionals to work overtime in order to accelerate the Project schedule. If the Design-Builder and its Subcontractors and Design Professionals are not in default under any of the terms or provisions of this Agreement, their respective subcontracts and/or agreements, or any of the other Contract Documents, the Owner will pay the Design- Builder, its Subcontractors and Design Professionals for actual additional wages and/or billable rates paid, if any. All additional wages and billable rates paid will be subject to audit.

8.4 Permitted Delays. If the Design-Builder is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by: (i) any negligent act or omission of the Owner, or Owner's separate contractors; (ii) "**Owner Elected Changes;**" (iii) delay caused by a "**Force Majeure Event;**" (iv) "**Unforeseen and Differing Site Conditions;**" and/or (v) "**Owner's Suspension of the Work,**" such that

the critical path of the most current, approved Project Baseline Schedule is impacted extending the Final Completion Date, the Substantial Completion Date, or any specific milestone completion dates, then the Design-Builder will be entitled to an extension for the same period of time that the Design-Builder was delayed provided that the delay, obstruction, interference or hindrance was not caused, in whole or in part by any fault, neglect, act or omission of the Design-Builder, its employees, Design Professionals, Subcontractors or suppliers.

Notwithstanding the above, the Design-Builder will not be entitled to an extension of time unless the Design-Builder provides the Owner with notice in writing of potential delay, obstruction, hindrance or interference within 72 hours of the discovery of the potential delay. Design-Builder shall follow up with all practical speed, but not later than 7 days after the initial notice, to summarize the cause or causes of the delay, and demonstrates that it could not have anticipated or avoided the delay, obstruction, hindrance or interference and has used all available means to minimize the consequences of the delay. The Design-Builder may also be entitled to an adjustment in the Contract Price based on demonstration that the delay and resulting adverse material effect in the cost of completing the Work, after implementation of all reasonable mitigation, materially adversely affected Design-Builder's cost of completing the Work.

- 8.5 Liquidated Damages.** The Owner and Design-Builder acknowledge and agree that if Design-Builder fails to complete Work within the time set forth in section 8.1, the Owner will suffer damages that are both extremely difficult and impracticable to ascertain. Therefore, Owner and Design-Builder agree that, liquidated damages shall be enforced on failure to achieve Substantial Completion in the amount of \$3,000 per day, and failure to achieve Final Completion in the amount of \$1,000 per day.

Payment of liquidated damages represents a reasonable estimate of fair compensation for the losses that reasonably may be anticipated as a result of Design-Builder's delays in completing the Work. Owner and Design- Builder acknowledge and agree that these liquidated damages provision will be Owner's sole remedy for delay damages caused by Design- Builder's failure to achieve Substantial Completion or Final Completion, within the time set forth in Section 8.1, and/or any of the specific milestone completion dates. Nothing contained in this Section 8.5 shall preclude Owner from recovery for actual damages unrelated to Design-Builder's delays, including, but not limited to, claims for actual losses incurred due to breach of contract, negligence, defective work, injury to persons or property or third-party claims.

9. CHANGES

- 9.1 Change Orders.** A Change Order is a mutually agreed upon written order adjusting the Design-Builder's Scope of Work, Contract Price, Contract Time or any combination. A Change Order may come through an Owner Elected Change, or Design- Builder's request. All changes in the Work will only be authorized by an Owner Elected Change, or Owner executed Change Order and performed under the applicable conditions of the Contract Documents. A Change Order signed by the Design-Builder and Owner indicates an agreement to any adjustment in the Contract Time, and/or Contract Price, which includes all Costs of Work plus Fee, and that the adjustments in the Change Order fully and completely resolves any claim by Design-Builder for additional compensation or time arising from or related to the subject of the Change Order. Change Orders for additional

Work that was not considered as part of the Contract Price are limited to the following circumstances and, therefore may impact the Contract Price, and may or may not impact Contract Time:

- 9.1.1 Owner Elected Changes
- 9.1.2 Force Majeure Events
- 9.1.3 Unforeseen and Differing Site Conditions
- 9.1.4 Owner's Suspension of the Work as defined in Section 16.2
- 9.1.5 Changes in applicable law

- 9.2 Owner Elected Change.** The Owner will initiate a Change Order by providing the Design-Builder with a written summary of the Owner Elected Change. Within 10 business days of receipt of an Owner Elected Change, or such other mutually-agreed upon period for more complex or extensive Owner Elected Changes, the Design-Builder must submit a complete cost proposal for the revised scope to the Owner, as well as any proposed change in Contract Time under Section 8. The Owner will review and evaluate the Design-Builder's cost proposal and any proposed change in Contract Time, before presenting the Design-Builder with a proposed Change Order at either its regular weekly meeting or a special meeting.
- 9.3 Design-Builder Initiated Changes.** The Design-Builder must provide the Owner written notice of a proposed change within 5 business days of discovery of the facts or circumstances giving rise to the proposed change order. The Owner will meet and discuss the proposed change either at its regular weekly meeting or at a special meeting.
- 9.4 Submission.** All claims for additional compensation or extensions in Contract Time will be presented in writing to the Owner for review. The Owner will either discuss the proposed change at its regular weekly meeting or will call a special meeting to meet and review the proposed change. At the conclusion of the meeting an Owner Elected Change may be issued. Consistent with Owner's internal procedures, a change order request may require approval from Owner's Board of Trustees. All Change Orders must be approved by the Owner before the expense is incurred. Additive Change Orders will affect Contract Price and may affect Contract Time, subject to Section 8. Deductive Change Orders will affect Contract Price and may affect Contract Time.
- 9.5 Continued Performance.** No Work will be allowed to lag pending the adjustment through Change Order, but will be promptly executed as directed through Owner Elected Change, even if a dispute arises. Disputes will be resolved in accordance with Section 14.12. Failure of the Design-Builder to provide the Owner with notice of its disputed claim and to submit the written claim within 10 business days of completion of the Work in dispute constitutes an agreement on the part of the Design-Builder that it will not be paid for its Work. No claim will be considered after the Work in question has been performed unless a written Change Order has been executed or timely written notice of claim has been made by the Design-Builder. The Design-Builder will not be entitled to claim or to bring suit for damages, whether for loss of profits or otherwise, on account of an omission of any item or portion of Work covered by the executed Change Order.

- 9.6 Omitted Work.** If the Design-Builder omits any portion of the Work that is included in the Contract Documents, the Owner will have the right to withhold from payments due or to become due to the Design-Builder in an amount which, in the Owner's opinion, is equal to the value of portion of the Work that was omitted until the omitted Work is performed.
- 9.7 Contract Price Reduction.** The Owner may also reduce the Contract Price to reflect back-charges or payments withheld pursuant to the Contract Documents upon written notice, and 48 hours opportunity to cure.
- 9.8 Contract Time Impacts and Extended Costs.** The Design-Builder will not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is allowable under Section 8 and claimed in a proposed change order under Section 9.3. No claims will be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. Nothing contained in this Section will be construed as restricting the rights and remedies of Design-Builder in violation of Civil Code section 2782 or Public Contract Code section 7102. If this provision is determined to conflict with Public Contract Code section 7102 or Civil Code section 2782, this provision will be reformed to provide the greatest protection to the Owner under the law.
- 9.9 Surety.** All changes, additions or omissions in the Work ordered through an Owner Elected Change, or Change Order are part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of the executed Change Order and the other Contract Documents. The Design- Builder will keep its surety informed of all modifications to this Agreement. The obligations of Design-Builder's surety are not to be reduced, waived or adversely affected by the issuance of Change Orders even if the Design- Builder fails to inform the surety of the Change Order(s) and the Owner will not be required to obtain consent of the surety to the Design-Builder or any of its Subcontractors.

10. PAYMENT

- 10.1 Progress Payments.** In accordance with Public Contract Code section 20104.50, the Owner will make monthly progress payments on all undisputed Work performed within 30 calendar days of receipt of a monthly invoice and a monthly progress report that were properly submitted pursuant to the procedures set forth in this Section and as further established by the Owner. Each invoice will be submitted on the forms provided by the Owner, will include an itemized list of the work performed, be based on the percentage of the Work completed, and provide a level of detail to allow Owner to make a fair and reasonable estimate of the value of Work completed. The invoice must be certified by the Design-Builder and made out to the Owner. Before making payment, the Owner will review the invoice for accuracy of the Work completed to date. No such payment shall be required to be made when, in the judgment of the Owner, the request for payment is in excess of the percentage of Work completed. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored off of the site at a location agreed upon in writing, provided that such off-site location shall be a bonded warehouse or secured by other means acceptable to the Owner.

- 10.1.1 Schedule of Values.** Design-Builder must submit a draft schedule of values to Owner for approval prior to the first payment and within ten days after Notice to Proceed. As approved by Owner, the schedule of values shall be used for preparing future estimates for partial payments to the Design-Builder, and shall list the major items of Work, including materials and services, with a cost fairly apportioned to each item so that the total of the prices for all items equal the lump sum price. The schedule of values shall be by area, structure, or other logical division of work. The insurance, bond, Elevator, Car Lift, Doors & Frames, Finish Hardware, Cabinets, Appliances, Windows, Scaffolding and overhead costs will be carried on separate line items and the Design- Builder shall be entitled to bill for reimbursement for costs related to Elevators and Car Lifts as such costs are incurred, subject to documentation of such costs, prior to the Elevators and Car Lifts being installed in the premises. The schedule of values shall not be considered in determining payment or credit for additional or deleted work. The final Schedule of Values will be added to the Design-Build Agreement as **Exhibit 4B**.
- 10.1.2 Monthly Progress Reports.** Each monthly invoice must include a report providing an overall status of the Project's progress, and any concerns or impacts.
- 10.1.3 Evaluation of Invoice.** The Owner will review the invoice based on the approved schedule of values, monthly progress report, on-site observations and evaluation of the Work, and on the data and documentation substantiating the invoice. Upon request, Design-Builder must substantiate the cost for any or all items and provide additional level of detail, including quantities of work. Based on that review, Owner will pay all undisputed items. An approval of an invoice is subject to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion of the Work and to specific qualifications expressed by the Owner. Owner is entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and approval will not be deemed to represent that a detailed examination, audit, or arithmetic verification of the documentation submitted with the Design-Builder's invoice has been made or that exhaustive or continuous on-site inspections have been made to verify that the Work is in accordance with the Contract Documents. A payment by Owner does not represent that Owner has ascertained how or for what purpose the Design-Builder has used money previously paid.
- 10.1.4 Retention.** The Owner will withhold 5% of each progress payment during the Project. Retention will be withheld until the Project achieves Final Completion unless the Owner, in its sole discretion, agrees to release the Design-Builder's retention earlier and provided that the Work has been accepted by the Owner and other necessary agencies with jurisdiction over the Project.
- 10.1.4.1 Substitution of Securities.** To the extent required by law, Owner will consider and approve reasonable and appropriate requests under Public Contract Code section 22300 for substitution of securities or establishment of an escrow account for retention. Nothing contained in this Section will prevent Owner from withholding payment when grounds exist for doing so under the Contract Documents.

- 10.1.5 Change Orders.** Applications for payment may include requests for payment on account of changes in the Work that have been properly authorized.
- 10.1.6 Stored Materials and Equipment.** Stored materials and equipment may be included in the invoice provided the materials and equipment are properly stored in accordance with Section 5.17.9.3 and a complete invoice accompanies the invoice. Owner will not pay for materials or equipment storage.
- 10.1.7 Stop Payment Notices and Claims.** Upon submission of an invoice, the Design-Builder warrants that all Work included in the invoice has been performed in accordance with the Contract Documents and to the best of the Design-Builder's knowledge, information and belief, title to all Work covered by the invoice will pass to the Owner free and clear of all stop payment notices, claims, security interests or encumbrances. Design-Builder will provide executed conditional waivers and release of claims for all amounts included in the invoice. Waivers must comply with the requirements of California Civil Code section 8132.
- 10.1.8 Owner Payment to Design Professionals, Subcontractors and Suppliers.** The Owner will not have an obligation to pay a Design Professional or Subcontractor for work performed unless required by law. However, if the Owner is not in default of payment provisions and receives a stop payment notice or has reason to believe that the Design-Builder is not paying its Design Professionals or Subcontractors and suppliers, the Owner may make payment of sums due to Design- Builder through joint check or pay Design Professionals and Subcontractors and suppliers directly and withhold those payments from Design-Builder. The Owner shall not exercise any rights granted under this Section prior to issuing a notice to the Design-Builder and granting the Design-Builder a reasonable opportunity to cure.
- 10.2 Final Payment.** Upon Final Completion of the Work, the Design-Builder will submit a final payment application. All prior progress estimates will be subject to correction in the final invoice. If items remain to be completed at that time, then the Design-Builder in conjunction with Owner will revise the Final Punch List and will include 150% of the estimated cost to complete each remaining item. The Owner may withhold from the final payment 150% of the estimated cost to complete the Work. The amount retained by the Owner for Final Punch List items will be released to the Design-Builder as each item is completed. Upon Final Completion of the Project, and submission of Owner's Release of Claims form, by Design- Builder, final payment of all remaining retention, if unencumbered, will be paid on all undisputed amounts no later than 30 calendar days after either Final Completion of the entire Project or recordation of a Notice of Completion (whichever is later), and in no event later than the time prescribed under Section 7107 of the Public Contract Code.
- 10.2.1 Contract Price Reduction.** Upon Final Completion of the Project, the Owner after written notice to Design-Builder may reduce the Contract Price to reflect costs charged to the Design-Builder, back-charges or payments withheld pursuant to the Contract Documents.
- 10.2.2 Evidence.** Before issuance of final payment, Owner may request satisfactory evidence that: (i) all payrolls, materials bills and other indebtedness connected

with the Work have been paid or otherwise satisfied; (ii) insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 calendar days prior written notice has been given to the Owner; (iii) the Design- Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (iv) surety, if any, has consented to final payment, (v) Owner has received all close-out documents required by the Contract Documents; and (vi), other data establishing payment or satisfaction of obligations, such as releases and waivers of stop payment notices, claims, security interests or encumbrances arising out of this Agreement have been received.

10.2.3 Payment Not Acceptance of Work. Approval of an invoice (final or otherwise) or partial or entire use or occupancy of the Project by the Owner will not be used as conclusive evidence that the Work was properly performed or constitute acceptance of Work that is not in accordance with the Contract Documents.

10.3 Payments Withheld. In addition to the 5% retention, the Owner may withhold payments due to the Design-Builder that may be necessary to cover: (i) stop payment notice claims; (ii) defective Work not remedied; (iii) failure of Design- Builder to make proper payments to its Design Professionals, Subcontractors or suppliers; (iv) damage to Design Professionals, Subcontractors or third party caused by Design-Builder; (v) amounts due to the Owner for claims against Design-Builder; (vi) failure to provide Owner with timely schedule updates under Section 8.2; (vii) disputed amounts in the invoice; and (viii) legally permitted penalties.

10.4 Waiver of Claims. Acceptance of final payment by the Design-Builder constitutes a waiver of claims by Design-Builder and its Design Professionals, Subcontractors and suppliers except for those previously made in writing and identified by the Design-Builder as unsettled at the time of final invoice. The Design-Builder must acknowledge this waiver on a form provided by the Owner prior to Design-Builder's receipt of the final payment.

11. INDEMNIFICATION

11.1 Indemnification. Design-Builder shall defend, indemnify, and hold harmless San Mateo County, and its trustees, officers, employees and agents, and their successors and assigns (collectively referred to as "Indemnitees") from and against all third party claims, demands, liability, suits, actions, costs or expenses (including reasonable attorneys' fees) for any and all loss or damage, including, but not limited to, personal injury or property damage, arising out of or resulting from allegations of:

- a. The failure or alleged failure by any Design-Build Team member to comply with any applicable law, order, citation, rule, regulation, standard, ordinance or statute, including rules and regulations imposed by Cal-OSHA and caused by the act or omission of the Design-Builder;
- b. The negligent act, omission, misconduct, or fault, or the alleged negligent act, omission, misconduct or fault of any Design-Build Team member;

- c. Any and all claims by any governmental or taxing authority claiming unpaid taxes based on gross receipts, purchases or sales, the use of any property or income of any Design-Build Team member with respect to any payment for the Work made to or earned by the Design-Build Team member under the Contract Documents;
- d. Any and all stop payment notices and/or liens filed in connection with the Work, including all expenses and attorneys' fees incurred by the Owner in discharging any stop payment notice or lien, provided that the Owner is not in default on payments owing to the Design-Builder with respect to such Work;
- e. Failure of the Design-Builder to comply with the Insurance provisions set forth in Section 12;
- f. Any release of hazardous materials brought onto the Site by any Design-Build Team member; or where the removal or handling involved negligence, willful misconduct, or breach of Contract by any Design-Build Team member;

Nothing in this section shall require the Design-Builder to defend, indemnify or hold harmless the Indemnitees for the Indemnitees' sole negligence, willful misconduct, or active negligence.

11.2 Indemnification for Infringement of Intellectual Property Rights.

The Design-Builder agrees to fully defend, indemnify, and hold harmless the Indemnitees against any demand, claim, cause of action, suit, proceeding, or judgment that design, service, method, or product called for and provided by the Design-Builder or any Design-Build Team member (herein called "deliverables") that infringes or allegedly infringes any patent, copyright, trademark, service mark, trade dress, utility model, industrial design, mask work, trade secret, or other proprietary right of a third party (collectively "Intellectual Property Right").

The Design-Builder shall pay any and all costs of such defense and settlement (including interest, fines, penalties, costs of investigation, costs of appeals, and attorney's fees), and will pay any and all costs and damages finally awarded against any of the Indemnitees. The Design-Builder shall have the exclusive right to conduct its legal defense.

In the event that any deliverable furnished hereunder, or called for in any design or services provided under this Agreement, is in any suit, proceeding, or judgment held to constitute an infringement on any third party's Intellectual Property Right, and its use is enjoined, the Design-Builder shall, at its own expense accomplish the following:

- a. Procure the fully paid-up, irrevocable, and perpetual right for the Owner to continue using the deliverable;
- b. Modify the deliverable; or
- c. Provide for the replacement of the deliverable with an alternative product that is functionally equivalent to the deliverable.

If the Design-Builder is unable to provide the Owner with one of the forms of relief described above, the Design-Builder shall also reimburse to the Owner the total paid by the Owner for the deliverable that is held to constitute an infringement.

11.3 Indemnification for Design Defects. To the fullest extent permitted by law, the Design-Builder shall fully defend (with counsel acceptable to the Owner), indemnify, and hold harmless Indemnitees from any and all claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs), losses, or liabilities of whatsoever nature that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Design-Builder, its employees, any of the Design-Builder's Design Professionals or Subcontractors of any tier, or anyone for whom Design-Builder or any of its Design Professionals or Subcontracts may be liable, in relation to any of their design services, including but not limited to errors, omissions, inconsistencies, inaccuracies, deficiencies, or other defects whether or not contained in the Construction Documents furnished by the Design-Builder, and whether or not such errors, omissions, inconsistencies, inaccuracies, deficiencies, or other defects were also included in the Contract Documents provided by the Owner. The Design-Builder agrees that, because the Bridging Contract Documents are preliminary and conceptual in nature and are subject to review and modification by the Design-Builder, such documents shall not be deemed a "design furnished" by the Owner or any of the other Indemnitees, as the term "design furnished" is used in Civil Code Section 2782, and that this clause is governed by Civil Code Section 2782.8. In addition, Design-Builder shall defend the Owner, or pay for the costs of such defense, to the extent of Design-Builder's proportionate percentage of fault for the underlying claim. In addition, Design-Builder shall defend the Owner, or pay for the costs of such defense, to the extent of Design-Builder's proportionate percentage of fault for the underlying claim.

11.4 Exception. The indemnification provisions in this Section 11 will extend to claims occurring after this Agreement is terminated as well as while it is in force. However, Design-Builder will not be obligated to indemnify or provide a defense to the Indemnitees from claims arising from the active negligence or willful misconduct of Indemnitees. If any of the Indemnitees are actively negligent, the Design-Builder will continue to indemnify and provide a defense to Indemnitees but only to the extent and in proportion to the degree that the Indemnitees were not actively negligent. Nothing contained in Section 11 will be construed to impose any obligation in conflict with the provisions of Civil Code section 2782 and/or Insurance Code section 11580.04. In the event of a conflict, the provision conflicting with Civil Code section 2782 and/or Insurance Code section 11580.04 will be modified to limit Design-Builder's obligations to the greatest extent permitted by law. The section does not apply to the duty to defend claims arising from design defects, which obligation is addressed separately in Section 11.3. The section does not apply to the duty to defend claims arising from design defects, which obligation is addressed separately in Section 11.3.

11.5 Duty to Defend. Except as otherwise provided herein, the Design-Builder will defend all claims defined in Section 11.1 at its own cost, expense and risk and pay and satisfy any judgment or decree that may be rendered against any Indemnitee arising out of a claim, or reimburse Indemnitee(s) for any and all legal expenses incurred by any of them in connection with the claim or in enforcing the indemnity granted in this section. The duty to defend will apply, and Design-Builder will be required to furnish a defense, regardless of whether the matter has been adjudicated. The Owner shall have the right to approve counsel defending it, which approval will not be unreasonably withheld. Following the resolution of any such dispute, the Owner shall reimburse Design-Builder for the costs incurred by Design-Builder for any Indemnitees' defense, to the extent of the Owner's

proportionate responsibility or fault, as determined by court or arbitrator or as agreed by settlement or otherwise.

12. INSURANCE AND BONDS

12.1 Design-Builder's Insurance Requirements. The Owner and its trustees, officers, employees, agents, and volunteers will be a named additional insured under all of Design-Builder's insurance policies except errors and omissions policies and workers' compensation policies. Likewise, the Design-Builder will require all Subcontractors to name the Owner, and its trustees, officers, employees, agents, and volunteers as additional insured on all Subcontractor policies except errors and omissions policies and workers' compensation policies. Before commencement of the Work, the Design-Builder will provide certificates of insurance and endorsements per the following as evidence of insurance and Owner's, and Owner's additional insured status under those policies.

12.2 DBE Provided Insurance

12.2.1 General: DBE shall procure and maintain for the duration of this Contract at its sole cost and expense, insurance against claims which may arise from, or in connection with, the performance of the Work by, or on behalf of (whether directly or indirectly), the DBE.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner, except that ten (10) days' prior written notice shall apply in the event that cancellation for non-payment of premium.

12.2.2 Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

12.2.3 Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

12.2.4 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

12.2.5 Builder's Risk/Course of Construction: DBE shall procure and maintain in effect a Builders' Risk (course of construction) insurance for completed value of the Work. No deductible shall exceed \$100,000, per occurrence except for earthquakes, earth movement or flood. Builder's Risk Policies shall contain the following provisions:

12.2.5.1 Owner and Subcontractors of every tier shall be named as an additional insured loss payee; and

12.2.5.2 Coverage shall contain a mutual waiver of subrogation in favor of the Design Build Entity, Subcontractors at every tier, and the Owner, its

officials, employees, agents, and only to the extent of onsite activity, design or engineering professionals.

12.2.5.3 Owner and Design Build Entity will share equally in payment of all deductibles from a covered event due to act of God events including earthquake, earth movement, and flood.

12.2.6 Contractor's Pollution Liability Insurance on an occurrence basis, with limits of at least \$2,000,000 per occurrence and \$2,000,000 policy term aggregate for bodily injury, property damage, cleanup costs and claim expenses, arising at or emanating from the Project Site arising from all operations performed on behalf of the Design Build Entity. Subcontractors will provide Pollution Liability coverage as required by their specific Subcontract.

Such insurance shall provide liability coverage for both sudden and gradual releases arising from the Work. CPL policy shall name Owner, Design-Build Entity and all Subcontractors of all tiers as insureds.

Contractor shall be responsible at its own expense for an obligation for each loss payable under this insurance that is attributable to the Design-Build Entity's acts, errors, or omissions, or the acts, errors, or omissions of any of its Subcontractors, or any other entity or person for whom Design-Build Entity may be responsible. The amount of the obligation shall be based on the amount of the initial Contract Price, as follows:

12.2.6.1 The portion of the obligation applying to the Design-Build Entity or Subcontractor shall be the responsibility of the Design Build Entity and shall remain uninsured. Design Build Entity shall promptly pay its charge pertaining to any loss. The Owner, in addition to its other remedies, may back charge Design-Build Entity for the obligation and deduct the back-charged amount from Design-Build Entity's next progress payment or final payment.

12.2.7 Professional Liability Errors and Omissions Insurance: \$1,000,000 per claim/\$2,000,000 aggregate limit.

12.2.8 Waivers

12.2.8.1 Owner and Design-Build Entity waive all rights against each other and any of their consultants, including Construction Manager, Bridging Designer and their consultants to the extent of their onsite exposure, separate contractors, if any, Subcontractors, Designers, agents and employees, each of the other, and any of their contractors, subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance obtained pursuant to paragraph 1.2 above, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner in good faith. Owner or Design-Build Entity, as appropriate, shall require of the separate contractors, if any, and the Subcontractors, Designers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall

provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity had an insurable interest in the property damaged. The only exceptions to this waiver of subrogation are for claims that may be covered by any Professional Liability insurance to the extent that insurance responds to any loss.

12.2.8.2 Owner waives subrogation rights under the Contractor's Pollution Liability Policy, to the greatest extent permitted by law, against all other project participants, including Design- Build Entity and Subcontractors of any tier.

12.3 Performance and Payment Bonds. Prior to commencement of the Construction Stage, the Design-Builder will furnish a payment bond and a performance bond to the Owner, each in the amount equal to 100% of the amount of the Construction Stage Price, covering all construction work and warranties, on the forms acceptable to the Owner. The payment and performance bonds will be provided prior to commencement of Work. The surety supplying the bonds must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as a surety in the State of California and satisfactory to the Owner. Failure to furnish the required payment and performance bonds to the Owner constitutes a default under this Agreement and the Owner will have all of the rights and remedies provided under the Contract Documents and afforded by law including, but not limited to, forfeiture of the bidder's bid deposit or bond to the Owner and the Owner may award this contract to another responsive and responsible bidder, or may call for new bids. Full compensation for furnishing the payment and performance bonds are included in the Contract Price.

12.4 Payment of Subcontractors. Without limiting the responsibilities of Design- Builder and its surety under the terms of this Agreement, the Design-Builder and its surety agree to promptly pay all lawful claims of Subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used, or consumed in connection with the prosecution of the construction work including Change Orders, and will indemnify and save harmless the Owner, and Owner from and against all liability loss, damage and expense, including interest, costs and attorneys' fees, which the Owner, and Owner and/or its surety may sustain by reason of Design-Builder's or its surety's failure to do so.

13. WARRANTY OF THE WORK

13.1 Design-Builder Warranty. The Design-Builder shall provide a two-year warranty on all furnished labor and materials, commencing on the date of Final Completion of all Work under the Agreement. Design-Builder shall perform all required corrective work, and shall be responsible for the cost of all labor, materials, equipment, transport, installation and re-testing required for the corrective work. Moreover, in the event that corrective work is required under the Design-Builder Warranty, a two-year warranty shall apply to the corrected work covering any discrepancies and defects in the corrected work that are discovered after the corrected work is accepted.

The Design-Builder Warranty shall warrant that:

- a. The Work conforms to the requirements of the Contract Documents;
- b. All Design Services furnished under the Agreement conforms to all professional engineering principles generally accepted as standards of the industry in the State of California and complies with the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions;

The construction Work furnished under the Agreement is free from defects in workmanship, and was performed in a workmanlike manner and conforms to the standards of care and diligence normally practiced by recognized construction firms performing construction of a similar nature in the State of California, and conforms to the requirements of the Bridging Contract Documents and the 100% Construction Documents, as these documents may have amended during the course of Work under the Agreement;

- c. Materials and equipment furnished under the Contract Documents are of good quality and new;
- d. The Facilities are fit for the purposes intended in the Contract Documents;
- e. The Facilities shall be free of defects in design, material, and workmanship; and
- f. The Facilities shall function up to the standards set forth in the Bridging Contract Documents and all other reliability standards established in the Contract Documents.

13.2 Subcontractor Warranties. The Design-Builder shall obtain one year warranties commencing on the date of Final Completion of all Work under the Agreement from all Subcontractors and Design-Build Team members providing design services, labor, equipment, materials, supplies and maintenance equipment; require all such warranties to be executed in writing for the benefit of the Owner and enforce all warranties for the benefit of the Owner, if so directed by the Owner. Warranties by subcontractors are in addition to, and do not replace or reduce, any other warranty obligations stated in the Contract Documents, including but not limited to the Design-Builder Warranty. All such Subcontractor warranties from Design-Build Team members shall run directly to and be enforceable by the Design-Builder and the Owner, and their respective successors and assigns.

The Design-Builder hereby assigns to the Owner all of the Design-Builder's rights and interest in all warranties that are received by the Design-Builder from any Subcontractor or Design-Build Team members unless necessary for enforcement. All such warranties shall survive Final Completion, acceptance, final payment, and termination of the Agreement if the stated warranty period extends beyond the Final Completion, acceptance, final payment, and termination of the Agreement.

13.3 Manufacturers' Warranties. The Design-Builder shall obtain manufacturers' warranties for all equipment procured and installed on the Project and shall assign all such warranties to the Owner prior to Final Completion. Owner and Design-Builder shall agree upon acceptable warranty periods for each item of equipment prior to the procurement of the equipment of not less than one year from Final Completion. Manufacturers' warranties shall all commence on Final Completion.

13.4 Remedy. The Design-Builder shall remedy, at its own expense, any failure to conform to the warranty requirements set forth in this Section 13 Warranty of the Work. If the Design-Builder fails to remedy any such failure within a reasonable time after receipt of notice (or immediately in the case of an emergency), the Owner shall have the right in its sole discretion to replace, remove, or otherwise remedy the failure at the Design-Builder's expense.

13.4.1 Notification to Design-Builder. The Owner shall notify the Design-Builder, in writing, within a reasonable time after the discovery of any failure to conform to the warranty requirements set forth in this Section 13, Warranty of the Work.

13.4.2 Warranties Do Not Limit the Design-Builder's Liability. The foregoing warranties are in addition to all rights and remedies available under the Agreement or applicable law, and shall not limit the Design-Builder's liability or responsibility imposed by the Agreement or applicable law with respect to the Work, including:

- a. Liability for design defects;
- b. Latent construction defects;
- c. Strict liability;
- d. Negligence; and
- e. Fraud.

13.5 Assignment of Warranty. Upon providing written notice to the Design-Builder, the Design-Builder's warranties, including all warranties from Subcontractors and Design-Build Team members that have been assigned to the Design-Builder, shall be immediately assignable by the Owner to any entity, in the Owner's sole discretion.

14. OWNERSHIP AND USE OF DOCUMENTS

14.1 Ownership of Construction Documents. The drawings, specifications and other documents prepared by or on behalf of the Design-Builder pursuant to this Agreement (including, without limitation, the Construction Documents), including all drafts, and the copyright thereto, shall at all times be and remain the property of the Owner, whether or not the Project for which they are made is commenced, so long as the Owner shall not be in default of its obligations under this Design-Build Agreement. Neither the Design-Builder nor any subcontractor or material or equipment supplier shall own or claim a copyright in such drawings, specifications and other similar or related documents, and Owner shall retain all common law, statutory, and other reserved rights with respect thereto. All copies of such documents shall be delivered by the Design-Builder to the Owner upon completion of the Work or upon the prior termination of this Agreement. Such drawings, specifications and other documents shall be used by the Design-Builder solely with respect to this Project and shall not be used by the Design-Builder or any subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner in each instance.

14.2 Ownership under Termination. Should the Owner elect to terminate this agreement, the Design-Builder agrees that (1) for itself and its Designer, that the Owner will be the sole and absolute owner of the 100% Construction Documents, and shall have the right

to use or to modify the 100% Construction Documents in any manner it wishes, including, without limitation, using the 100% Construction Documents in construction contracts with third parties; and (2) there shall be no limitation on the Owner by the Design-Builder should the Owner subsequently engage the Design-Builder's Designer of Record for services on this project or for other services.

14.3 Confidentiality. The documents, materials and information prepared by or on behalf of, or furnished to the Design-Builder in connection with the Work, including, without limitation, the RFP, the Contract Documents, the 100% Construction Documents and any other plans, specifications, drawings, shop drawings or details relating to the Project and the terms and provisions of this Agreement, shall be kept strictly confidential by the Design-Builder. The Design-Builder shall not disclose, furnish or make known or accessible to or use for the benefit of anyone, any such documents, materials or information or make available any reports, recommendations and/or conclusions which the Design-Builder may make for the Owner to any person, firm or corporation or use such documents or information in any manner whatsoever without obtaining the Owner's prior written approval in each instance unless such disclosure is required by law. The Design-Builder acknowledges that the Owner will incur significant damages in the event of a breach by the Design-Builder of its obligations under this Section 14.3. The provisions of Article 14 shall survive the expiration or prior termination of this Agreement.

14.4 Licensing. The Design-Builder, its Design Professionals and Design-Build Subcontractors are granted a limited, non-exclusive, license to use and reproduce applicable portions of the Design and Construction Documents and other documents prepared by the Design-Builder for use in the performance of the Design-Builder's Work under this Agreement. Additionally, the Owner grants the Design-Build Team members a non-exclusive, perpetual license for use, or display of the Project information solely for either educational or promotional purposes.

14.5 Exception. Nothing contained in Section 14.1 will be construed to limit the Design-Builder, its Design Professionals and Design-Build Subcontractors rights, title and interest to continue to use their respective general design details that each of them uses or has used on multiple projects, or new standard design details that were developed during design of this facility.

14.6 Copies. All copies made under this license will bear the statutory copyright notice, if any, shown on the Design and Construction Documents and any other documents prepared by the Design-Builder, its Design Professionals and Design-Build Subcontractors. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project will not be construed as publication in derogation of the Owner's copyright or other reserved rights and interests.

15. ACCOUNTING RECORDS

15.1 Audit. In accordance with Government Code Section 8546.7, records of both the Owner and the Design-Builder will be subject to examination and audit by the State Auditor General for a period of 10 years after final payment. Design-Builder will make available to the Owner any of the Design-Builder's other documents related to the Work immediately upon request of the Owner as set forth in Section 15.2.

15.2 Records. The Design-Builder will keep full and detailed accounts and exercise controls as may be necessary for proper financial management under this Agreement. In addition to the State Auditor rights above, the Owner will have the right during normal business hours to audit and copy the Design-Builder's documents related to this Project including, but not limited to, records, books, estimates, correspondence, instructions, drawings, receipts and invoices for materials, supplies and equipment, temporary facilities, etc., contracts, purchase orders, vouchers, memorandums, Change Orders and all substantiating documentation, certified payroll, and other data relating to the Cost of Work, the Contract Price in order to evaluate accuracy and completeness of Design-Builder's billing. The Design-Builder will preserve all Project records for a period of at least 3 years after final payment, or for such longer period as may be required by law. The Design-Builder will incorporate Section 15 accounting and auditing provisions into all Design Professional agreements and Subcontracts and require Design Professionals and Subcontractors to keep detailed and accurate accounting records for their portion of the Work for a period of at least 3 years.

16. TERMINATION, SUSPENSION AND ABANDONMENT

16.1 Termination for Fault. The Owner may terminate this Agreement upon not less than 7 calendar days' written notice and an additional 7 calendar days to commence curing upon the Design-Builder's failure to perform any material obligation under the Agreement. The Design-Builder will have 7 days after receiving reasonably detailed written notice thereof from the Owner, provided that, if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, the Owner may not terminate so long as Design- Builder (1) promptly, upon receipt of notice to cure, submits a plan to initiate all actions reasonably necessary to correct the default and prevent its reoccurrence, and (2) Owner accepts Design- Builder's plan, and (3) Design-Builder commences and continuously implements the plan to Owner's satisfaction. The Owner may also terminate this Agreement without notice or opportunity to cure upon the occurrence of the following Design-Builder events of default: 1) the failure to obtain and maintain any contract security instrument, 2) the failure to achieve acceptance of the Facilities through the acceptance process, and 3) the insolvency or bankruptcy of the Design- Builder. The notice will set forth the reason for termination and the effective date of termination. If the Owner terminates this Agreement for cause, the Design-Builder will not be entitled to any further payments except for work already completed. Unless otherwise limited herein, nothing stated in this paragraph will prevent the Owner from pursuing and recovering any damages allowed by law from Design-Builder arising out of a breach of this Agreement. If a court of competent jurisdiction deems that termination of the Design-Builder was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 16.3.

16.2 Suspension By Owner. If the Project is suspended by the Owner and not due to any fault of the Design-Builder or any of its Design Professionals or Subcontractors, the Design- Builder will be entitled to receive payment for all Work performed as of the effective date of the suspension, plus any documented reasonable direct costs incurred by Design-Builder to implement the suspension. The written notice of suspension will set forth the reason for suspension and the effective date of suspension. If the Project is resumed, and provided that the suspension was not caused or due to any fault or neglect of the Design-Builder or any of its Design Professionals or Subcontractors, then the Design-Builder's compensation will be equitably adjusted through Change Order under

Section 9.1.4 and the Contract Time will be equitably adjusted for the additional time required to achieve Final Completion.

- 16.3 Termination For Convenience.** The Owner may terminate this Agreement, in whole or in part, for convenience upon 30 calendar days' written notice at any time. The notice will state the extent of the termination and effective date of termination. For convenience termination during the Preconstruction Stage and through the issuance of a Notice to Proceed for Construction Stage, the Design-Builder will be entitled to receive payment for the percentage of Preconstruction Stage work completed, not to exceed the Preconstruction Stage lump sum amount. For convenience termination following the issuance of a Notice to Proceed for Construction Stage Services, the Design-Builder will be entitled to payment for all Work performed as of the effective date of termination based on the compensation provisions set forth in Section 7 of this Agreement, as well as reasonable demobilization costs and unmitigable costs incurred by termination. In the event that the Owner terminates the Design-Build Agreement for convenience, Design-Builder must assign all subcontracts executed pursuant to the performance of the Design-Build Agreement to Owner promptly upon request. Design-Builder is entitled to compensation for all authorized payments made to any subcontractor prior to termination, which payments will be credited to Owner under the respective subcontracts, plus Design-Builder's approved costs that are incurred prior to any termination. In addition, in the event Owner terminates the Design- Build Agreement for convenience, Design-Builder must execute any documents establishing Owner's ownership of completed Work upon request. Any dispute over the amount to be paid upon termination will be resolved in accordance with the claims procedures set forth in Section 14.12 of the Supplemental Conditions.

17. MISCELLANEOUS PROVISIONS

- 17.1 Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the principles of the conflict of laws. The Parties agree that any claim or enforcement of a judgment or alternative dispute award will be filed with the appropriate court of law in San Mateo County.
- 17.2 No Solicitation of Employees.** Owner will not solicit or employ any of Design-Builder's Project personnel for the duration of the Project.
- 17.3 Assignment.** The Owner and Design-Builder, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. Neither Owner nor Design-Builder will assign this Agreement without the written consent of the other, and such consent will not be unreasonably withheld or delayed.
- 17.4 Severability.** The terms and conditions of this Agreement will be interpreted in accordance with their plain meaning, and not strictly for or against either party. Any rule of construction or interpretation to the contrary will be of no force or effect with respect to this Agreement. If a court of competent jurisdiction finds any term or provision of this Agreement to be void or unenforceable for any reason that term or provision will be

deemed severed, and the remainder of the Agreement will remain in full force and effect according to its terms and provisions, to the maximum extent permitted by law.

- 17.5 No Third-Party Beneficiaries.** Nothing contained in this Agreement creates a contractual relationship with, or a cause of action in favor of any third party against, either the Owner or Design-Builder. Owner and Design-Builder acknowledge and agree that the obligations of the Design-Builder are solely for the benefit of the Owner and are not intended in any respect to benefit any other third parties.
- 17.6 Waiver.** No action or failure to act by the Owner or Design-Builder will constitute a waiver of a right or duty afforded them under this Agreement, nor will such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, unless specifically agreed to in writing.
- 17.7 Time is of the Essence.** Time is of the essence with respect to each and every provision of the Agreement and any subsequent Change Orders.
- 17.8 Notice.** Any notice required to be given by this Agreement will be in writing and deemed effective upon personal delivery, or 1 business day after being sent via registered or certified mail return receipt requested or by overnight commercial courier providing next business day delivery and addressed to the following respective parties:

To Owner: County of San Mateo Parks
Attention: Emma Gonzalez, Interim Director
455 County Center, 4th Floor
Redwood City, CA 94063

Copy to: Todd Mortensen
Senior Project Manager
Capital Program Management, Inc.
495 Seaport Court, Suite 103
Redwood City, CA 94063

- 17.9 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which when taken together will constitute one instrument. The counterparts of this Agreement, and all amendments, must be manually executed, but the exchange of copies of this Agreement and of manually executed signature pages by facsimile or by electronic mail as an attachment in portable document format (.pdf) to the addresses provided in this Agreement shall constitute effective delivery of this Agreement as to the Parties and may be used as a fully binding original in lieu of the original Agreement for all purposes.
- 17.10 Modifications.** All modifications to the terms and conditions set forth in this Agreement must be in writing and signed by an authorized representative of both parties.
- 17.11 Section Headings.** The Section headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

17.12 Legal Citations. Legal citations to statutory requirements are included in the Agreement for convenience and an omission of any statutory requirement will not relieve the Design-Builder or its Design Professionals and Subcontractors from compliance with the law.

17.13 Exhibits. The Supplemental Conditions and following Exhibits are incorporated by reference into the Agreement as though set forth in full.

17.14 Entire Agreement. This Agreement represents the entire integrated agreement between the Owner and Design-Builder and supersedes all prior oral and written negotiations, representations or agreements by the parties with respect to this subject matter. This Agreement is entered into as of the Effective Date first written above.

COUNTY OF SAN MATEO

DESIGN-BUILDER

Signature

Printed Name



Signature

Bruce Daseking

Printed Name

Exhibit 1 SUPPLEMENTAL CONDITIONS

DESIGN-BUILD AGREEMENT TABLE OF CONTENTS

Page

1.	DEFINITIONS.....	2
2.	WORK RESTRICTIONS.....	6
3.	SOILS INVESTIGATIONS AND HAZARDOUS MATERIALS	6
4.	SAFETY	7
5.	QUALITY ASSURANCE AND QUALITY CONTROL	7
6.	TEMPORARY FACILITIES.....	9
7.	SURVEYING	11
8.	DEMOLITION	11
9.	PROTECTION OF WORK AND PROPERTY	12
10.	WORKERS AND WORKERS' COMPENSATION	13
11.	CHANGE IN NAME OR LEGAL ENTITY.....	13
12.	PROHIBITED INTERESTS.....	13
13.	LAWS AND REGULATIONS	13
14.	STATUTORY PUBLIC WORKS CONTRACT REQUIREMENTS.....	14

SUPPLEMENTAL CONDITIONS TO DESIGN-BUILD AGREEMENT

1. DEFINITIONS

1.1 “Agreement” means the Design-Build Agreement between County of San Mateo and Design-Builder, dated March 10th, 2026, including the Supplemental Conditions to the Agreement and all Exhibits.

1.2 “Allowance” is a non-binding, good faith, estimate of all Cost of Work attributable to the Allowance item carried in the Contract Price. An Allowance is necessary in certain circumstances because the item, components and/or systems are anticipated but undefined at the time that the Contract Price is set, and may require further development by the Designer of Record, Owner, or other Design Professionals.

1.3 “Landscape Designer of Record” is the entity retained by the Design-Builder as the lead Design Professional that is responsible for the design of the Project. The Designer of Record for his Project is Siegfried Engineering.

1.4 “Background Documents” means any existing drawings Owner provides to Design-Builder for reference. Background Documents are not part of the Contract Documents.

1.5 “Bridging Contract Documents” is defined in Section 4.2

1.6 “Change Order” is defined in Section 9.1.

1.7 “Construction Documents” means the documents developed by Design-Builder that establish all requirements for work during the Construction Stage of the Project. The Construction Documents will be informed by, and be consistent with the Bridging Contract Documents.

1.8 “Construction Stage Services” means all labor, materials, equipment and appurtenances provided by the Design-Builder and its Subcontractors to complete construction of the Project in strict accordance with the 100% Construction Documents and other components of the Contract Documents, ensure that all mechanical and support systems, as applicable, are properly and fully operational, and obtain all required certificates, approvals, and temporary or permanent permits for occupancy, use and completion of the Project have been issued by appropriate governmental authorities.

1.9 “Contract Documents” are set forth in Section 3.1 of the Agreement and include the Agreement inclusive of Exhibits, the Supplemental Conditions to the Agreement, and the Construction Documents, to be developed by the Design-Builder, and all subsequent contract modifications issued after execution of the Agreement, such as Change Orders.

1.10 “Contract Price” is set forth in Section 7 of the Agreement and reflects the sum total of all compensation due to the Design-Builder for all design and construction services under the Agreement. The Contract Price is the sum of the Preconstruction Price and the Construction Price.

1.11 “Contract Time” is the time within which the Design-Builder must achieve Final Completion of all Work on the Project. The Contract Time is set forth in Section 8.1. **“Daily**

Construction Reports” means the daily log kept by the Design-Builder that describes the weather, each Subcontractor’s work on the site, the number of workers per trade, identification of equipment, construction work accomplished, problems encountered, and other similar relevant data such as accidents, service connections or disconnections, construction work stoppage, delays, material and labor shortages, and any applicable orders or requests from governing authorities.

1.12 “Design-Builder, Design-Build Entity” the entity that will enter into the Agreement with Owner and that will be the single point of accountability to Owner for delivering the services and the Project.

1.13 “Design-Build Subcontractors” means all Subcontractors that contract directly with the Design-Builder to perform design and construction services related to a specific trade or discipline.

1.14 “Design-Build Team” includes the General Contractor, Design Professionals and Design-Build Subcontractors members of the Design-Builder performing Preconstruction Stage Services and Construction Stage Services for the Project.

1.15 “Design Guide Illustrations” mean the drawings prepared by Owner and made a part of the Bridging Contract Documents.

1.16 “Design Professionals” means the Designer of Record, the structural engineer, and any other design consultants who are performing design services for the Project on behalf of Design-Builder but do not perform any Construction Stage Services.

1.17 “Design Services” includes all required design work required to complete the Project, consistent with the Bridging Contract Documents.

1.18 “Effective Date” means the date that the Design-Builder and Owner entered into the Agreement, which is set forth on page 1 of the Agreement.

1.19 “Facilities” means all equipment, products, materials, controls, software, both individually and collectively as a completed system.

1.20 “Final Completion” occurs on the date when Design-Builder has achieved Substantial Completion; all Final Punch List items have been completed and accepted by the Owner; all close-out documentation required under the Project specifications has been transmitted to the Owner’s Project Manager.

1.21 “Final Completion Date” is set forth in Section 8.1 of the Agreement.

1.22 “Final Design Package” is defined in Section 5.3 of the Design-Build Agreement.

1.23 “Final Punch List” is the punch list prepared by the Design-Builder in conjunction with the Owner after completing a Project walk-through upon Substantial Completion.

1.24 “Force Majeure Event” means an Act of God as defined under Public Contract Code section 7105, civil disobedience, an act of terror, or unavoidable casualties beyond the Design-Builder’s control, and not due to any act or omission of the Design-Builder or its Design Professionals and/or Subcontractors, that necessarily extends the Final Completion Date.

1.25 "Hazardous Materials and Substances" means any substance, product, waste, or other material of any nature that is or becomes listed, regulated or addressed under one or more of the following Environmental Laws: (1) CERCLA, (2) Hazardous Materials Transportation Act, (3) RCRA, (4) the Clean Water Act, (5) the Toxic Substance Control Act, (6) HSAA, (7) the California Porter-Cologne Water Quality Control Act, (8) the California Hazardous Waste Management Act, (9) the California Safe Drinking Water Act, (10) the California Waste Management Act, and (11) any other Federal or State law or local ordinance concerning hazardous, toxic or dangerous substances, wastes, or materials.

1.26 "Key Personnel" means the Design-Builder's personnel identified as key to the overall success of the Project, and, at a minimum, including those positions defined as Key Personnel in the RFQ and RFP. The Design-Builder's Key Personnel are specifically identified in **Exhibit 5B**.

1.27 "Owner" means San Mateo County - Parks.

1.28 "Owner-Elected Changes" are changes in the Work directed by the Owner that may impact the Contract Price, and Final Completion Date and are not: (i) reasonably inferable from the Bridging Contract Documents or Contract Documents; or (ii) required as a result of design errors and omissions.

1.29 "Owner's Minimum Requirements" mean the performance specifications and prescriptive specifications prepared by Owner and made a part of the Bridging Contract Documents.

1.30 "Owner's Suspension of Work" is when the Owner elects to suspend progress of Work on the Project under Section 16.2 of the Agreement.

1.31 "Party" or "Parties" means the Design-Builder or the Owner in the singular or the Design-Builder and Owner collectively who have executed the Agreement.

1.32 "Preconstruction Stage Services" means all services, labor, materials, equipment and appurtenances provided by the Design-Builder and its Subcontractors to prepare a Preliminary Design for the Project, as further defined in **Exhibit 3**.

1.33 "Preconstruction Survey" Design-Builder's deliverable comprised of a comprehensive preconstruction survey of the Work site as described in more detail in the Scope of Work.

1.34 "Product Data" includes illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design-Builder's Subcontractors illustrating materials or equipment for some portion of the construction work.

1.35 "Project" means the completion of the Preconstruction Stage Services and Construction Stage Services.

1.36 "Project Site" means that certain real property located at 1701 Coyote Point Drive, San Mateo, CA 94401 commonly known as Coyote Park.

1.37 "Project Baseline Schedule" means the approved critical path schedule prepared by the Design-Builder for performance of all Work within the Contract Time, as approved by the Owner.

1.38 “Punch List” is a list prepared by the Owner's Project Manager, when Design- Builder considers a portion of the construction work substantially complete, that includes all items that are incomplete or unsatisfactorily finished and a schedule for their completion.

1.39 “Request for Information” (“RFI”) means written requests prepared by the Design-Builder and/or its Subcontractors requesting clarification about design or raising coordination issues that impact design, cost or schedule. RFIs will be handled internally by the Design-Builder, with copies to the Owner.

1.40 “Samples” means physical examples of materials, equipment or workmanship required by the Construction Documents that are used to establish standards by which the construction work will be judged.

1.41 “Shop Drawings” means drawings, diagrams, and other data specially prepared by the Design-Builder and/or its Subcontractors, manufacturers, suppliers or distributors to demonstrate the way in which materials and equipment will perform in accordance with the design illustrated in the Construction Documents. Shop Drawings will be approved by Design- Builder, but Owner will also review.

1.42 “Site Logistics Plan” will provide phasing, establish the areas of the site that will be used for trailers, deliveries, staging, ingress and egress, location of major pieces of equipment, storage containers, stockpiles of materials, clearways used for emergency access, environmental controls, trailers for Design-Builder and Owner, parking facilities for Design- Builders, employees, and Owner, access road, fence line, etc.

1.43 “Specifications” means the component of the Construction Documents separate from the drawings, addressing all required materials, products and equipment, their installation and operation, quality assurances, reference standards, submittal requirements etc. The Specifications shall be developed in conjunction with the Construction Specifications Institute (“CSI”) 16 Division/Three Part Format, as established in the CSI Manual of Practice.

1.44 “Staffing Plan” means the plan submitted by the Design-Builder with its proposal.

1.45 “Subcontractor” means all contractors under direct contract with Design-Builder for performance of a portion of the construction work as well as any lower tier-subcontractors. The term subcontractor includes Design-Build Subcontractors.

1.46 “Submittals” includes Shop Drawings, Product Data, Samples, Mock-ups, and similar documentation for all items that are proposed to be incorporated into the Project and contract closeout requirements.

1.47 “Substantial Completion” means completion of all Preconstruction Stage Services and Construction Stage Services in accordance with the Contract Documents, and sufficient for the Owner to occupy and use the Facilities for their intended purpose; notwithstanding the foregoing, incomplete minor Punch List work that does not affect Owner's ability to occupy and use the Facilities for their intended purpose shall not prevent achievement of Substantial Completion.

1.48 “Substantial Completion Date” The Substantial Completion Date is set forth in Section 8.1 of the Agreement.

1.49 “Supplemental Conditions” means the Supplemental Conditions to the Agreement.

1.50 “Unforeseen Site Conditions” or “Differing Site Conditions” means discovery of unknown, unforeseen or differing site conditions, as defined in Public Contract Code section 7104, any unknown existing conditions in concealed spaces of the renovated portions of the Project.

1.51 “Work” means all work, including all services, labor, materials, equipment, tools, and appurtenances, necessary to complete the Preconstruction Stage Services and Construction Stage Services, as described in, or reasonably inferable from, the Contract Documents.

2. WORK RESTRICTIONS

2.1 Work Hours. All construction work will be performed between 8:00 a.m. and 5:00 p.m. Design-Builder will provide Owner with written notice for any construction work that will need to be performed after hours. All after hour construction work requires Owner’s written approval prior to commencement.

2.2 Signs. Design-Builder shall not erect any sign on the Project Site without the prior written consent of the Owner, which shall be at the sole discretion of the Owner.

2.3 Parking. Design-Builder works parking must be in Owner approved area.

2.4 Staging and Storage. Material will be stored only in the areas indicated on the Site Logistics Plan. Limited short-term staging areas will be designated in the Site Logistics Plan.

3. SOILS INVESTIGATIONS AND HAZARDOUS MATERIALS

3.1 Site Inspection. The Design-Builder is required to examine the Project Site before submitting its proposal. Design-Builder may not rely exclusively on Background Documents to determine the status of soil conditions, except for issues involving Unforeseen and Differing Site Conditions.

3.2 Hazardous Materials and Substances. The Design-Builder is responsible for the proper handling, removal and disposal of the “**Hazardous Materials or Substances**” that were pre-existing at the Project Site before commencement of construction and are part of the Work. The Design-Builder will not be considered the generator of any pre-existing hazardous materials on the Project Site. The Design-Builder is also responsible for all Hazardous Materials and Substances that it either requires through the Project design specifications or that are brought onto the Project Site by its employees and/or Subcontractors.

3.2.1 Unsafe or Hazardous Conditions. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from any Hazardous Materials or Substances encountered at the Project Site, the Design-Builder will stop any part of the Work that it deems unsafe until corrective measures have been taken. If the Design-Builder fails to take corrective measures, the Owner may do so. Failure on the part of the Owner to stop unsafe practices, or the Owner’s efforts to take corrective measures after the Design-Builder fails to do so, does not relieve or diminish the Design-Builder’s safety responsibilities.

3.2.2 Verification. Upon discovery of any Hazardous Material or Substance that has not previously been identified in the Design-Builder’s Hazardous Material Survey, the Design-Builder will immediately notify the Owner’s Project Manager and stop all construction work in the area if necessary. The Design-Builder will retain the services of a licensed laboratory to verify the presence or absence of the preexisting Hazardous Material or Substance. If preexisting Hazardous Material or

Substance is discovered, the Design-Builder will contact its licensed laboratory to verify that the condition has been rendered harmless before construction work recommences in the affected area. The Design-Builder may be entitled to an adjustment in the Contract Time if the Hazardous Material or Substance is deemed an Unforeseen or Differing Site Condition and impacts the Final Completion Date of the Project. If the Hazardous Material or Substance was pre-existing the Owner will pay for the services of the licensed laboratory. The Design-Builder will reimburse the Owner for the services of the licensed laboratory if the Hazardous Material or Substance was brought on-site by the Design-Builder or any of its Subcontractors or vendors.

4. SAFETY

4.1 Signs. The Design-Builder will erect and maintain, as required by existing conditions and performance of the construction work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

4.2 Weekly Safety Meetings. The Design-Builder will hold weekly meetings with its Subcontractors to review Subcontractor compliance with the Design-Builder's Health and Safety Program.

4.3 Daily Jobsite Walks. The Design-Builder will also conduct daily jobsite inspections to verify that the construction work is being performed in a safe and workmanlike manner and in accordance with the Design-Builder's Health and Safety Program. The Design-Builder will provide written notice to its Subcontractors demanding immediate correction of any known safety violation.

5. QUALITY ASSURANCE AND QUALITY CONTROL

5.1 Quality Control Plan. The Design-Builder will prepare and submit to the Owner's Project Manager for approval a plan that describes the procedures and methods the Design-Builder will utilize to control the quality of the construction work. The Quality Control Plan must be approved before the start of construction. The Owner reserves the right to require revisions of the Quality Control Plan that are necessary to ensure the specified quality of the construction work. The Design-Builder will assign appropriate site personnel to oversee quality control. No change in the Quality Control Plan will be implemented without prior Owner approval. At a minimum the Quality Control Plan will provide information regarding the following:

5.1.1 Quality control supervision and document control.

5.1.2 Identification of personnel for required training and qualification activities.

5.1.3 Procedures for testing and inspections that identify individual inspection or testing points and acceptance criteria, and include provisions for recording results and the responsible inspection/test personnel.

5.1.4 Procedures for identifying what applicable technical and quality requirements will be required of vendors supplying materials, parts and services to ensure compliance with the Contract Documents.

5.1.5 Procedures for receiving, inspecting and accepting materials and equipment. The procedures will include, at a minimum, examination of the physical condition for compliance with

the Contract Documents, purchase order and/or subcontract agreement, and identifying and processing any non-conforming goods.

5.1.6 Provisions for identifying and timely remedying non-conforming or defective construction work.

5.1.7 Documentation control to maintain records of the activities included in the Quality Control Plan. All documentation will be submitted to the Owner as part of the close-out documentation for this Project and therefore must be logically organized and indexed for reference.

5.2 Design Quality Control Plan. The Design-Builder will prepare and submit to the Owner for approval a Design-Quality Control Plan that describes the procedures and methods the Design-Builder will utilize to control the quality of the construction work. The Design Quality Control Plan must be approved before the start of construction. The Owner reserves the right to require revisions of the Design Quality Control Plan that are necessary to ensure the specified quality of the construction work. The Design-Builder will assign appropriate site personnel to oversee quality control. No change in the Design Quality Control Plan will be implemented without prior Owner approval.

5.3 Manufacturer's Field Services. To the extent required, the Design-Builder will engage in a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. All manufacturers' field service reports must be in writing and included as part of the records turned over to Owner during close-out.

5.3.1 Quality Control Reports. The Design-Builder will keep daily Quality Control Reports throughout the duration of the construction process certifying that the relevant area of the construction work has been inspected. The Quality Control Reports will be prepared, signed and dated by the personnel identified as the supervisor in the Quality Control Plan and will include, at a minimum, the following information: Identification of the material, equipment or component that was inspected and indicate, if applicable, if the Submittals have been reviewed and approved by the Design-Builder and Owner.

5.3.2 Indicate that materials and/or equipment comply with the requirements of Section 5.19.9 of the Agreement and are properly stored, if not yet installed.

5.3.3 Indicate that the construction work has been coordinated under Sections 5.19.4 and 5.19.5 of the Agreement, that all required preliminary work has been inspected by Quality Control personnel, was properly performed, and that the area is ready to receive subsequent construction work. If the construction work is not acceptable, provide a written description of any rework required in the area inspected with an explanation of the cause of the re-work (including which Subcontractors are involved), any cost involved in the required re-work, and the expected completion date of the required re-work.

5.4.4 Results of any off-site testing or quality control work and any required further actions.

5.4.5 Other necessary information including, directions received, quality control problem areas, deviations from the Quality Control Plan, construction deficiencies encountered, Quality Control meetings held, acknowledgement that as-built drawings have been updated (if applicable), corrective direction given by Quality Control personnel, and corrective action taken by the Design-Builder.

5.5 Quality Control Design Reports. The Design-Builder will keep daily Quality Control Design Reports throughout the duration of the construction process certifying that the relevant area of the construction work has been inspected. The Quality Control Design Reports will be prepared, signed and dated by the personnel identified as the supervisor in the Design Quality Control Plan. Quality Control Design Reports should be submitted as part of each design submittal.

5.6 Test and Inspection Logs. The Design-Builder will maintain an on-site inspection log that is accessible by the Owner. The log will document all tests and inspections performed at the Project during construction. In addition, the Design-Builder will prepare a sequentially numbered record of tests and inspections. The record of tests will include the following information:

5.6.1 Request for Inspection.

5.6.2 Date test or inspection was conducted.

5.6.3 Identity of testing agency or special inspector.

5.6.4 Description of the construction work tested or inspected.

5.6.5 Identification of any drawings or applicable details on the Construction Documents or Submittals that were used during testing and inspection.

5.6.6 Date that the test or inspection was concluded and the date that the results were transmitted to Owner.

6. TEMPORARY FACILITIES

6.1 Job Site Trailer(s). Design-Builder will provide, maintain, and pay for job site trailer(s) with space to accommodate Construction Manager, Inspector, and conduct weekly team meeting.

6.2 Temporary Electricity. Design-Builder will provide, maintain, and pay for temporary electrical power at the Project Site for construction purposes and trailers.

6.3 Temporary Communications. The Design-Builder will provide, maintain, and pay for all applicable communications and data service connections for field offices pursuant to **Exhibit 6B** of the Agreement, including all installation and connection charges.

6.4 Temporary Water. The Design-Builder will provide, maintain, and pay for all required potable water required for construction field personnel as well as water required for and in connection with the construction operations such as dust control. Unnecessary waste of water will not be permitted. The Design-Builder must use special hydrant wrenches for opening and closing fire hydrants in lieu of pipe wrenches.

6.5 Temporary Fences. The Design-Builder will provide all necessary temporary fencing and gates required for the Project Site. Temporary fencing will be subject to restrictions in the use permit. The Design-Builder will maintain all fences through Final Completion of the Project. Gates are to remain closed and locked during off-hours.

6.6 Temporary Sanitary Facilities. Provide and maintain all required temporary toilets for use of all design and construction personnel and field labor at the Project Site through Final

Completion of the Project. Location of temporary sanitary facilities will be approved by Owner's Project Manager prior to delivery. The Design-builder will provide at least 1 temporary toilet facility for every 20 persons. The Design-Builder will cause all design and construction personnel (including field labor) to use temporary sanitary facilities rather than Owner's facilities. All temporary sanitary facilities will comply with the Department of Health standards.

6.7 Temporary Barriers and Enclosures. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's safe use of the Project premise, and to protect existing facilities and adjacent properties from damage from construction operations per Section 8.

6.8 Water Control. Design-Builder will grade the Project Site as required by the civil design included in the Construction Document. During construction, the Design-Builder will maintain all trenches and excavated areas free from water accumulation and will provide the necessary barriers to protect the Project Site from ponding, running water and soil erosion. The Design-Builder will provide for increased drainage of storm water and any water that may be applied or discharged on the Project Site during performance of the construction work. All drainage facilities will be adequate to prevent damage to the construction work, Project Site, and adjacent property. Design-Builder will construct dikes, if necessary, to divert any increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the construction work, and to direct water to drainage channels or conduits. Design-Builder will provide ponding as necessary to prevent downstream flooding. Design-Builder shall be solely liable for any loss or damages resulting from Design-Builder's failure to comply with the provisions of the Dept. of Water Resources Best Management Practices and County requirements.

6.9 Pollution Control. The Design-Builder will provide a plan that meets the requirements of California Storm Best Management Practices (Stormwater Quality Task Force, 1993) to prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances and/or soil erosion during construction operations:

6.9.1 No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible best management practices will be taken to prevent materials from entering into any drain to watercourse.

6.9.2 In the event that dewatering of excavations is required, Design-Builder will obtain the necessary permits from local governmental authorities for discharge of the dewatering effluent. The Design-Builder will be responsible for assuring that water quality of the discharge meets the appropriate permit requirements prior to any discharge.

6.9.3 Erosion and sedimentation control practices will include installation of silt fences, straw wattle, soil stabilization, re-vegetation, and runoff control to limit increases in sediment in storm water runoff, including but not limited to, detention basins, straw bales, silt fences, check-dams, geofabrics, drainage swales, and sand bagdikes.

6.9.4 The construction work will be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation will be preserved to the greatest extent practicable. Temporary storage and construction buildings will be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover will be provided as necessary to control runoff.

6.10 Construction Equipment and Aids. Design-Builder will furnish, install, maintain, and operate all construction equipment required by the performance of the construction work. Construction aids include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of design or construction personnel, Owner's staff, or the public are in progress, Design-Builder will enclose the area of activity to contain the dust, over-spray, or other hazard.

6.11 Traffic Control. The Design-Builder will provide a traffic control plan in accordance with the California Department of Transportation Traffic Manual as part of its Site Logistics set forth in **Exhibit 6B**. The Design-Builder will submit its traffic control plan to the appropriate agency for approval, as necessary, before commencement of the construction work:

6.12 Removal of Temporary Facilities and Equipment. The Design-Builder will remove all temporary utilities, equipment, facilities, and materials before final inspection of the Project and clean and repair any damage caused by installation or use of temporary work restoring existing facilities to their original conditions.

7. SURVEYING

7.1 Field Engineering. The Design-Builder will employ a California State licensed civil engineer or land surveyor to provide field engineering services to establish benchmarks and line and grade for horizontal and vertical control.

8. DEMOLITION

8.1 Demolition Plan. Prior to commencing any required demolition work, the Design-Builder will submit a plan to the Owner's Project Manager for review and approval. Under no circumstances, can demolition interrupt the Owner's operations. The Design-Builder's plan, at a minimum, will address the following:

8.1.1 Identify areas that will require demolition and provide a schedule for those demolition activities that is coordinated with the Owner's operations and the approved Project Baseline Schedule.

8.1.2 Inventory materials and equipment that will be salvaged during demolition and whether the salvaged materials and equipment will be reused, returned to the Owner, or sold at fair market value on behalf of the Owner.

8.1.3 Document procedures for protecting the existing structure and/or building materials, equipment and components that are remaining, as well as protection plans for adjacent property and persons.

8.1.4 Document procedures for proper ventilation, noise, and dust control during demolition operations and clean-up after demolition is completed.

8.1.5 Document procedures for required disruption of any utility service as a result of demolition activities and a record of any utilities that are capped during the process. Any required shut-

off or interruption of service must be approved in writing by the Owner 14 business days in advance, and all necessary water, emergency power, etc., must be in place prior to shut-off or disruption.

8.1.6 Provide for all required temporary sheeting, shoring, bracing or other structural support necessary to ensure stability of the existing structure or adjacent properties and prevent movement, settlement or collapse during demolition operations. All required temporary structural support will be designed by a California licensed structural or civil engineer.

8.1.7 Document procedures to deal with encountering Hazardous Materials or Substances that comply with the requirements of Supplemental Conditions Section 3 and procedures regarding Unforeseen or Differing Site Conditions that comply with Supplemental Conditions Section 14.14.

8.1.8 Document procedures for hauling away and disposal of any demolished materials and equipment. The procedures should include, among other things, requirements for refrigerant recovery under Environmental Protection Agency, a list of all required hauling permits, requirements for hauling and disposing of Hazardous Waste, volatile organic compounds or any other substance that is regulated by Health and Safety Code, the Bay Area Air Quality Management Owner "BAAQMD" or any other governmental agency that regulates the proper hauling and disposal of certain materials and substances.

8.1.9 Document procedures to ensure that removal and replacement of equipment will not void any existing warranties.

8.1.10 Require a survey of existing conditions and video or photographic documentation before commencement of the demolition activity to demonstrate existing conditions of adjacent areas or property.

8.2 Permits and Fees. The Design-Builder will secure all required hauling permits. The Owner will reimburse the Design-Builder at cost, for all permits and dumping fees as part of the Cost of Work.

9. PROTECTION OF WORK AND PROPERTY

9.1 Design-Builder will be responsible for providing a safe place for the performance of the construction work and for the physical conditions and safety of areas affected by the construction work. Design-Builder will take all necessary precautions to provide for the safety and protection of all persons who may come in contact with the construction work and for all property and equipment within or adjacent to the Project Site including adequate precautions to protect existing trees, equipment, materials, utilities, and other adjoining property and structures. Design-Builder will repair any damage caused by its operations at its own expense and will provide protection to prevent damage, injury or loss to:

9.1.1 Owner's employees and other persons at the Project Site.

9.1.2 Equipment, materials, and vehicles stored at the site or off-site if under the care, custody, or control of the Design-Builder or its Design Professionals or Subcontractors.

9.1.3 Existing trees, structures, roads, equipment, property and the work of others when carrying out Design-Builder's Work. Refer to Tree Protection specifications as included as part of the Criteria Document includes as **Exhibit 2A**.

9.2 These precautionary measures will apply continuously and not be limited to normal working hours.

9.3 If damage to persons or property occur as a result of the construction work, Design-Builder will be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The Owner will be entitled to inspect and copy any documentation, video, or photographs.

10. WORKERS AND WORKERS' COMPENSATION

10.1 Design-Builder will at all times enforce strict discipline and good order among its employees. Design-Builder will not employ on the Project any unfit person or unskilled labor.

10.2 Design-Builder and its Subcontractors are required to secure the payment of compensation of its employees in accordance with Labor Code section 3700. Before commencing the Work, the Design-Builder, its Design-Build Team members, and its Subcontractors will sign and file a certification with the Owner under Labor Code section 1861 stating the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 any work or services under the Design-Build Agreement or any subcontract or design service agreements.

11. CHANGE IN NAME OR LEGAL ENTITY

11.1 If a change in name or nature of the Design-Builder's legal entity is anticipated, the Design-Builder will notify the Owner to ensure that the change will be properly reflected on the Agreement.

12. PROHIBITED INTERESTS

12.1 No public official or representative of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, supervise, make, accept, approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with design and construction of the Project, will be or become directly or indirectly interested financially in this Agreement.

13. LAWS AND REGULATIONS

13.1 Design-Builder will give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of Work. If Design-Builder observes that the Contract Documents are at variance with any laws, ordinances, etc., Design-Builder will promptly notify the Owner's Project Manager, in writing, and any necessary changes will be adjusted. If Design- Builder performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without notice to the Owner's Project Manager, it will bear all costs associated with any required corrections or repairs.

14. STATUTORY PUBLIC WORKS CONTRACT REQUIREMENTS

The following requirements apply to all public works construction work performed under this Agreement.

14.1 Public Works Registration. Design-Builder or its contractor, and all subcontractors, must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Design-Builder shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner on a monthly basis, and in a format prescribed by the Labor Commissioner. Design-Builder must also post notices at the work site pursuant to Title 8 California Code of Regulations Section 16451.

14.2 Use of Subcontractors. Design-Builder shall not subcontract any work to be performed by it under this Agreement without the prior written approval of Owner, which approval will not be unreasonably withheld. Design-Builder shall be solely responsible for reimbursing any subcontractors and Owner shall have no obligation to them. Attention is directed to the requirements of Section 4100 to 4113, inclusive of the California Public Contract Code which are applicable to the work covered by this Agreement.

14.3 Prohibition Against Contracting with Debarred Subcontractors. Design-Builder is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

14.4 Prompt Payment to Subcontractors. Design-Builder shall pay any subcontractors approved by Owner for work that has been satisfactorily performed no later than seven (7) days from the date of Design-Builder's receipt of progress payments by Owner. Within thirty (30) days of receipt of retention by Design-Builder and satisfactory completion of all work required of the subcontractor, Design-Builder shall release any retention payments withheld to the subcontractor. In the event Design-Builder does not make progress payments or release retention to the subcontractors in accordance with the time periods in this section, Design-Builder will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment. Owner may require Design-Builder to provide documentation satisfactory to Owner of Design-Builder's compliance with this requirement as a condition of final payment and release of contract retentions, if any.

14.5 Payment Bond for Construction Work. Pursuant to Civil Code Section 9550, Design-Builder shall furnish to Owner a Payment Bond in the amount of all equipment and construction costs, to provide Owner with security for Design-Builder's full payment to workers and subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the work applicable to this section.

14.6 Labor Code Provisions. In the performance of this Contract, Design-Builder's attention is directed to the following requirements of the Labor Code:

Hours of Labor. Eight hours labor constitutes a legal day's work. Design-Builder shall forfeit, as penalty to Owner, \$25 for each worker employed in the performance of the Agreement by Design-Builder or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Design-Builder in excess of eight hours per day and

40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one- and-one-half times the basic rate of pay, as provided in Section 1815.

Prevailing Wages. Design-Builder shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Design-Builder shall forfeit as a penalty to Owner an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Design- Builder. Pursuant to the provisions of Section 1773 of the Labor Code, Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at Owner and are available for review upon request.

Payroll Records. The Design-Builder's attention is directed to the following provisions of Labor Code Section 1776. The Design-Builder shall be responsible for the compliance with these provisions by his subcontractors.

- a. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- b. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Design- Builder on the following basis:
 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to Owner, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Design- Builder, subcontractor and the

entity through which the request was made. The public shall not be given access to such records at the principal office of the Design-Builder.

- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- d. The Design-Builder shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- e. Any copy of records made available for inspection as copies and furnished upon request to the public or Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Design-Builder shall not be marked or obliterated.
- f. The Design-Builder shall inform Owner of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- g. In the event of noncompliance with the requirements of this Section, the Design- Builder shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Design-Builder shall, as a penalty the State or Owner, forfeit Twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Design-Builder.
- h. The Design-Builder and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Design-Builder shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Design-Builder further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Apprentices. The Design-Builder and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment and of apprentices.

14.7 Skilled and Trained Labor Force Requirements. Design-Builder agrees to comply with all requirements related to providing a skilled and trained workforce, pursuant to Public Contract Code section 22164(c), and Public Contract Code sections 2600-2603, including but not limited to the requirement to submit monthly reports to the Owner.

14.8 Retention on Progress Payments. Owner will deduct and hold in retention five percent (5%) from each progress payment to Design-Builder for construction work, or portion thereof. The remainder, less any other deductions taken in accordance with the Agreement, will be paid to Design-Builder as progress payments.

14.9 Securities in Lieu of Retention. Pursuant to Public Contract Code Section 22300, Design-Builder may elect, in lieu of having progress payments retained by Owner, to deposit in escrow with Owner, or with a bank acceptable to Owner, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Builder and Owner. If Design-Builder elects to submit securities in lieu of having progress payments retained by Owner, Design-Builder shall, at the request of any subcontractor performing more than 5% of Design-Builder's total bid, make the same option available to the subcontractor.

14.10 Assignment of Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials, Design-Builder or subcontractor offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Builder, without further acknowledgement by the parties.

14.11 Third-Party Claims. Pursuant to Public Contracts Code Section 9201, Owner shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. Owner shall provide for timely notification to Design-Builder of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.

14.12 Public Contract Code Claims Procedures

14.12.1 Mandatory Prerequisites to Filing a Construction Claim. Prior to filing a construction claim pursuant to Public Contract Code Sections 9203 and 20104-20104.6 and this section, Design-Builder must first complete all Change Order procedures in Section 9 of the Design-Build Agreement. Any claim submitted prior to satisfaction of the Change Order procedures will be rejected as premature and untimely. A construction claim must be submitted no later than (a) 30 days after the completion of all Dispute Resolution Board procedures are completed, or (b) 30 days after the occurrence of the event giving rise to the claim.

14.12.2 Claims Procedures. In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, Design-Builder may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the Owner; (b) payment by the Owner of money or damages arising from work done by, or on behalf of, the Design-Builder pursuant to this contract and payment for which is not otherwise expressly provided or to which the Design-Builder is not otherwise entitled; or (c) payment of an amount that is disputed by the Owner.

14.12.3 Support for Claim. The Design-Builder shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Design-Builder's claim arises from an ongoing occurrence, and if

so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Design-Builder requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Design-Builder as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Design-Builder to provide sufficient documentation will result in denial of the claim. The Owner reserves the right to request additional documentation, or clarification of the documentation provided.

14.12.4 Response to Claim. Upon receipt of a claim, the Owner will conduct a reasonable review and provide a written statement to the Design-Builder identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The Owner and Design-Builder may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the Owner must make payment within 60 days of its issuance of the written statement.

If the Design-Builder disputes the Owner's written statement, or if the Owner fails to respond, the Design-Builder may demand an informal conference to meet and confer for settlement of the issues in dispute. The Owner will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the Owner will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of Owner to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Design-Builder must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

14.13 Utility Relocation. Pursuant to California Government Code Section 4215, if during the course of the work Design-Builder encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify Owner in writing. Where necessary for the work of the Contract, Owner will amend the Agreement to adjust the scope of work to allow Design-Builder to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If Design- Builder fails to give the notice specified above and thereafter acts without instructions from Owner, then it shall be liable for any or all damage to such utilities or other work of the Agreement which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

14.14 Trenching, Shoring, and Differing Site Conditions.

14.14.1 Compliance. Design-Builder will comply with Labor Code sections 6500, 6705, and 6707, and Public Contract Code section 7104 regarding trenching and shoring.

14.14.2 Permit Requirements for Trenches 5'-0" or More in Depth. Design-Builder agrees to comply in full with Section 6500 of the Labor Code and to provide the required permits prior to the initiation of any work, method, operation or process that involves: (i) construction of trenches or excavations that are 5'-0" or deeper and into which a person is required to descend; (ii) the construction of any building, structure, falsework, or scaffolding more than 3 stories high or the equivalent height; (iii) the demolition of any building, structure, falsework, or scaffold more than 3 stories high or the equivalent height; or (iv) the underground use of diesel engines in work in mines and tunnels.

14.14.2.1 Detailed Plans for Trenches 5'-0" or More in Depth. In compliance with Labor Code section 6705, the Design-Builder will submit to the Owner's Project Manager, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5'-0" or more in depth. If the plan varies from shoring system standards, the plan will be prepared by a registered civil or structural engineer. The plan will not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

14.14.2.2 Separate Bid Items for Sheet piling, Shoring, etc. To the extent that Design-Builder's Work involves construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5'-0" or deeper, Design-Builder will comply with all applicable laws, regulations, and codes and its bid and the Contract Price will contain, as a line item, adequate sheet piling, shoring, and bracing, or equivalent method, for the protection of life or limb pursuant to Labor Code section 6707, which will conform to applicable safety orders. Nothing in this section will be construed to impose tort liability on the Owner or any of its employees.

14.14.2 Excavations Deeper than 4'-0". If Work under this Agreement involves digging trenches or other excavation that extends deeper than 4'-0" below the surface, Design-Builder will promptly, and before the following conditions are disturbed, notify Owner's Project Manager, in writing, in accordance with Public Contract Code section 7104, of any:

14.14.2.1 Material that the Design-Builder believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

14.14.2.2 Subsurface or latent physical conditions at the site differing from those indicated.

14.14.2.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the construction work of the character provided for in the Bid Documents and under this Agreement.

14.14.3 Differing Site Conditions. Design-Builder's notice to Owner shall be issued by telephone or in person and followed within 24 hours thereafter by written notice, providing a brief description of why the condition encountered is considered a Differing Site Condition. Promptly

upon receipt of Design-Builder's notice, Owner will investigate the site conditions. If, during construction, the Design-Builder encounters an alleged Differing Site Condition, the Design-Builder shall immediately give written notice and may continue work; provided however that the following documents and information shall be submitted on a daily basis:

1. Digital photographs (paper and electronic copy) that detail the Differing Site Conditions;
2. An electronic copy of the pertinent data (e.g. settlement monitoring data, boring logs, dewatering production rates, etc.) for the previous 24 hours;
3. As applicable, sample of soil and groundwater in the alleged Differing Site Condition area.
4. Design-Builder's applicable daily reports for each day that the alleged Differing Site Condition exists; and
5. Detailed daily records (which shall include, but not be limited to, labor and equipment), describing the alleged Differing Site Conditions and the impact the Differing Site Conditions are having on the progress of the construction.

Immediate written notice shall describe the specific ground conditions encountered and the measures taken to deal with the ground conditions. The Design-Builder will provide the OR with written notice within 5 business days discovery of an Unforeseen and Differing Site Condition. The OR, in conjunction with the Owner and IOR, will promptly investigate the conditions, and if they find that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Design-Builder's Contract Price or Contract Time for any part of the Work, the OR will recommend that the Owner issue a Change Order under Section 9 of the Agreement. If it is determined that physical conditions at the site are not materially different from those indicated in Bid Documents or that no change in terms of the Contract Documents is justified, the OR will notify Design-Builder in writing, stating reasons the Design-Builder will not be entitled to an adjustment in the Contract Price or Contract Time. Such reasons may include any of the following:

14.14.4.2 Design-Builder knew of the existence of the conditions at the time Design-Builder submitted its proposal; or

14.14.4.3 Design-Builder should have known of the existence of the conditions as a result of having complied with the requirements of Contract Documents; or

14.14.4.4 The information or conditions claimed by Design-Builder to be latent or materially different consist of information, conclusions, opinions or deductions of the kind that precludes reliance upon; or

14.14.4.5 Design-Builder was required to give written notice of differing site conditions under the Contract Documents and failed to do so within the time required.

The Design-Builder will not be excused from the Contract Time to complete its Work and will proceed with all Work to be performed under the Agreement unless or until it is determined that Design-Builder is entitled to an adjustment under Section 9 of the Agreement. If the Design-Builder disagrees with the decision regarding an alleged Differing Site Condition, Design-Builder may pursue a claim under Section 14.12 of these Supplemental Conditions.

14.15 Design-Builder's License Requirements. Design-Builder and any approved subconsultants (for design, engineering, construction project management services) or subcontractors shall hold such current and valid licenses as required by California Law, including the Department of Industrial Relations (DIR) contractor and subcontractor registration requirements articulated in part by Cal. Labor Code section 1725.5.

14.16 Examination and Audit of Records. Pursuant to Government Code Section 8546.7, Design-Builder shall retain all project-related records for a period of 3 years after final payment on this DBO Contract, which shall be subject to audit or inspection by the Owner or the State Auditor during this period.

14.17 Safety Requirements. The Design-Builder shall promptly and fully comply with and carry out, and shall without separate charge therefore to the Owner, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Design-Builder. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to Owner, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Design-Builder's responsibility to furnish only such material, equipment and facilities.

14.18 Notice of Third-Party Claims. Pursuant to Public Contract Code section 9201, the Owner will provide Design-Builder with timely notification of the receipt of any third-party claim relating to the Agreement.

14.19 Assignment of Anti-Trust Actions. Pursuant to Public Contract Code section 7103.5 and Government Code sections 4554 and 4553, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Design-Builder, its Design Professionals and Subcontractors offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Agreement or any Subcontract. This assignment will be made and become effective at the time the Owner makes final payment to the Design-Builder, without further acknowledgment by the parties.

14.20 Compliance with All Applicable Laws. Design-Builder shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the Work. In the event Design-Builder fails to comply with these requirements, Owner may stop any Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Work shall be made the subject of a claim for an extension of time or increase in the compensation.

EXHIBIT 2A

San Mateo County – Parks Coyote Point Park Play Structures Replacement Project

Facility Design Criteria

November 20, 2025

Following is the design criteria for the pre-qualified Design-Build Entities to use as the basis for their proposal during the Request for Proposal (RFP) phase:

Project Scope Overview– Replacement of the existing Magic Mountain playground and installation of the new Eucalyptus playground.

1. **Magic Mountain Playground:** The existing Magic Mountain play structures and its surfacing are to be completely removed and replaced except for the “Dragon” features. The existing landscape areas within the playground are to be removed. New shade structures are required to replace the shade trees. The existing surrounding concrete walkways, ramps, stairs, and retaining walls are to remain except as necessary to accommodate accessibility requirements. The existing perimeter fence is to remain, but the internal fence separating the age groups is to be removed. Instead a visual separation should be created by use of site furnishings or features such as benches, picnic tables, and shade structures. All surfacing shall be Poured-In-Place (PIP).
2. **Eucalyptus Playground:** Removed

General Requirements:

1. The play structures and surfacing must comply with all applicable and current codes and standards such as ASTM F 1487-21, ASTM F1292-21, and the USCPSC Handbook for Public Playground Safety. Contractor to retain the services of a third-party Certified Playground Safety Inspector (CPSI) and provide the signed documentation of compliance certification.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

2. The play structures, surfacing, path-of-travel, and accessible parking stalls must comply with American with Disability Act (ADA) and accessibility code requirements including ASTM 1951
3. No Building permits are required for this project. However, Design-Builder is required to certify that the project meets all applicable building codes.
4. In accordance with the Federal Grant, all products must comply with the Buy Americas Act. Design-Builder is required to certify that the project meets all applicable Grant requirements.
5. The play structures, surfacing, site furnishings, and materials shall be aesthetically pleasing but also durable and low maintenance; poured-in-place (PIP) surfacing shall be very durable and capable of meeting the demand of a regional destination playground. Ensure ease of maintenance in items and materials used.
6. Shade is very important to mitigate surface temperatures of play equipment and PIP. Also, shade for the caregivers to sit and observe is important.
7. All improvements shall have a no-limit, non-prorated, 2-year comprehensive warranty in addition to specific product manufacturer warranties.
8. The Parks Department reserves the right to salvage items they want before DBE mobilization onto the site.
9. The anticipated disturbed area should be less than 1-acre and therefore a Storm Water Pollution Prevention Plan (SWPPP) should not be required. However, erosion control measures are required to comply with Best Management Practices (BMP's). Contractor is required to provide and maintain all water pollution prevention and erosion control measures during construction in accordance with County's Best Management Practices (BMP). Please refer to **Attachment A**.
10. The additional non-pervious surfacing will be required to be mitigated in accordance with California Water Resources Control Board requirements.
11. Parks will retain and pay for the services of a general inspector and special geotechnical and material testing and inspections.
12. Spill Prevention and Response:

Fluid spills shall not be hosed down. The Contractor shall use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible. If water must be used, the Contractor will be required to collect the water and spilled fluids and dispose of it as hazardous waste. Spilled fluids shall not be allowed to soak into the ground or enter into any watercourse.

Spilled dry materials shall be swept up immediately. The Contractor shall not wash down or bury any dry spills. Spills on dirt areas shall be removed by digging up

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

- and properly disposing of contaminated soil. The Contractor shall report significant spills to the County immediately.
13. Contractor is required to provide tree protection per the Parks Department's requirements included as **Attachment B**. Prior to any work, Contractor must meet with County Arborist to review proposed tree removal and protection requirements.
 14. Contractor will be responsible to provide any temporary facilities that will be required on site to implement the work. However, Park water and power can be used at no cost to contractor. Temporary fencing, sanitation facilities, and project site trailer is required. DBE to obtain approval of proposed location. Please refer to **Appendix D** of the RFP for the site logistic plans.
 15. Contractor and its sub-contractors are required to comply with all Park rules while in the Park. Any violation of Park Rules will result in the immediate removal of person(s) from Park and project.
 16. Access to the project site will be through the main entrance. The main gate is always open. There is a second interior gate that leads to the Magic Mountain playground which is opened between 7:30 and the official park opening at 8am. Closing time varies throughout the year. Park closes at 8pm in summer and 5pm starting in November. If DBE wants to start before 8 or work past 5:00 accommodations will be provided.
 17. Contractor to provide notifications at least 48-hours in advanced for any planned power or water shut-offs that may affect areas beyond the building area itself.
 18. Clean soil and green waste may be disposed of on-site at locations determined by County.
 19. Parks will be providing their standard signage on rules for Design-Builder to install. The Design/Builder to provide locations in the design for signs at entrance locations for separate English and Spanish signs. All signage to be in accordance with ASTM F1487-21 – 14.

Site Requirements:

1. The surfacing shall be aesthetically pleasing but durable and low maintenance; poured-in-place (PIP) surfacing shall be very durable and capable of meeting the demand of a regional destination playground.
2. Site grading around new construction is required to ensure smooth and flush transitions to existing grades, walks, and paths.
3. Provide positive drainage to prevent ponding water.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

4. All new site concrete needs to have a medium broom finish or to match the existing finishes where applicable and meet ADA-required slopes and cross-slopes requirements.
5. All new walkways to be a minimum of 4" concrete reinforced with #4 rebar at 12" o.c. in both directions. Walkways to be located a minimum of 5-feet from tree trunks and be on 6" of ¾" aggregate or more if recommended in the Geotechnical report. Transition to natural grade with topsoil.
6. ADA-compliant accessible parking and path-of-travel are included in the scope. The existing accessible parking stalls and signage have been evaluated for current code compliance, and any necessary improvements are included in the scope. Refer to **Appendix E** to the RFP.
7. All site work, grading, and paving must comply with the recommendations in the Geotechnical Report.

Utility Requirements:

1. Provide storm drain structures and retention system as may be required to mitigate run-off.
2. The existing Drinking Fountains will be replaced by Parks. Protect in place.
3. There is no lighting or other powered items in areas of work and therefore there are no electrical requirements.

Magic Mountain Play Structure:

1. Parks conducted a public survey for community input that has been summarized in a PowerPoint presentation that is included as **Attachment C**. The proposer is to carefully review the survey results and address the desires of the community in their proposed design solutions.
2. The existing Magic Mountain play structures and all PIP and engineered wood fiber surfacing is to be completely removed and replaced except for the "Dragon" features. Please refer to **Attachment D** for the construction plans of the existing structure. The Dragon features needs to be properly incorporated into the designs and protected during construction. They will also need to be repainted to match the color scheme of the new playground. The portion of the Dragon feature that is outside of the fenced area in the landscaping can remain. All PIP is to be removed and replaced. The proposed Design could include recreating the existing design in the PIP specific to the Dragon feature if desired.
3. The Community is very excited to keep the dragons, and would like to build a playground theme with that in mind. Nautical and mystical were the two primary words used. Coyote Point's existing color theme is blue, so nautical is logical, and the dragons could be painted as (not scary) sea dragons.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

4. The existing elevation change should remain. The play hill that connects the base level and the upper level should have at least 4 (but could be more) slides on it with two being side-by-side. At least one of these slides should be useable by kids under the age of 3 years old and be situated near the tot lot. The play hill should also have two features that allow kid to climb up it. This can be a rope, pegs, elevated platforms, or any other options available; the goals should be maximizing fun and creative play.
5. Based on the survey information, the most popular tower was the sample from Landscape Structures Volo Aire. The Volo Aire has two options, a two slide option and a three slide option. Consideration should be given to if the project site can accommodate the three-slide option. Regardless of if the two-slide option or three slide option is used, at least one slide, but two would be better, needs to traverse all the way to the base level. Parks desire is to have as few as possible different equipment manufacturers.
6. A zip line should have two bays (one with a rope swing style seat and one with the accessible bucket seat) and be at least 55 feet long, but preferably over 65 feet long.
7. The swing bank shall have, as a minimum standard, two (2) conventional swings, one (1) bucket seat swing with a harness, and one (1) friendship swing. If possible, more swings should be included to meet the preferences of the survey results.
8. The tot lot should have, at a minimum, the tower, climber and double slide preferred in the survey, as well as a bridge and a sensory feature. The tot lot should have other features that will provide a fun experience for kids not yet able to use the bigger playground features.
9. The existing surrounding concrete walkways, ramps, stairs, and retaining walls can remain except as necessary to accommodate accessibility requirements. Please refer to **Appendix E** of the RFP for the Accessibility Report.
10. The existing grass area located within the fenced playground area is to be removed. There is to be no lawns or landscaping within the fence line of the playground due to difficulty to maintain within the area.
11. The existing perimeter fence and gates appear to be structurally sound, but aesthetically they do not look good. Parks preference is to spend the limited funds on the play structures and features. However, if feasible it would be nice to address the perimeter fencing and gates.
12. The existing chain-link fencing on top of the retaining walls that serves as a guardrail is to be replaced with vertical picket metal railing.
13. The existing trees and roots are to be removed due to root invasion and damage to existing PIP. These landscape areas should be replaced with shade structures.
14. The surfaces of the existing retaining walls need to be addressed in proposed new design to mitigate graffiti issues.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

15. The internal fence separating the age groups is to be removed. The tot lot amenities (2 to 5-years old) and the 5 to 12-years old amenities should be located in different zones, but should not be divided by a physical barrier as they currently are with a fence. Instead a visual separation should be created by use of site furnishings or features such as seat walls and/or benches with shade structures. Preference for no picnic tables within the fence line of the playground. It is important that kids can easily and freely move between the two spaces and that parents can have kids on both simultaneously and be able to access both areas easily.
16. All surfacing shall be Poured-In-Place (PIP). The color of PIP should match the color scheme preferred by the community in the survey. There is a concern of the surface temperature of PIP. Mitigation measures should be taken for lighter colors and shading to keep temperatures lower. Use no more than two colors of poured-in-place, less than 30% black rubber granules. Depending on cost, could use only one color of poured-in-place as well. Please refer to the outline specification included in for additional material requirements.
17. Places for people to sit is very important. Especially shaded places to sit in where parents can supervise their children playing with good sight lines. Seat walls were also frequently mentioned, particularly as a way to separate the different aged playgrounds. Review the adjacent area in the Park known as the “Promenade” for recently constructed seat walls for inspiration.
18. Provide combination trash/recycle receptacles at each entry way into the playground area and one located within the fenced area.

Eucalyptus Picnic Area Play Structure: Removed

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

Outline Specifications:

Note that the DBE is required to provide and obtain approval of product submittals for all items being proposed for incorporation into the project and is not limited to the items listed below. All products must be made in the USA as required by the Federal Grant.

Cast In-Place Concrete:

Part 1 General

- A. Warranty:
 - 1. Unconditional two (2) year installation warranty for cracking and settlement.
 - 2. Site review with the Parks Project Manager prior to expiration of warranty as a condition to end installation warranty period.
- B. Pre-installation Meeting:
 - 1. Schedule a pre-installation meeting with Designer, Owner's Representative, Project Inspector, and Contractor in attendance.
- D. Codes and Standards:
 - 1. Comply with the latest editions of all applicable codes.
 - 2. Comply with American Concrete Institute Guidelines.
 - 3. Comply with the American with Disabilities Act (ADA).
- E. Submittals:
 - 1. Provide proposed mix designs. The DBE's Structural Engineer of record and the Parks testing laboratory must approve all mix designs.

Part 2 Products

- A. All concrete to be batched in a certified plant capable of achieving waiver of continuous batch plant inspection in accordance with CBC 1705A.3.3.
- B. All concrete to be produced by the same batch plant.
- C. Structural concrete mix design shall yield specified strength prior to 28 days.
- D. Steel Reinforcing Bars: ASTM 615 Grade 60.
- E. Welded Wire Mesh: ANSI/ASTM A185 plain type, coil rolls, uncoated finish.
- F. Concrete: Design mixes shall be as specified in title 24 California Building Code. Concrete Strength at 28 days: 3,000 P.S.I. for regular weight and 3,500 P.S.I. for lightweight concrete.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

Part 3 Execution

- A. Concrete Finishes: All walkways shall match the existing finishes.
- B. All exposed concrete shall be sacked and patched.
- C. Comply with American Concrete Institute recommended guidelines.

Chain Link Fencing and Gates:

Part 1 General

- A. Warranty:
 - 1. Manufacture fifteen (15) year warranty.
 - 2. Site review with the Parks Project Manager prior to expiration of warranty as a condition to end installation warranty period.
- B. Codes and Standards:
 - 1. Gates and Hardware to comply with all applicable codes.
- C. Submittals:
 - 1. Provide manufacturer data, samples, and shop drawings

Part 2 Products

- A. 48" Vinyl Coated Fabric and color matching accessories.
- B. 2" diamond mesh interwoven wire, 9 gauge thick, top and bottom selva ge knuckle end closed.
- C. Line posts: 2.38" diameter, 3.65 lbs./ft.
- D. Corner and Terminal posts: 2.88" diameter, 5.79 lbs./ft.
- E. Swing Gate Posts: galvanized steel, ASTM A 120 or ASTM A 123, with not less than 1.8 oz. zinc per sq. ft. of surface.
 - 1. 2.875-inch OD Pipe.
- F. Top and Brace Rail: 1.66" diameter, 2.30 lbs./ft., plain end, sleeve coupled.
- G. Gate Frame: 1.90" diameter, 2.72 lbs./ft. for fittings and truss rod fabrication.
- H. Tension Wire: 7 gauge thick high-carbon steel coil-spring wire, single strand.
- I. Tension Bar: 3/16" thick by 3/4" wide steel, not more than 2" shorter than fabric height.
- J. Tension Strap: 1/8" thick steel.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

- K. Tie Wire: 9-gauge galvanized steel wire.
- L. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
- M. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; coated galvanized steel.
- N. Accessible Gate Hardware with hold open lockable hasp.

Part 3 Execution

- A. Install per Chain Link Fence Manufacturer Institute recommendations.

Metal Railing:

Part 1 General

- A. Warranty:
 - 1. Manufacture fifteen (15) year warranty against rust.
 - 2. Site review with the Parks Project Manager prior to expiration of warranty as a condition to end installation warranty period.
- C. Codes and Standards:
 - 1. Railing to comply with all applicable codes.
- D. Submittals:
 - 1. Provide shop drawings.

Part 2 Products

- A. All exterior metal fabricated items to be hot-dipped galvanized after fabrication.
- B. All railing pickets to be vertical.

Part 3 Execution

- a. Install per approved shop drawings and all applicable codes.

Poured-In-Place (PIP) Surfacing:

Part 1 General

- A. Warranty:
 - 1. Manufacture seven (7) year warranty.
 - 2. Manufacturer's standard form in which manufacturer agrees to repair or replace

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

components of playground surface system that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:

- a. Reduction in impact attenuation.
 - b. Deterioration of surface and other materials beyond normal weathering.
 3. Site review with the Parks Project Manager prior to expiration of warranty as a condition to end installation warranty period.
- B. Pre-installation Meeting:
1. Schedule a pre-installation meeting with Designer, Owner's Representative, Project Inspector, and Contractor in attendance.
- C. Codes and Standards:
1. Poured in place surfacing within the playground equipment use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F 1292-22. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed.
 2. Comply with the latest editions of all applicable codes.
 3. Comply with the American with Disabilities Act (ADA).
 4. Comply with ASTM F-1292-22 and F-3351-19E1
- D. Submittals:
1. Provide manufacturer data and samples.
 2. Provide a signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM-F1292-22 for a head-first fall from the highest accessible portion of the specified playground equipment.
 3. Provide a signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer's Trained Installers.

Part 2 Products

- A. SafePour EPDM, or approved equal.
- B. High traffic areas require special resilient product.
- C. Include "Premium" Aliphatic UV Stable polyurethane binder.
- D. Include Mirafi 140N Geotextile fabric under all PIP areas.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

Part 3 Execution

- A. Install per manufacturer recommendations and Geotechnical report.

Signage:

Part 1 General

- A. Warranty:
 - 1. Manufacture ten (10) year warranty.
 - 2. Site review with the Parks Project Manager prior to expiration of warranty as a condition to end installation warranty period.
- B. Codes and Standards:
 - 1. Signage to comply with all applicable codes.
- C. Submittals:
 - 1. Provide manufacturer data and shop drawings.

Part 2 Products

- A. Signage is to be installed on 2" diameter galvanized steel posts with welded cap.
- B. Accessible Parking signage it to be provided by DBE.
- C. Parks will provide the "Playground Rules" sign for DBE to install. Refer to **Attachment F**.

Part 3 Execution

- D. Sign posts are to be installed in 12" diameter footings 24" deep.
- E. Install per approved shop drawings and all applicable codes.

Site Furnishings:

Part 1 General

- A. Warranty:
 - 1. Unconditional two (2) year installation warranty.
 - 2. Site review with the Parks Project Manager prior to expiration of warranty as a condition to end installation warranty period.
- B. Codes and Standards:

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

1. Site Furnishings to comply with all applicable codes.
- D. Submittals:
 1. Provide product data and shop drawings.

Part 2 Products

1. Concrete Benches:
 - a. Outdoor Creations – or approved equal
 - b. Designer to select from variety of choices available from manufacture that best suits the design and/or site built concrete seat walls.
 - i) <https://www.outdoorcreations.com/products.php?productcode=0F7MXWBv2HAYNJussexs>
2. Waste Receptacles (Combination Waste/Recycle):
 - a. Bear Saver – Model #CE 240 or approved equal
 - i) <https://bearsaver.com/collections/bear-resistant-ce-series-trash-cans-and-recycle-bins/products/bearsaver-ce-series-double-trash-recycling-enclosure-ce240-ch>
 - b. Color: Forest Brown
 - c. Labels for “Mixed Recycle” and “Trash”
 - d. Stainless steel padlock hasp

Part 3 Execution

- a. Install per approved shop drawings and all applicable codes.

Attachments to Facility Design Criteria:

- A. Water Pollution Prevention BMP
- B. Tree Protection Requirements
- C. Community Survey
- D. Magic Mountain Existing Plans
- E. Potential Eucalyptus Options - REMOVED
- F. Playground Rule Signage

Exhibit 2A

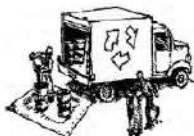
Attachment A – Water Pollution Prevention BMP



Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- Beam and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- Store hazardous materials and wastes in weather tight containers, cover in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, pty board, pipe, etc.).
- Dispose of liquid residues from paints, thinners, solvents, greases, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



Maintenance and Parking

- Designate an area, lined with appropriate BMPs, for vehicle and equipment parking and storage.
- Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- If refueling or vehicle maintenance must be done onsite, work in a bonded area away from storm drains and over a drip pan or drip cloth big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- If vehicle or equipment cleaning must be done onsite, clean with water only in a bonded area that will not allow excess water to run into gutters, ditches, storm drains, or surface waters.
- Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- Keep spill cleanup materials (e.g., rags, absorbents and oil liners) available at the construction site at all times.
- Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- Clean up spills or leaks immediately and dispose of cleanup materials properly.
- Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, oil liner, and/or rags).
- Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill, 1) Dial 911 or your local emergency response number; 2) Call the Governor's Office of Emergency Services Warning Center, (800) 553-7559 (24 hours).

Earthmoving



- Schedule grading and excavation work during dry weather.
- Reestablish all disturbed areas, install and maintain temporary erosion controls (such as erosion control fabric or seeded fiber matrix) until vegetation is established.
- Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- Prevent sediment from exiting offsite and protect storm drain inlets, pumps, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as filter rolls, silt fences, sediment basins, gravel bags, berms, etc.

Contaminated Soils

- If any of the following conditions are observed, test for contamination and consult the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Buried barrels, debris, or trash.

Paving/Asphalt Work



- Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- Cover storm drain inlets and manholes when applying seal coat over dirty seal, fog seal, etc.
- Collect and recycle or appropriately dispose of excess alternative gravel or sand. Do NOT sweep or wash it into gutters.
- Do not use water to wash down fresh asphalt concrete pavement.

Severing & Asphalt Concrete Removal

- Protect heavy storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filter, or gravel bags to keep slurry out of the storm drain system.
- Shovel, absorbent or vacuum up cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner).
- If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



- Once concrete, grout, and mortar are dry, wash down drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- Wash out concrete equipment/trucks outside or in a designated washout area, where the water will flow into a temporary waste pit, and in a container that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- When working exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bonded surface to be pumped and disposed of properly.

Landscaping



- Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- Check bagged material on pallets and under cover.
- Discontinue application of any erodible landscape material within 7 days before a forecast rain event or during wet weather.

Painting & Paint Removal



Painting Cleanup and Removal

- Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinner and solvent. Dispose of excess liquids in hazardous waste.
- Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- Chemical paint stripping residue and chips and dust from marine paints or paint containing lead, mercury, or chromium must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



- Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to back-slope area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- Divert run-off water from off-site away from all disturbed areas.
- When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and handled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!

Exhibit 2A

Attachment B – Tree Protection Requirements

SECTION 31 1311

TREE PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Tree Protection measures as specified in this Section.

1. The work includes pruning of vegetation to be protected that are affected by temporary or permanent construction.

1.2 DEFINITIONS

A. Vegetation: Shrubs, groundcovers, grass, and other plants.

B. Plant Protection Zone: Area surrounding individual trees, groups of trees, and other vegetation to be temporarily protected during construction with fencing.

C. Root zone: The root zone diameter of a tree is determined to be that area located out a distance 15 times the trunk diameter in all directions or the drip line, whichever is greater.

D. Tree Protection Zone: temporary tree protection shall extend till the edge of the root zone, unless otherwise noted and shall be fenced. At no time shall the fencing be located closer than 3-feet away from the approved foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk.

1.3 Tree Pruning Schedule: Submit written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

B. Reviews: Prior to proceeding with any tree removal or pruning, the Contractor shall notify the County 72 hours in advance for a review by the County Arborist.

PART 2 - PRODUCTS

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

2.1 MATERIALS

- A. Fencing: New or re-used chain-link, plywood, wood, or plastic, as approved by the county, minimum 4' high. Fence material shall be mounted on 2" diameter galvanized iron poles, maximum spacing 10' between poles.
- B. Warning Sign: Laminated card, rigid plastic or metal sheet, minimum 8.5"x11", with attachment holes, legibly printed with non-fading letters.
 - 1. Sign shall clearly state "WARNING – Tree Protection Zone"
- C. Topsoil: The top layer of existing soil below the grass root zone, containing minerals and organic materials including humus. Depth of topsoil shall be taken to be 2-4 inches deep or as determined by the County at the time of construction.

PART 3 – EXECUTION

3.1 PRE-CONSTRUCTION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross plant protection zones.
- B. Existing Conditions: Review existing trees and vegetation indicated to remain on site, and document preconstruction conditions that might be misconstrued as damage caused by construction activities.
- C. Documentation: Prepare written report if necessary, endorsed by arborist, listing conditions detrimental to the protection of trees and vegetation.
- D. Preconstruction Meeting: Review methods and procedures related to temporary plant protection including, but not limited to:
 - 1. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
 - 2. Enforcing requirements for protection zones.
 - 3. Field maintenance and quality control.
- E. Install all protection fencing for tree and plant protection zones prior to any site preparation, demolition, or grading work.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

- F. Identification: Trees to be preserved shall be marked with a spot of paint. The marking is required to notify designated Inspectors that the subject tree or tree(s) are to be fenced at all times during construction.
- G. Verification: Verify in writing that all preconstruction conditions noted herein have been met and are in place. Submit verification to the Architect for approval prior to any site preparation, demolition, or grading work.

3.2 PROTECTION ZONES

- A. Tree and plant protection zones shall be maintained in a natural condition and not compacted. The following practices are prohibited within tree and plant protection zones:
 - 1. Storage of construction materials, debris, or excavated materials.
 - 2. Dumping of chemicals or garbage.
 - 3. Parking vehicles or equipment.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
 - 8. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Prohibit heat sources, flames, ignition sources, and smoking within or near tree and plant protection zones and mulch.
- C. Signage: Install warning signs in visibly prominent locations in a manner approved by the Architect or Project Arborist - in enough quantity so as to be visible from all visible sides.
- D. Fencing:
 - 1. Fencing shall be located at the edge of the tree protection zone, unless otherwise noted on the Drawings or as approved by the Architect or Project Arborist.
 - 2. Fencing shall be rigidly supported and maintained during all construction periods until Final Inspection.
 - 3. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the tree protection zone.
 - 4. Temporary access is permitted subject to preapproval in writing by Project Arborist if a root buffer effective against soil compaction is constructed as directed by Project Arborist. Maintain root buffer so long as access is permitted.
 - 5. Removal of fencing shall be approved by County Arborist.

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

3.3 EXCAVATION

- A. All cut, fill and/or foundations or walkways shall be located a minimum of 5-feet away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6-feet away from the outside edge of the trunk for all trees of a trunk diameter less than 2-feet. The diameter of a tree shall be measured at 4-feet and 6-inches above the surrounding grade (diameter at breast height, (DBH). Where Drawings conflict with this, immediately contact the County Project Manager.
- B. Utility and Drain lines: Shall be located outside the root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within six (6) feet of the trunk. Immediately contact the Architect if the Drawings conflict with this.
- C. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection:
 - 1. Hand trench at point or line of grade cuts closest to the trunk to expose major roots 2- inches in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the Architect, provided that work inside the drip-line is closely supervised by the Arborist to prevent tearing or other damage to major roots.
- D. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3-inches back from new construction and as required for root pruning.
- E. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.4 PRUNING

- A. All tree pruning and tree damage repair shall only be performed by a qualified tree care specialist, or certified tree worker. Verify all pruning with County Arborist prior to start of pruning work.
 - 1. Trees shall be pruned to reduce hazards and develop a strong, safe framework of

San Mateo County – Parks Dept. – Coyote Point Park
Play Structure Replacement Project
Facility Design Criteria

branches. Trees may also be pruned for ‘crown cleaning’ as defined by the International Society of Arboriculture Pruning Guidelines. Any pruning beyond these activities must be authorized by the County Arborist.

3.5 REPAIR & REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Perform repairs within 24 hours.
 - 2. Replace vegetation that cannot be repaired and restored to full-growth pattern, as determined by Project Arborist.
 - 3. Replacement planting shall conform to Specification Section Landscape Planting, and soil amendments shall conform to Specification Section Soil Preparation.
- B Soil Aeration: Where directed by County Arborist, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augured soil and sand.

3.6 REGRADING

- A. Lowering and raising grades: Where new finish grade is indicated below or above existing grade around trees, maintain existing grades within the Tree Protection Zone, and slope grade beyond the Tree Protection Zone.
- B. Lowering grade within Tree Protection Zone: slope grade away from trees as recommended by County Arborist.
- C. Minor Fill within Tree Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

END OF SECTION

Revitalize Coyote Point



Magic Mountain
Playground
Survey Results



Revitalize Coyote Point



466 survey responses were collected between May 22 – June 17; survey offered in English and Spanish

Online Survey

- QR code on sidewalk stickers, A-frames, and banners at Coyote Point
- Link on SMCP website and sent out in county newsletter
- Link and flyer sent to local organizations, including Peninsula Family Services, SM Pride Center, libraries, and CuriOdyssey
- Link sent to San Mateo – Foster City School District, which was sent out in their weekly newsletter

Paper Survey

- Interpretive staff, including a bilingual staff member, collected surveys at Homework Central event at Coyote Point
- El Concilio promotores were paid a stipend to collect surveys, focusing on north central and Shoreview neighborhoods of San Mateo
- Youth from Latchkey Alternative Center in Daly City (zip code is 3rd highest user of Coyote Point) completed surveys during a day camp at Fitzgerald Marine Reserve

Revitalize Coyote Point

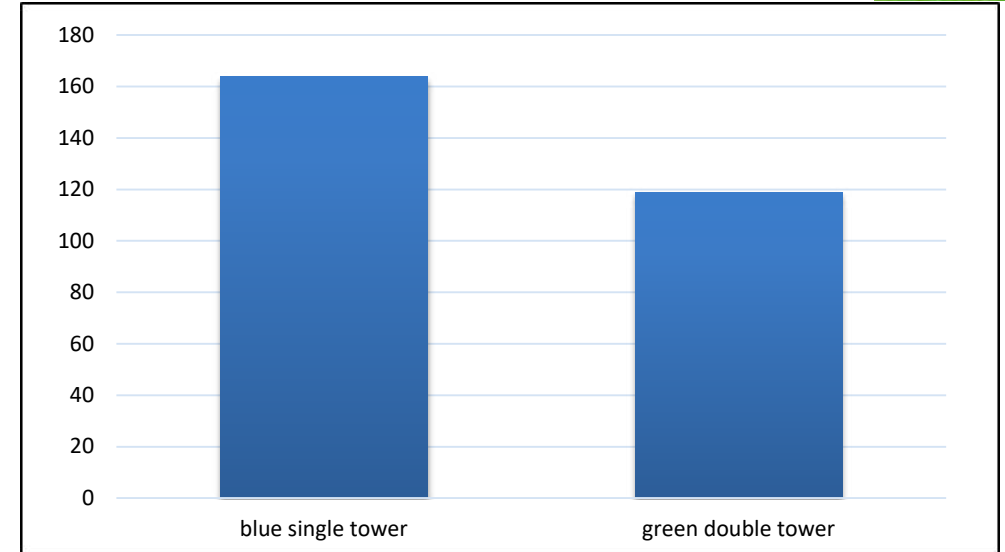


Question 1: Which play tower do you prefer?

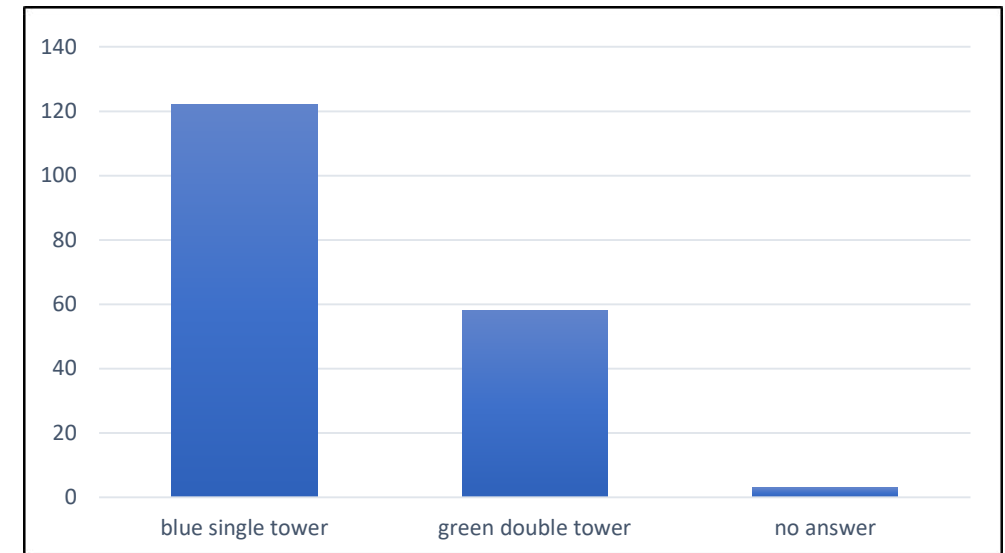
61% (286 respondents) selected the **blue inclusive single tower with multiple climbing elements and slides.**



Online Survey



Paper Survey



Revitalize Coyote Point

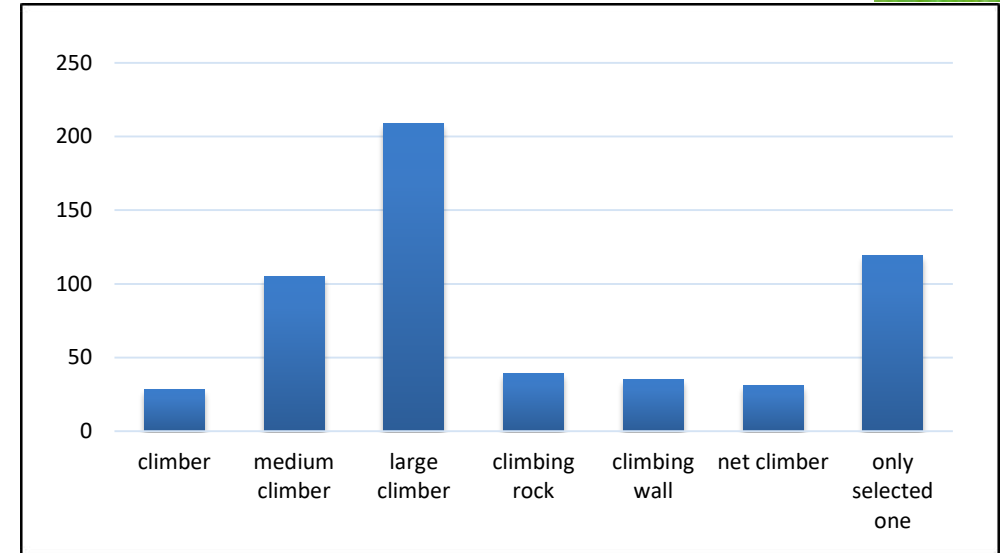


Question 2: What type of climbing feature do you prefer?
(Select two)

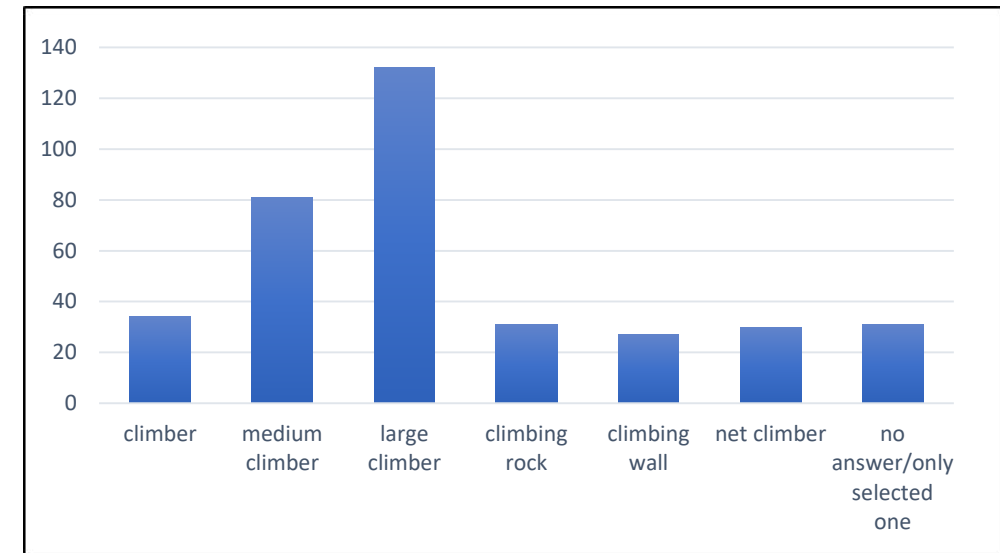
73% (341 responses) selected the **large climber** and
40% (186 responses) selected the **medium climber**.



Online Survey



Paper Survey



Revitalize Coyote Point

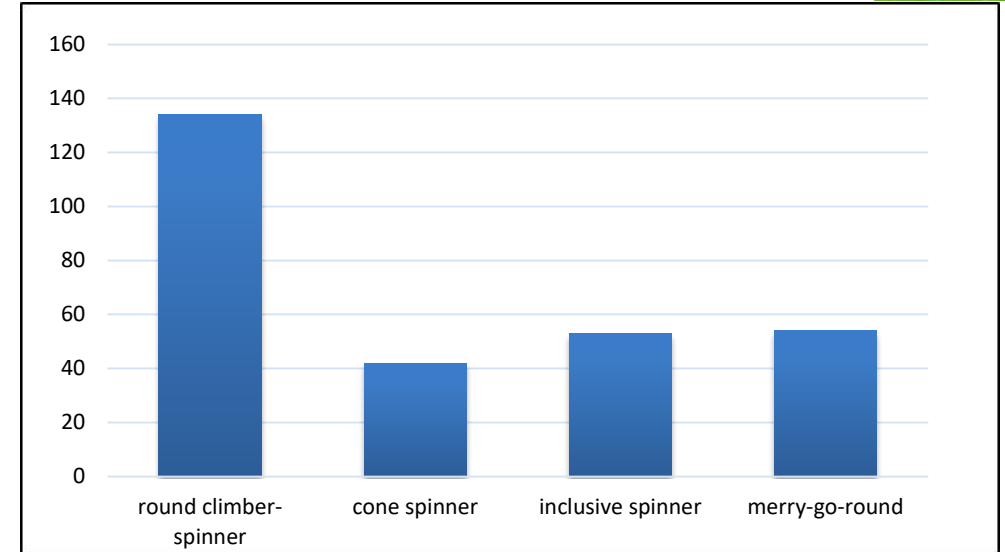


Question 3: What type of spinner do you prefer?

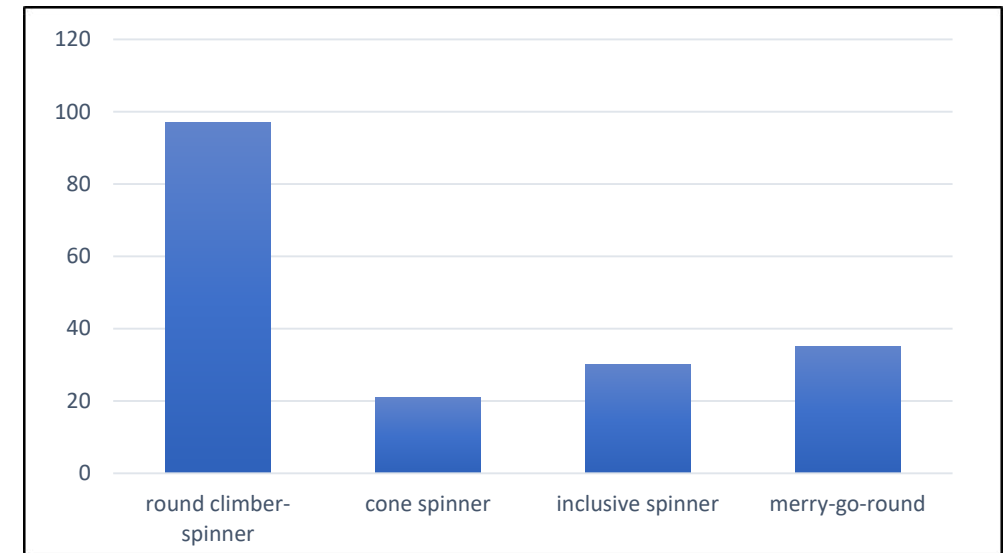
50% (231 respondents) selected the **round climber-spinner**.



Online Survey



Paper Survey



Revitalize Coyote Point

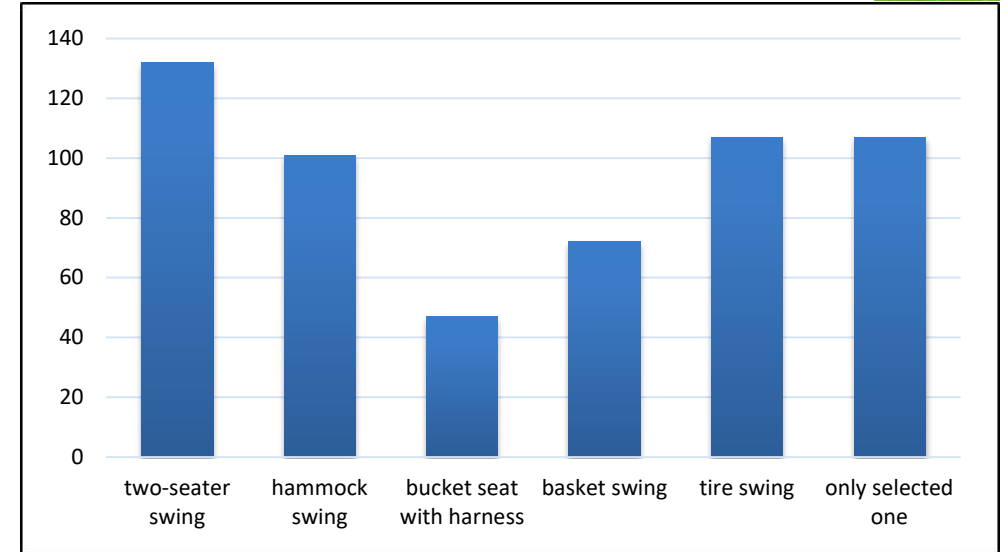


Question 4: What type of swing do you prefer?
(Select two)

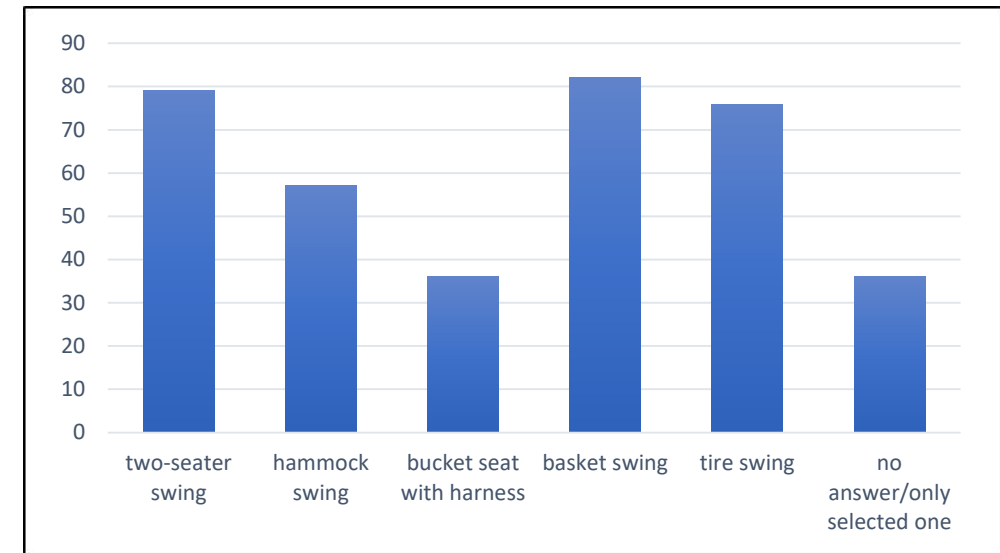
45% (211 responses) selected the **two-seater swing** and
39% (183 responses) selected the **tire swing**.



Online Survey



Paper Survey



Revitalize Coyote Point

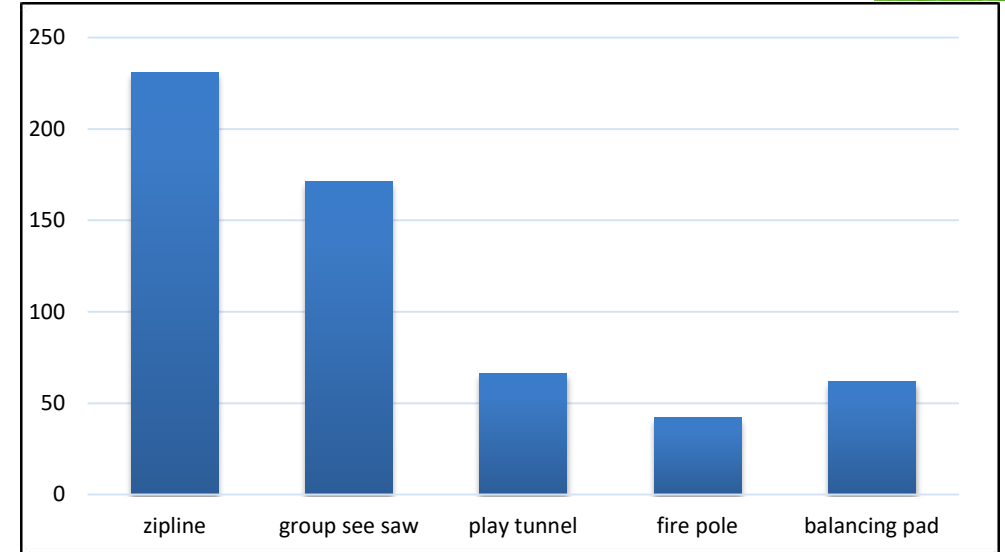


Question 5: What additional play features do you prefer?
(Select two)

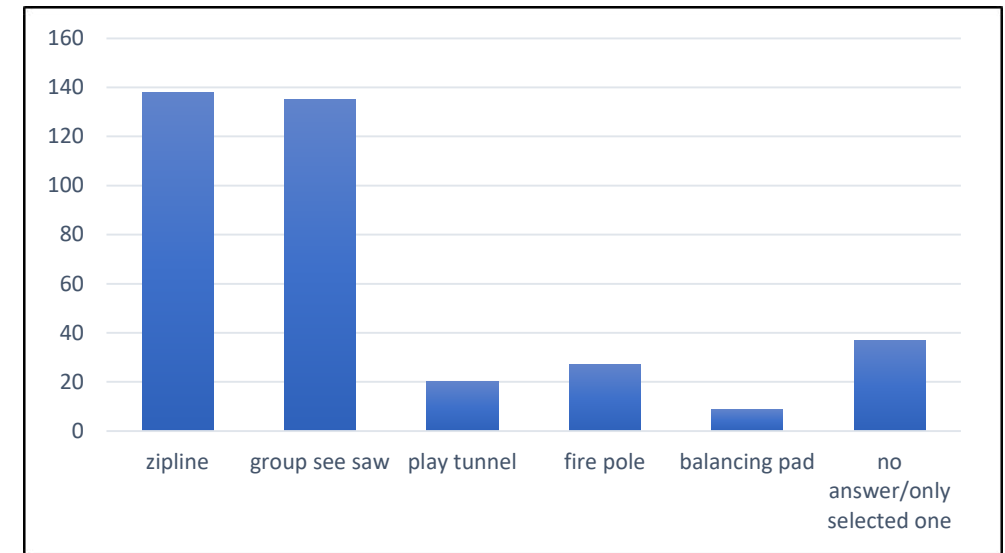
79% (369 responses) selected the **zipline** and
66% (306 responses) selected the **group see saw**.



Online Survey



Paper Survey



Revitalize Coyote Point

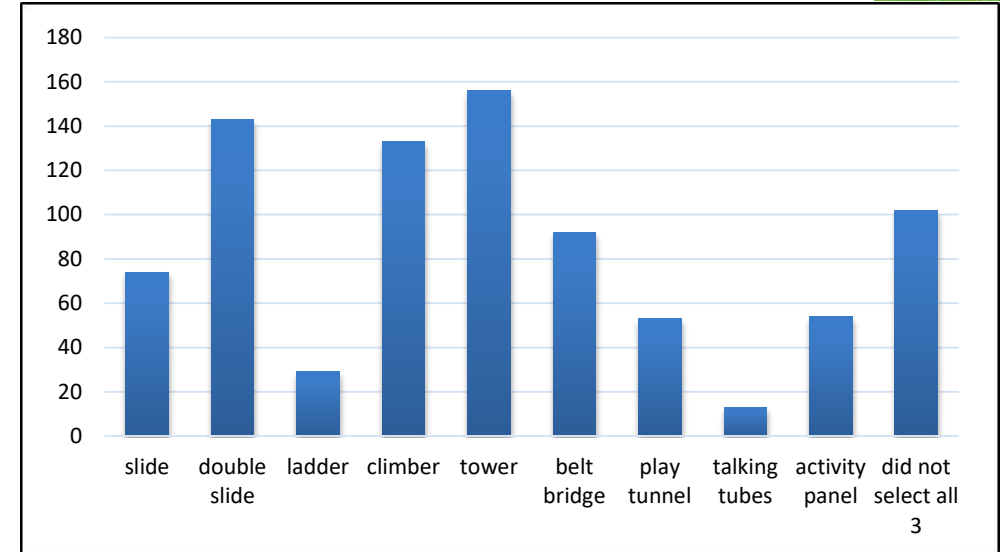


Question 6: What play features do you prefer for kids 2 to 5 years old? (Select three)

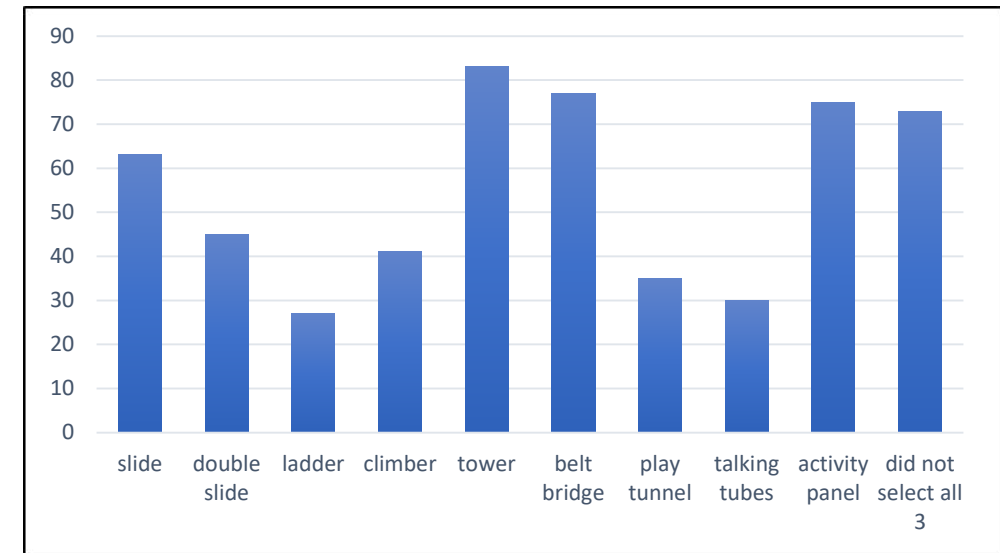
51% (239 responses) selected the **tower**,
40% (188 responses) selected the **double slide**, and
37% (174 responses) selected the **climber**.



Online Survey



Paper Survey



Revitalize Coyote Point

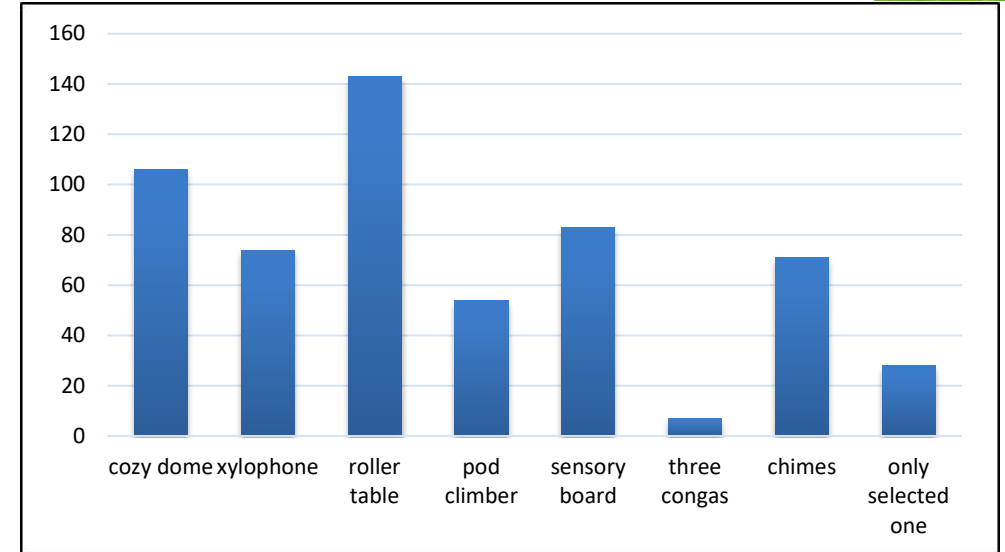


Question 7: What sensory play features do you prefer?
(Select two)

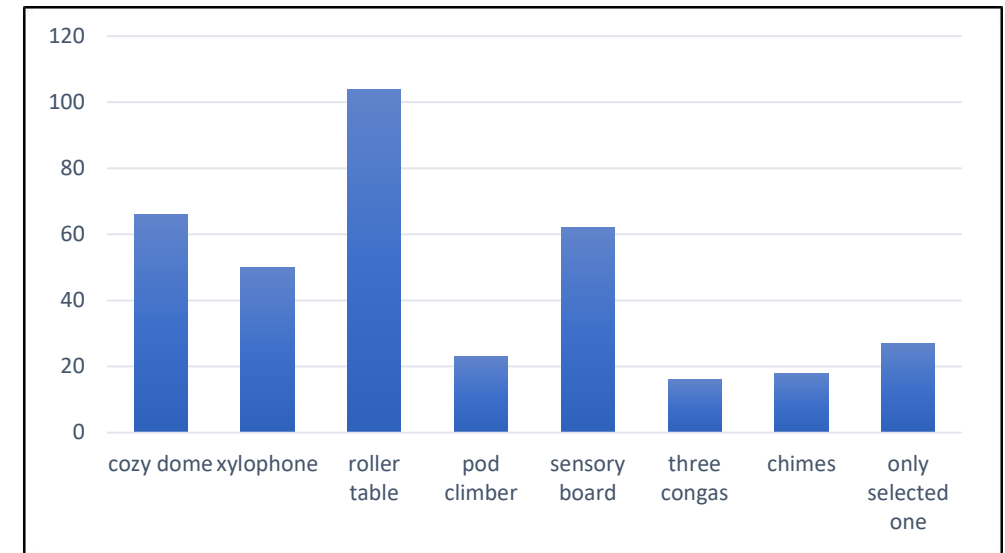
53% (247 responses) selected the **roller table** and
37% (172 responses) selected the **cozy dome**.



Online Survey



Paper Survey



Revitalize Coyote Point

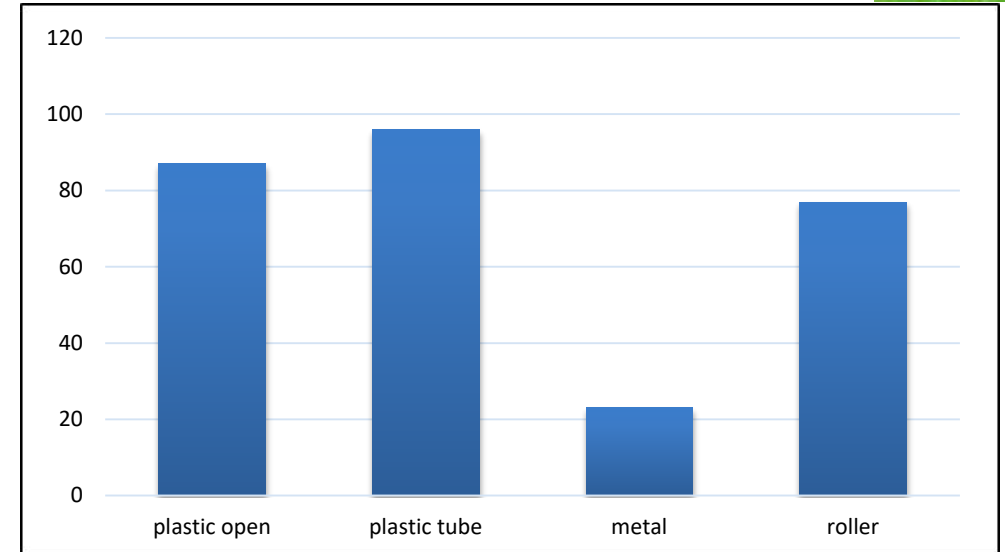


Question 8: What type of slide do you prefer?

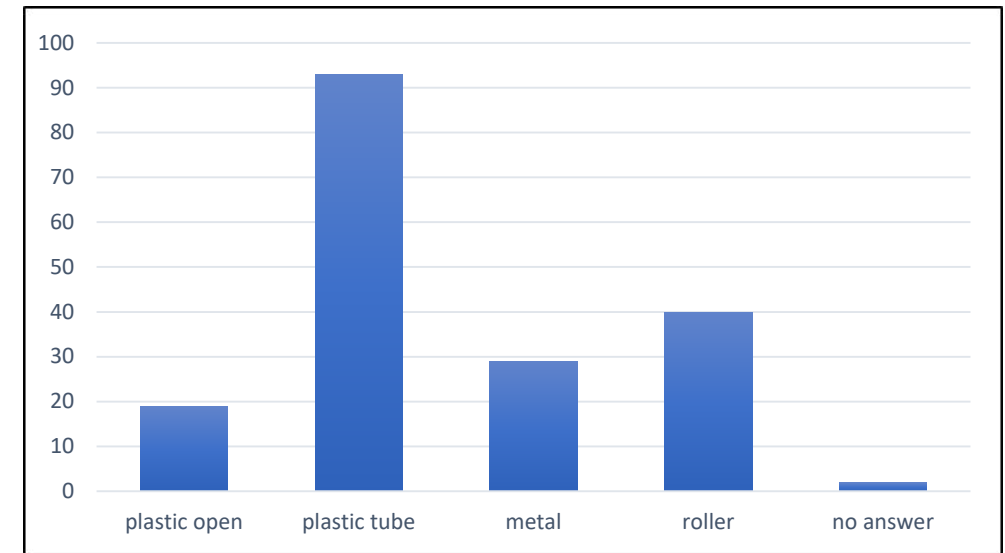
41% (189 respondents) selected the **plastic tube**.



Online Survey



Paper Survey



Revitalize Coyote Point



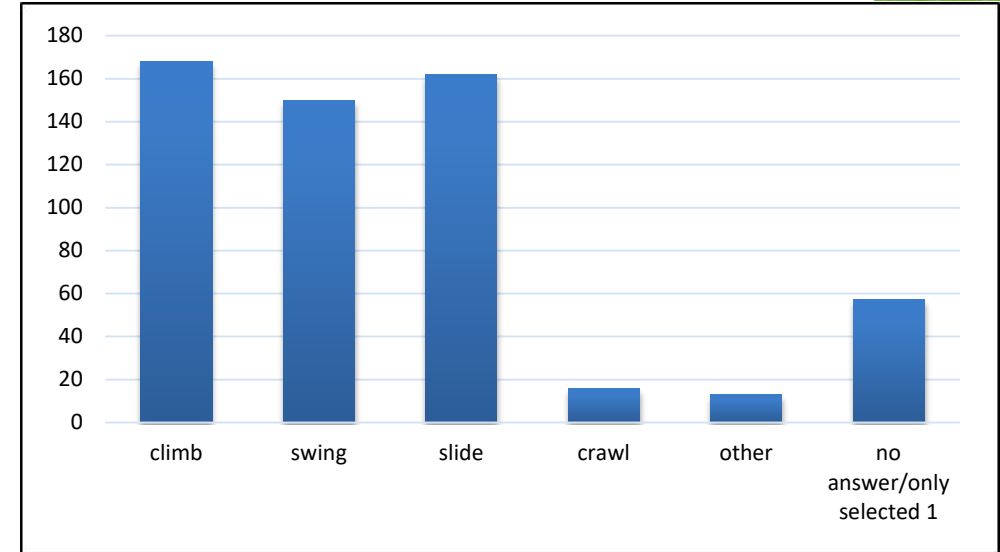
Question 9: What is your favorite activity to do when at a playground? (Select two)

54% (253 responses) selected **swinging** and 51% (239 responses) of respondents selected **sliding**.

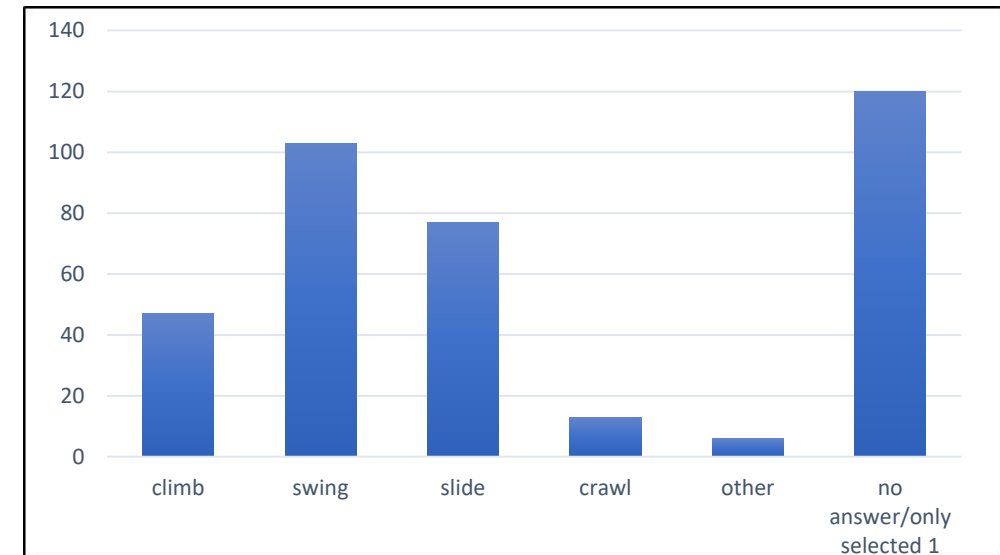
Other responses included:

- Picnic
- Harness
- Soccer
- Jumping
- Flips/monkey bars
- Ride play
- Water play
- Spinning
- Scooter
- Hide and seek
- Musical elements and sensory panels
- Watch
- Run

Online Survey



Paper Survey



Revitalize Coyote Point

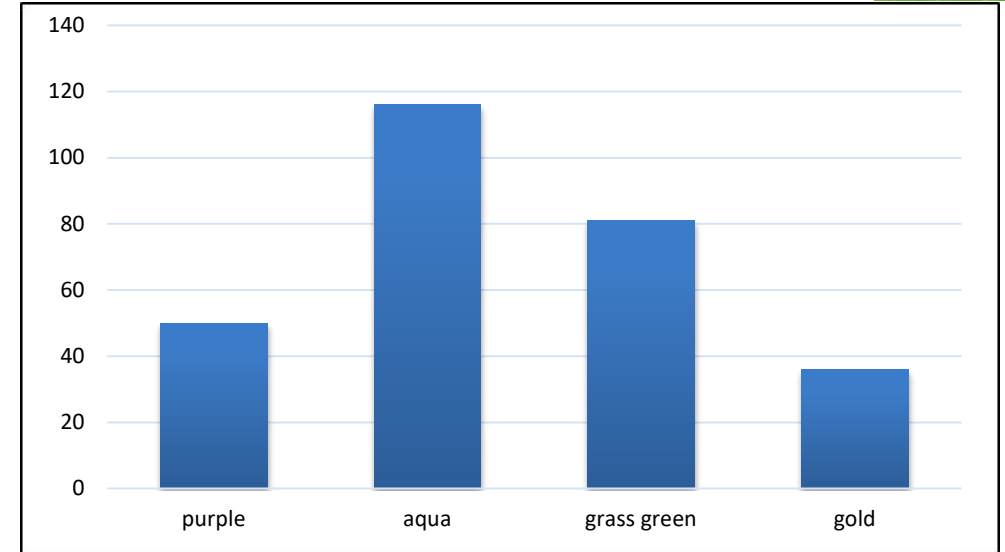


Question 10: What color theme do you prefer?

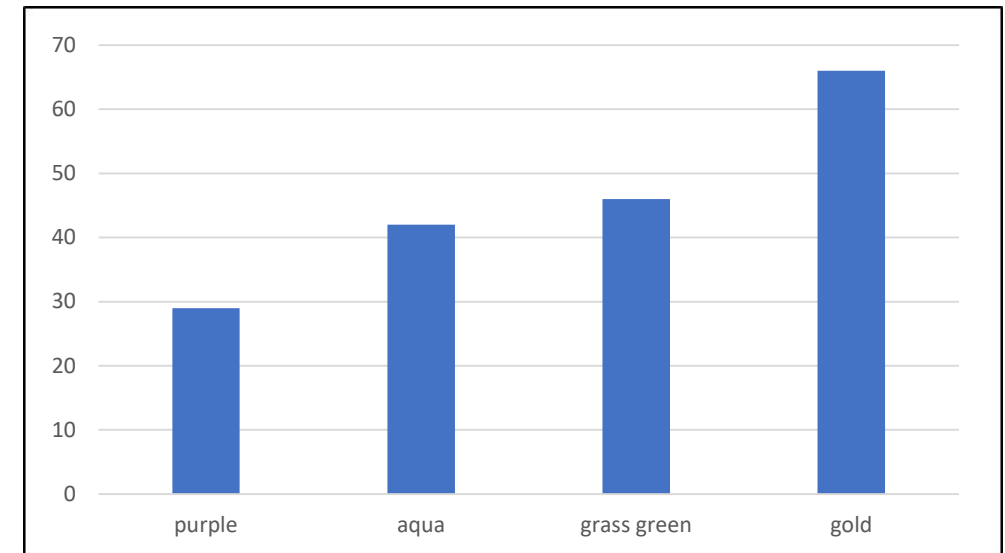
34% (158 respondents) selected **aqua / marigold / gray**.



Online Survey



Paper Survey



Revitalize Coyote Point



Question 11: Do you have any other preferences or suggestions for the new playground?

- Water play (26)
- Shade over playground and rest areas (22)
- Monkey bars (12)
- Sandbox (10)
- No wood chips (9)
- Nearby drinking fountain and restroom (9)
- Enclose play area and have good sightlines, especially in younger play area (9)
- Accessible features (7)
- Soccer, basketball, volleyball courts, skate park (10)
- Hopscotch (4)
- Tetherball/4-square (3)
- Specific suggestions: play tower big enough for adults to access, more than one spinner so all get a turn, bucket swing good for those with disabilities, long xylophone so multiple kids can use, lots of swings, encourage imaginative play with “the ground is lava” elements, keep elements that make this playground unique (tall slides, tall tower, dragon), enclose tall structures

Exhibit 2A
Attachment D - AS BUILT



APPROVED: *Neil R. Cullen*
DATE: MAY 13, 2005
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2005

COUNTY OF SAN MATEO
MAGIC MOUNTAIN PLAYGROUND
COYOTE POINT PARK, SAN MATEO, CALIFORNIA

PROJECT TEAM

LANDSCAPE ARCHITECT: DES ARCHITECTS+ENGINEERS
399 BRADFORD STREET
REDWOOD CITY, CA 94063
TEL. (650)384-6453
FAX. (650)384-2618
CONTACT: PATRICK MUNNERLYN

CLIENT: COUNTY OF SAN MATEO PUBLIC WORKS
555 COUNTY CENTER, 5TH FLOOR
REDWOOD CITY, CA 94063-1665
TEL. (650)383-4100
FAX. (650)361-8220
CONTACT: NOEL MANUEL

COUNTY OF SAN MATEO ENVIRONMENTAL SERVICES AGENCY
455 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063-1646
TEL. (650)383-1881
FAX. (650)599-1721
CONTACT: GARY LOCKMAN

SHEET INDEX

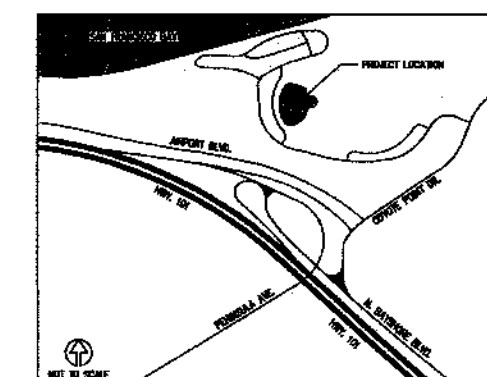
T11	TITLE SHEET
G11	GENERAL NOTES
S11	TOPOGRAPHIC SURVEY
D11	DEMOLITION PLAN
L11	LAYOUT PLAN
L12	DETAIL LAYOUT PLAN
L13	PLAY ELEMENTS LAYOUT PLAN
L14	LAYOUT ENLARGMENTS
L21	GRADING PLAN
L4.1	PLANTING PLAN
L8.1	CONSTRUCTION DETAILS
L8.2	CONSTRUCTION DETAILS
L8.3	CONSTRUCTION DETAILS

(NOT IN CONTRACT)

PROJECT DISCRIPTION

INSTALLATION OF NEW TWO-TIER PLAYGROUND AT COYOTE POINT PARK. THE PLAYGROUND IS A MEDIEVAL THEME THAT CONSISTS OF STAND ALONE PLAY APPARATUS, ORNAMENTAL DRAGON HEADS, SEPARATE PLAY AREAS FOR TWO DIFFERENT AGE GROUPS, AND A CENTRAL CASTLE TOWER CONTAINING LONG SLIDES.

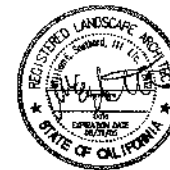
VICINITY MAP



TITLE SHEET

	DESIGNED BY: NM	SAN MATEO COUNTY COYOTE POINT PARK MAGIC MOUNTAIN PLAYGROUND	SCALE: N/A
	CHECKED BY: WES		DATE: 05/13/05
	DRAWN BY: NM		FILE NO.: F-384(20)
	NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		
555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063		T11 SHEET 1 OF 13	

FOR REDUCED PLANS
ORIGINAL SCALE IS 1/4" = 1'



APPROVED:
DATE: MAY 13, 2006
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2005

CAUTION:

- THE LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). CONTRACTOR SHALL VERIFY LOCATION AND DEPTH PRIOR TO ANY EXCAVATION OR IMPROVEMENT.
- CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION - PHONE (800) 848-2444. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO BEGINNING ANY WORK ON THIS SITE.
- CONTRACTOR SHALL REVIEW THE RECORD DOCUMENTS FOR THE PREVIOUS PLAYGROUNDS (DRAWINGS ARE AVAILABLE AT ARCHITECTURAL/ENGINEERING OFFICE) FOR ADDITIONAL UNDERGROUND CONDITIONS THAT MAY OR MAY NOT ALREADY BE SHOWN ON THESE DOCUMENTS PRIOR TO COMMENCING WITH DEMOLITION WORK.
- THESE DRAWINGS DO NOT ADDRESS CONTRACTOR MEANS, METHODS OR PROCESSES THAT MAY BE ASSOCIATED WITH DEMOLITION OR WITH ANY TOXIC SOILS OR SUBSTANCES THAT MAY BE FOUND ON SITE. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL CITY AND COUNTY STANDARDS AND APPROPRIATE REGULATIONS IF TOXIC SOILS ARE ENCOUNTERED. CONTRACTOR MUST NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY IF ANY SOILS ARE EVEN SUSPECTED OF BEING CONTAMINATED.

GENERAL SITE NOTES:

- CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING ON THIS WORK AND CONSIDER THE EXISTING CONDITIONS AND SITE CONSTRAINTS IN THE BID. CONTRACTOR SHALL BE IN THE POSSESSION OF AND FAMILIAR WITH COUNTY STANDARD DETAILS AND SPECIFICATIONS PRIOR TO SUBMITTING OF A BID.
- ALL WORK ON-SITE AND IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO COUNTY STANDARD DETAILS & SPECIFICATIONS.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SOILS REPORT DATED DECEMBER 10, 2004 BY BAY AREA GEOTECHNICAL GROUP JOB NO. C0504-04-07
- DAMAGE TO ANY EXISTING SITE IMPROVEMENTS, UTILITIES AND/OR SERVICES TO REMAIN SHALL BE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN KIND.

SITE MAINTENANCE:

- GATHER ALL CONSTRUCTION DEBRIS ON A REGULAR BASIS AND PLACE IT IN A DUMPSTER OR OTHER CONTAINER WHICH IS EMPTIED OR REMOVED ON A REGULAR BASIS. WHEN APPROPRIATE, USE TARPS ON THE GROUND TO COLLECT FALLEN DEBRIS OR SPLATTERS THAT COULD CONTRIBUTE TO STORM WATER RUNOFF POLLUTION.
- REMOVE ALL DIRT, GRAVEL, RUBBER, REFUSE, AND GREEN WASTE FROM STREET PAVEMENT AND STORM DRAINS ADJOINING THE SITE. LIMIT CONSTRUCTION ACCESS ROUTES ONTO ANY UNPAVED PORTIONS OF THE SITE AND PLACE GRAVEL PADS AT THESE LOCATIONS. LIMIT THE DRIVING OF VEHICLES AND EQUIPMENT ON THE PAVED OR GRAVELLED AREAS DURING WET WEATHER.
- SWEPT OR VACUUM THE STREET PAVEMENT AND SIDEWALKS ADJOINING THE PROJECT SITE AND THE ON-SITE PAVED AREAS ON A DAILY BASIS. SCUMPS CAVED-ON MUD AND DIRT FROM THESE AREAS BEFORE SWEEPING. CORNERS AND HARD TO REACH AREAS SHALL BE SWEEP MANUALLY.
- IF THE STREETS, SIDEWALKS AND/OR PARKING LOT ARE PRESSURE WASHED, DEBRIS MUST BE TRAPPED AND COLLECTED TO PREVENT ENTRY INTO THE STORM DRAIN SYSTEM. NO CLEANING AGENT MAY BE DISCHARGED INTO THE STORM DRAIN. IF ANY CLEANING AGENT OR DETERGENT IS USED, WASH WATER MUST BE COLLECTED AND DISCHARGED TO THE SANITARY SEWER, SUBJECT TO THE APPROVAL OF THE CITY INSPECTOR, OR OTHERWISE DISPOSED OF THROUGH APPROVED DISPOSAL METHODS.
- CREATE A CONTAINED AND COVERED AREA ON THE SITE FOR THE STORAGE OF BAGS, CEMENT, PAINTS, OILS, FERTILIZERS, PESTICIDES, OR OTHER MATERIALS USED ON THE SITE THAT HAVE THE POTENTIAL OF BEING DISCHARGED INTO THE STORM DRAIN SYSTEM THROUGH EITHER WIND-BLOWN OR IN THE EVENT OF A MATERIAL SPILL.
- NEVER CLEAN MACHINERY, EQUIPMENT OR TOOLS INTO A STREET, GUTTER OR STORM DRAIN.
- ENSURE THAT CEMENT TRUCKS DO NOT DISCHARGE WASH WATER FROM EQUIPMENT, TOOLS OR RINSE CONTAINERS INTO GUTTERS OR DRAINS.
- THE REMAINING ON-SITE STORM DRAIN FACILITIES SHALL BE CLEANED AT THE END OF THE DEMOLITION PROCESS. ADDITIONAL CLEANING MAY BE REQUIRED IF FURTHER NECESSARY BY THE COUNTY INSPECTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH CLEANING.
- PREVENT DUST FROM LEAVING THE SITE AND ACCUMULATING ON ADJACENT AREAS AS REQUIRED IN THE DUST CONTROL NOTES ON THIS SHEET.
- PREVENT SEDIMENT LADEN STORM RUN-OFF FROM LEAVING THE SITE OR ENTERING STORM DRAIN OR SANITARY SEWER SYSTEMS AS REQUIRED IN THE EROSION AND SEDIMENTATION CONTROL NOTES ON THIS SHEET.
- MAINTAIN EXISTING TREES AND PLANTS THAT ARE TO REMAIN AS REQUIRED BY THE TREE AND PLANT PROTECTION NOTES ON THIS SHEET.

DUST CONTROL:

- WATER TRUCKS SHALL BE PRESENT AND IN USE AT THE CONSTRUCTION SITE. ALL PORTIONS OF THE SITE SUBJECT TO BLOWING DUST SHALL BE WATERED AS OFTEN AS DEEMED NECESSARY BY THE COUNTY INSPECTOR IN ORDER TO INSURE PROPER CONTROL OF BLOWING DUST FOR THE DURATION OF THE PROJECT.
- WATERING ASSOCIATED WITH ON-SITE CONSTRUCTION ACTIVITY SHALL TAKE PLACE BETWEEN THE HOURS OF 8:00 AM AND 7:00 PM AND SHALL INCLUDE AT LEAST ONE LATE-AFTERNOON WATERING TO MINIMIZE THE EFFECTS OF BLOWING DUST.
- ALL PUBLIC STREETS AND SIDEWALKS SOILED OR LITTERED DUE TO THIS CONSTRUCTION ACTIVITY SHALL BE CLEANED AND SWEEPED ON A DAILY BASIS DURING THE WORKWEEK, OR AS OFTEN AS DEEMED NECESSARY BY THE COUNTY INSPECTOR.
- WATERING ON PUBLIC STREETS OR POWER WASHING SEDIMENTATION ON STREETS SHALL NOT OCCUR, UNLESS CONTRACTOR COLLECTS AND FILTERS THE WASH WATER PRIOR TO ITS ENTERING THE COUNTY'S STORM DRAIN SYSTEM.
- ALL TRUCKS HAULING SOIL, SAND, AND OTHER LOOSE MATERIALS SHALL BE COVERED WITH TARP-AULINS OR OTHER EFFECTIVE COVERS.
- THE SPEED OF ALL VEHICLES DRIVING ON UNPAVED ROADS OR PORTIONS OF THE SITE SHALL BE LIMITED TO 15 MPH OR SLOWER TO ENSURE CREATION OF AIR BORNE DUST IS LIMITED.
- WHEEL WASHERS SHALL BE INSTALLED AND USED TO CLEAN ALL TRUCKS AND EQUIPMENT LEAVING THE CONSTRUCTION SITE. IF WHEEL WASHERS CANNOT BE INSTALLED, TIRES OR TRACKS OF ALL TRUCKS AND EQUIPMENT SHALL BE WASHED OFF BEFORE LEAVING THE CONSTRUCTION SITE.
- CONTRACTOR MAY BE REQUIRED BY THE COUNTY INSPECTOR TO TERMINATE EXCAVATION AND GRADING ACTIVITIES WHEN WIND EXCEEDS 25 MPH.

EROSION AND SEDIMENTATION CONTROL NOTES:

- EROSION CONTROL MEASURES ARE INTENDED TO PREVENT SEDIMENT AND DEBRIS FROM ENTERING THE COUNTY STORM DRAIN SYSTEM, SANITARY SEWER SYSTEM OR FROM LEAVING THE SITE. THE CONTRACTOR SHALL MAKE ADJUSTMENTS IN THE FIELD TO MAKE SURE THAT THIS CONCEPT IS CARRIED OUT.
- EROSION CONTROL FACILITIES AND MEASURES ARE TO BE INSTALLED AND OPERABLE BY OCTOBER 1st (OR WITHIN A PERIOD OF THREE WEEKS AFTER THE START OF CONSTRUCTION ACTIVITIES, IF THAT START IS BETWEEN OCTOBER AND MAY) AND SHALL CONTINUE IN EFFECT UNTIL JUNE 1st OR UNTIL INSTALLATION OF THE PERMANENT SITE IMPROVEMENTS.
- CONTRACTOR SHALL DEVELOP AN EROSION CONTROL PLAN IN ACCORDANCE TO COUNTY OF SAN MATEO STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR THE EXACT DESIGN AND EXTENT OF THE EROSION CONTROL SYSTEM SO THAT IT WORKS WITH THE CONTRACTOR'S INTENDED USE AND MANAGEMENT OF THE CONSTRUCTION SITE.
- ALL EROSION CONTROL FACILITIES SHALL BE INSPECTED BY THE CONTRACTOR AND REPAIRED, AS REQUIRED, AT THE CONCLUSION OF EACH WORKING DAY DURING THE RAINY SEASON. THE CONTRACTOR SHALL INSPECT THE EROSION CONTROL FACILITIES AND MAKE NECESSARY REPAIRS PRIOR TO ANTICIPATED STORMS AND AT REASONABLE INTERVALS DURING STORMS OF EXTENDED DURATION. REPAIRS TO DAMAGED FACILITIES SHALL BE MADE IMMEDIATELY UPON DISCOVERY.
- AS SOON AS PRACTICAL FOLLOWING EACH STORM, THE CONTRACTOR SHALL REMOVE ANY ACCUMULATION OF SILT OR DEBRIS FROM THE EROSION CONTROL SEDIMENT BASINS AND SHALL CLEAR THE OUTLET PIPES OF ANY BLOCKAGE.
- PROVISION SHALL BE MADE TO ASSURE THAT BORROW AREAS AND STOCK PILED SOILS ARE PROTECTED FROM EROSION. THIS SHALL AT A MINIMUM CONSIST OF COVERING THE AREAS WITH PLASTIC SHEETING.

TREE/PLANT PROTECTION NOTES:

- PRIOR TO BEGINNING CONSTRUCTION ON SITE, CONTRACTOR SHALL IDENTIFY AND PROTECT EXISTING TREES AND PLANTS DESIGNATED AS TO REMAIN.
- PROVIDE 6 FOOT TALL TREE PROTECTION FENCE WITH DISTINCTIVE MARKING VISIBLE TO CONSTRUCTION EQUIPMENT, ENCLOSED DRIP LINES OF TREES DESIGNATED TO REMAIN.
- WORK REQUIRED WITHIN FENCE LINE SHALL BE HELD TO A MINIMUM. AVOID UNNECESSARY MOVEMENT OF HEAVY EQUIPMENT WITHIN FENCED AREA AND DO NOT PARK VEHICLES WITH IDLE RUNNING ENGINES UNDER DRIP LINE OF TREES.
- PRIOR TO REMOVING ROOTS AND BRANCHES LARGER THAN 4" IN DIAMETER OF TREES OR PLANTS THAT ARE TO REMAIN CONSULT WITH THE OWNER'S REPRESENTATIVE.
- PROTECT EXISTING TREES TO REMAIN FROM SPILLED CHEMICALS, FUEL OIL, MOTOR OIL, GASOLINE AND ALL OTHER CHEMICALLY INJURIOUS MATERIALS, AS WELL AS FROM FLOODING OR CONTINUOUSLY RUNNING WATER. SHOULD A SPILL OCCUR, STOP WORK IN THAT AREA AND CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY. CONTRACTOR SHALL BE RESPONSIBLE TO MITIGATE DAMAGE FROM SPILLED MATERIAL AS WELL AS MATERIAL CLEAN UP.
- PROVIDE TEMPORARY IRRIGATION TO ALL TREES AND PLANTS THAT ARE IN OR ADJACENT TO CONSTRUCTION AREAS WHERE EXISTING IRRIGATION SYSTEMS MAY BE AFFECTED BY THE CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ONGOING MAINTENANCE OF ALL TREES DESIGNATED TO REMAIN DURING CONSTRUCTION. CONTRACTOR WILL BE REQUIRED TO REPLACE TREES THAT DIE DUE TO LACK OF MAINTENANCE.

DEMOLITION NOTES:

- DEMOLITION AND CONSTRUCTION WORK WILL BE PERFORMED OVER THE TOP OF AND AROUND UTILITIES THAT ARE TO REMAIN. CONTRACTOR SHALL WORK BY HAND IN ALL AREAS WHERE THESE UTILITIES MIGHT BE HARMED BY LARGER LESS PRECISE EQUIPMENT.
- THE CONTRACTOR SHALL LOCATE AND CLEARLY MARK (AND THEN PRESERVE THESE MARKERS) FOR THE DURATION OF CONSTRUCTION OF ALL UTILITIES TO REMAIN THAT ARE IN OR NEAR THE AREA OF CONSTRUCTION.
- CONTRACTOR'S BID IS TO INCLUDE ALL VISIBLE SURFACE AND ALL SUBSURFACE FEATURES IDENTIFIED TO BE REMOVED OR ABANDONED IN THESE DOCUMENTS. IN ADDITION THE CONTRACTOR SHALL ASSUME THAT THERE WILL BE UTILITIES BELOW THE EXISTING SITE THAT ARE TO BE REMOVED, THE NATURE OF WHICH MAY BE DETERMINED FROM THE AS-BUILT DOCUMENTS OF THE SITE OR MAY BE REASONABLY ANTICIPATED FROM SIMILAR PROJECTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR A SITE INSPECTION TO FULLY ACKNOWLEDGE THE EXTENT OF THE DEMOLITION WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS NECESSARY FOR EMBANKMENT, GRADING, DEMOLITION, AND DISPOSAL OF SAND MATERIALS AS REQUIRED BY PRIVATE, LOCAL AND STATE JURISDICTIONS.
- CONTRACTOR SHALL PAY DISPOSAL FEES AND ALL FEES ASSOCIATED WITH THE DEMOLITION WORK.
- BACKFILL ALL DEPRESSIONS AND TRENCHES FROM DEMOLITION TO A MINIMUM OF 90 PERCENT COMPACTION. CONTRACTOR SHALL RETAIN THE SERVICES OF A SOILS ENGINEER TO PERFORM SUFFICIENT TESTING TO CERTIFY THAT ALL FILLED UTILITY TRENCHES WILL MEET THIS COMPACTION.
- REMOVAL OF LANDSCAPING SHALL INCLUDE ROOTS AND ORGANIC MATERIALS TO THE SATISFACTION OF THE SOILS ENGINEER.

GENERAL NOTES

	DESIGNED BY: NN	SAN MATEO COUNTY	SCALE: AS SHOWN
	CHECKED BY: WES	COYOTE POINT PARK	DATE: 05/13/05
	DRAWN BY: NN	MAGIC MOUNTAIN PLAYGROUND	FILE NO.: F-384(00)
	NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		0 1 2 3 4	0/1 SHEET 2 OF 1



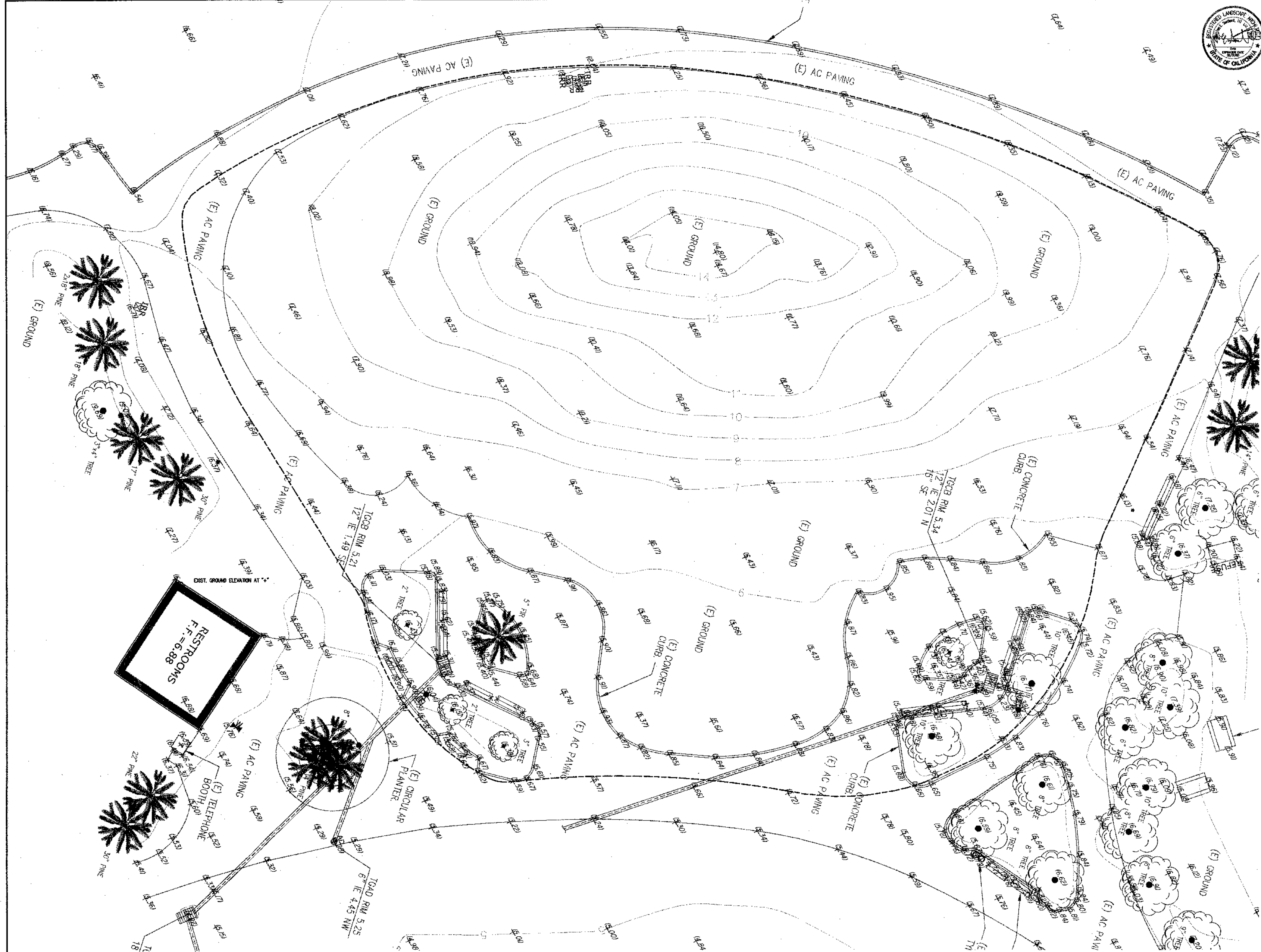
APPROVED: **NEIL R. CULLEN**
DATE: **MAY 13, 2005**
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2005

LEGEND:

- | | |
|--------|------------------------|
| SSOO | CLEAN OUT TO GRADE |
| 6" SS | SANITARY SEWER |
| 10" SD | STORM DRAIN |
| INT. | INTERCONNECT |
| TV | TV/CABLE TV |
| E | ELECTRIC |
| 10" FS | FIRE SERVICE |
| 12" W | DOMESTIC WATER SERVICE |
| PB | PACIFIC BELL |
| G | NATURAL GAS |
| FM | FORCE MAIN |
| SL | STREET LIGHT |
| BRG | IRRIGATION |
| UNK | UNKNOWN UTILITY |
| X | FENCE |
| JT | JOINT TRENCH |
| OW | OVERHEAD WIRES |
| FM | FOUND MONUMENT |
| WV | WATER VALVE |
| GV | GAS VALVE |
| WV | WATER METER, VALVE BOX |
| SL | STREET LIGHT |
| AD | AREA DRAIN |
| CB | CATCH BASIN |
| FD | FIRE HYDRANT |
| BM | BENCHMARK |
| SDM | STORM DRAIN MANHOLE |
| SSM | SANITARY SEWER MANHOLE |
| PBM | PACIFIC BELL MANHOLE |
| SN | SIGN |
| T | TREE |
| SE | SPOT ELEVATION |

NOMENCLATURE:

- | | |
|------------|--|
| AD | AREA DRAIN |
| BW | BACK OF WALK |
| CO | CLEAN OUT |
| COG | CLEAN OUT TO GRADE |
| DCV | DETECTOR CHECK VALVE |
| EX | EXISTING |
| FG | FINISH GRADE |
| FL | FLOWLINE |
| FN | FENCE |
| GM | GAS METER |
| GN | GROUND |
| HS | HEADER BOARD |
| IE OR INV. | INVERT ELEVATION OR FLOWLINE OF PIPES |
| UP | UP OF GUTTER |
| MON | MONUMENT |
| RD | RECORD |
| RD | ROOF DRAIN |
| RM | GRATE OF CATCH BASIN, MANHOLE OR AREA DRAIN |
| SDM | STORM DRAIN CATCH BASIN |
| SSM | STORM DRAIN MANHOLE |
| SRP | SERVICE POLE |
| SLB | STREET LIGHT BOX |
| SSM | SANITARY SEWER MANHOLE |
| SLT | STREET LIGHT |
| T | TRANSFORMER |
| TR | TOP OF BANK |
| T&D.F. | TO BE DETERMINED IN FIELD |
| (TR) | TO BE REMOVED |
| TC | TOP OF CURB |
| TOG | TOP OF GRATE |
| TLC | TOP OF CATCH BASIN |
| TLC | TRAFFIC LIGHT BOX |
| TLSOS | TRAFFIC LIGHT SIGNAL POST |
| TP | TOP OF PAVEMENT |
| TR | TOP OF RAMP |
| TS | TOP OF SLAB, TOP OF SIDEWALK OR TOP OF STAIR |
| TVB | TV BOX |
| TW | TOP OF WALL |



BENCHMARK:

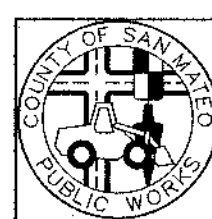
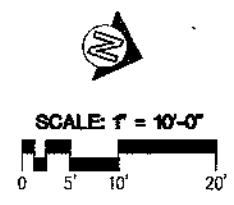
ELEVATION 5.03 - MONUMENT "G", POINT NO. 7

TOPOGRAPHIC SURVEY NOTES:

1. TOPOGRAPHIC SURVEY PERFORMED BY JOHN SEAGE, INC., LAND SURVEYORS AND CIVIL ENGINEERS, SANTA CRUZ, CA, AND REPRESENTS SITE CONDITIONS - PROVIDED TO DES ARCHITECTS & ENGINEERS ON NOVEMBER 22, 2004.
2. CONTRACTOR SHALL NOTIFY OWNER/ENGINEER IMMEDIATELY UPON DISCOVERING ANY DISCREPANCIES WITH THE INFORMATION SHOWN ON THIS PLAN.

CAUTION:

THE LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS & DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY LOCATION & DEPTH PRIOR TO ANY EXCAVATION OR IMPROVEMENT.



DESIGNED BY: NN	SAN MATEO COUNTY CIVIL ENGINEER MAGIC MOUNTAIN PLAYGROUND	SCALE: AS SHOWN
CHECKED BY: WES		DATE: 05/13/05
DRAWN BY: NN		FILE NO.: P-394(00)
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		811 SHEET 3 OF 13



APPROVED: *Neil R. Cullen*
DATE: MARCH 12, 2005
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2005

DEMOLITION SHEET NOTES:

- ① PROPOSED SAWCUT LINE: EXISTING A.C. PAVING TO REMAIN WHERE SHOWN WHERE SHOWN
INSTALL 2"x4" REDWOOD HEADBOARD ALONG NEWLY EXPOSED A.C. PAVING EDGE.
- ② REMOVE EXISTING CONCRETE CURB
- ③ REMOVE EXISTING BENCHES AND ANY ACCESSORIES
- ④ REMOVE EXISTING TREE
- ⑤ IRRIGATION BOXES TO REMAIN
- ⑥ EXISTING TREES TO REMAIN
- ⑦ EXISTING STORM DRAIN LINE, CLEANOUTS, CATCH BASINS TO REMAIN
- ⑧ EXISTING LIGHT POLE, ELECTRICAL BOX, ETC. TO REMAIN
- ⑨ NEW A.C. PAVING-PATCH AREA BETWEEN EXISTING A.C. PAVING AND PROPOSED SAWCUT LINE

LEGEND:

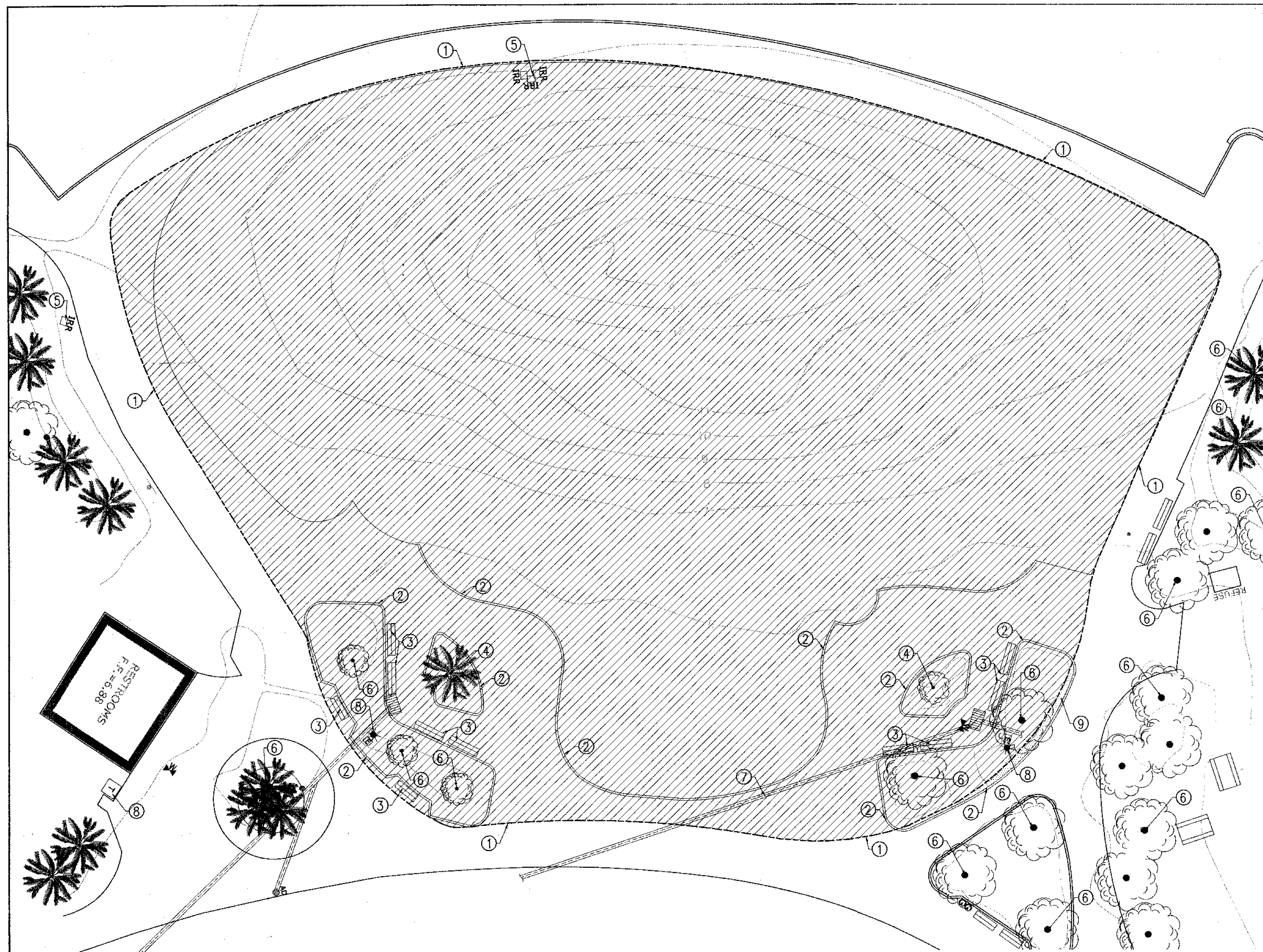
REMOVE ALL SURFACE MATERIALS WITHIN THIS AREA. REMOVE LANDSCAPING, SHRUBS, IRRIGATION, FENCES, TIMBER RETAINING WALLS, AND ORGANIC LOOSE SOIL. REMOVE BUILDINGS, FOUNDATIONS, AND A.C. PAVING AS SHOWN. TREES AND BASECOURT MAY REMAIN. REMOVE EXISTING LIGHT POLES, FOUNDATIONS, PULL BOXES, WIRING AND CONDUIT. ONLY REMOVE THOSE UTILITIES AND TREES THAT ARE IDENTIFIED TO BE REMOVED.

PROPOSED PATCH OF NEW A.C. PAVING

PROPOSED SAWCUT LINE

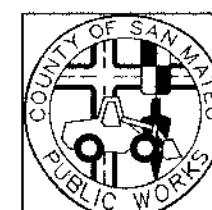
GENERAL NOTES :

1. SEE NOTES, INCLUDING SPECIFIC DEMOLITION NOTES, ON SHEET D01



DEMOLITION PLAN

SCALE: 1" = 10'-0"
0 5' 10' 20'



DESIGNED BY: NN	SAN MATEO COUNTY	SCALE: AS SHOWN
CHECKED BY: WES	COYOTE POINT PARK	DATE: 05/13/05
DRAWN BY: NN	MAGIC MOUNTAIN PLAYGROUND	FILE NO.: P-384(D5)
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS	555 COUNTY CENTER, 5th FLOOR	
SAN MATEO COUNTY	REDWOOD CITY, CALIFORNIA 94063	
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES	0 1 2 3 4	D01 SHEET 4 OF 13



APPROVED: *Neil R. Cullen*
DATE: MARCH 13, 2005
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2005

LAYOUT NOTES:

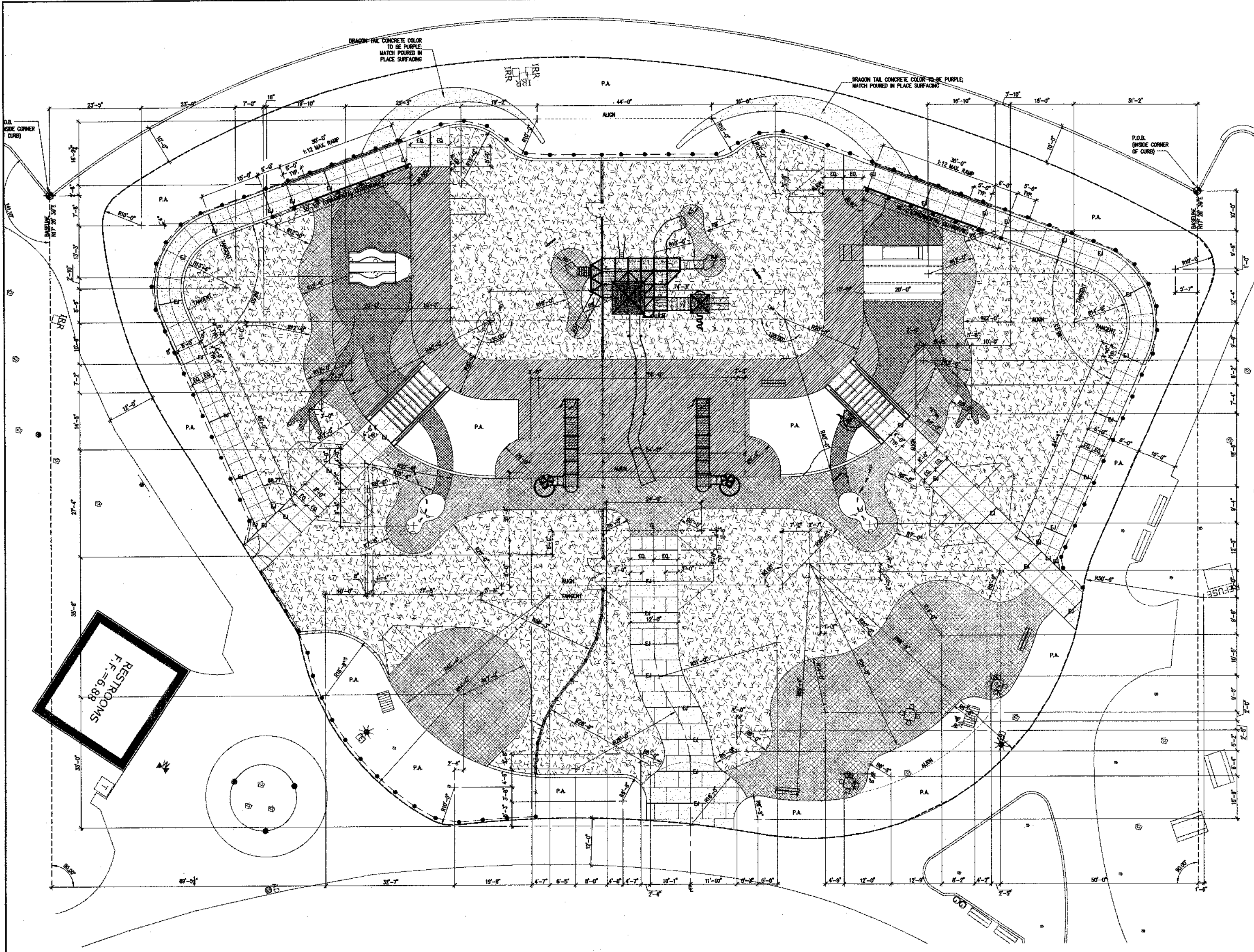
- SOME ADJUSTMENTS/ MODIFICATIONS MAY BE REQUIRED DUE TO CONSIDERATION OF ACTUAL FIELD CONDITIONS. SUCH ADJUSTMENTS SHALL BE MADE PRIOR TO THE FORMING AND POURING OF CONCRETE.
- MAJOR DISCREPANCIES CONFLICTS IN PLATWORK LAYOUT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IMMEDIATELY PRIOR TO PROCEEDING WITH CONCRETE WORK.
- ALL WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS AND DISTANCES FROM PLANS.
- DIMENSIONS ARE FROM FACE OF BUILDING UNLESS OTHERWISE NOTED.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND NOTING ANY UNDERGROUND UTILITY LINES PRIOR TO GRADING, TREKING, PLANTING OR OTHER RELATED SITE WORK. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND PROPER DRAINAGE OF SURFACES IN ALL LANDSCAPE AREAS.
- LEVEL CHANGE AT PAVED SURFACES SHOULD BE A MAXIMUM OF 1/2-INCH WITH BEVELED OR SLOPED ANGLE.
- CROSS SLOPES SHALL NOT EXCEED 2% GRADE.

LAYOUT LEGEND

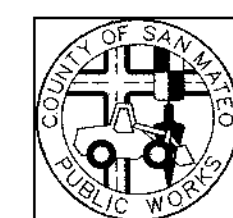
- EJ EXPANSION JOINT
- P.O.B. POINT OF BEGINNING
- P.A. PLANTING AREA
- F.O.B. FACE OF BUILDING
- F.O.C. FACE OF CURB
- F.V. FIELD VERIFY
- C CENTER LINE
- MATCH/ ALIGN
- CONSTRUCTION LINE (FOR CLARIFICATION)
- SCORE LINE
- EXPANSION JOINT
- VARIES SEE PLAN

SURFACE LEGEND

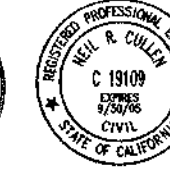
- ENGINEERED WOOD FIBER
- POURED IN PLACE SURFACE SEE SHEET LVL FOR TYPES & COLORS
- CONCRETE PAVING



SCALE: 1" = 10'-0"
0 5' 10' 20'



DESIGNED BY: NH	SAN MATEO COUNTY	SCALE: AS SHOWN
CHECKED BY: WES	COYOTE POINT PARK	DATE: 05/13/05
DRAWN BY: NH	MAGIC MOUNTAIN PLAYGROUND	FILE NO.: F-384(50)
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063	L11 SHEET 5 OF 13



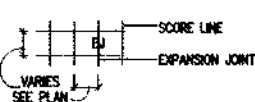
APPROVED: *Neil R. Cullen*
DATE: MARCH 13, 2006
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2005

LAYOUT NOTES:

- SOME ADJUSTMENTS/ MODIFICATIONS MAY BE REQUIRED DUE TO CONSIDERATION OF ACTUAL FIELD CONDITIONS. SUCH ADJUSTMENTS SHALL BE MADE PRIOR TO THE FORMING AND POURING OF CONCRETE.
- MAJOR DISCREPANCIES/ CONFLICTS IN PLATWORK LAYOUT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IMMEDIATELY PRIOR TO PROCEEDING WITH CONCRETE WORK.
- ALL WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS AND DISTANCES FROM PLANS.
- DIMENSIONS ARE FROM FACE OF BUILDING UNLESS OTHERWISE NOTED.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND NOTING ANY UNDERGROUND UTILITY LINES PRIOR TO GRADING, TRENCHING, PLANTING OR OTHER RELATED SITE WORK. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GRADING AND PROPER DRAINAGE OF SURFACES IN ALL LANDSCAPE AREAS.
- LEVEL CHANGE AT PAVED SURFACES SHOULD BE A MAXIMUM OF 1/2-INCH WITH BEVELED OR SLOPED ANGLE.
- CROSS SLOPES SHALL NOT EXCEED 2% GRADE.

LAYOUT LEGEND

- EJ EXPANSION JOINT
- P.O.B. POINT OF BEGINNING
- P.A. PLANTING AREA
- F.O.B. FACE OF BUILDING
- F.O.C. FACE OF CURB
- F.V. FIELD VERIFY
- C.L. CENTER LINE
- MATCH/ ALIGN
- CONSTRUCTION LINE (FOR CLARIFICATION)
- 4" PVC SLEEVE

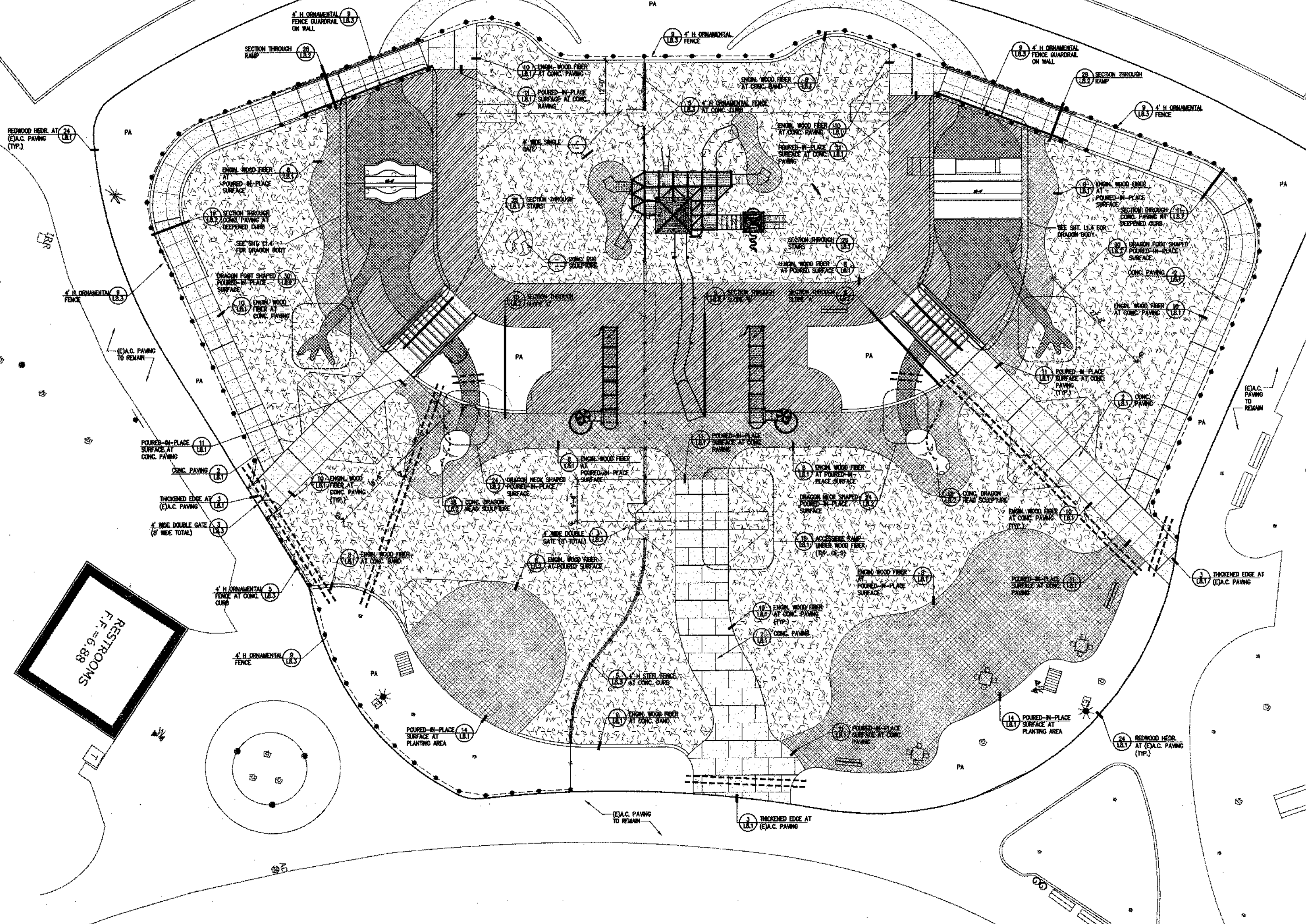


SURFACE LEGEND

- CONC. PAVING
- ENGINEERED WOOD FIBER
- TOTURF POURED-IN-PLACE SURFACING COLOR: BLUE/BLACK (50/50 MIX)
- TOTURF POURED-IN-PLACE SURFACING COLOR: GREEN/BLACK (50/50 MIX)
- TOTURF POURED-IN-PLACE SURFACING COLOR: PURPLE/BLACK (50/50 MIX)

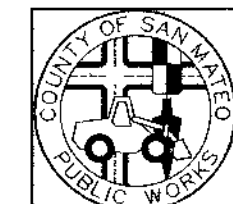
FENCING LEGEND

- ADDITIVE ALTERNATE #2 4" TALL ORNAMENTAL FENCING INNOVATION PLUS (COMMERCIAL) BY XCEL FENCING COLOR TO BE BLACK REFER TO 9 L12
- ADDITIVE ALTERNATE #3 4" TALL CHAINLINK FENCE BLACK VINYL COAT REFER TO 25 L12



DETAIL LAYOUT PLAN

SCALE: 1" = 10'-0"
0 5' 10' 20'



DESIGNED BY: NH	SAN MATEO COUNTY	SCALE: AS SHOWN
CHECKED BY: WES	COYOTE POINT PARK	DATE: 06/15/05
DRAWN BY: NH	MAGIC MOUNTAIN PLAYGROUND	FILE NO.: P-384(30)
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS	555 COUNTY CENTER, 5TH FLOOR	
SAN MATEO COUNTY	REDWOOD CITY, CALIFORNIA 94063	
		L12
		SHEET 6 OF 13

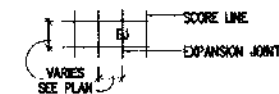




APPROVED: DATE: MARCH 13, 2005
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2005

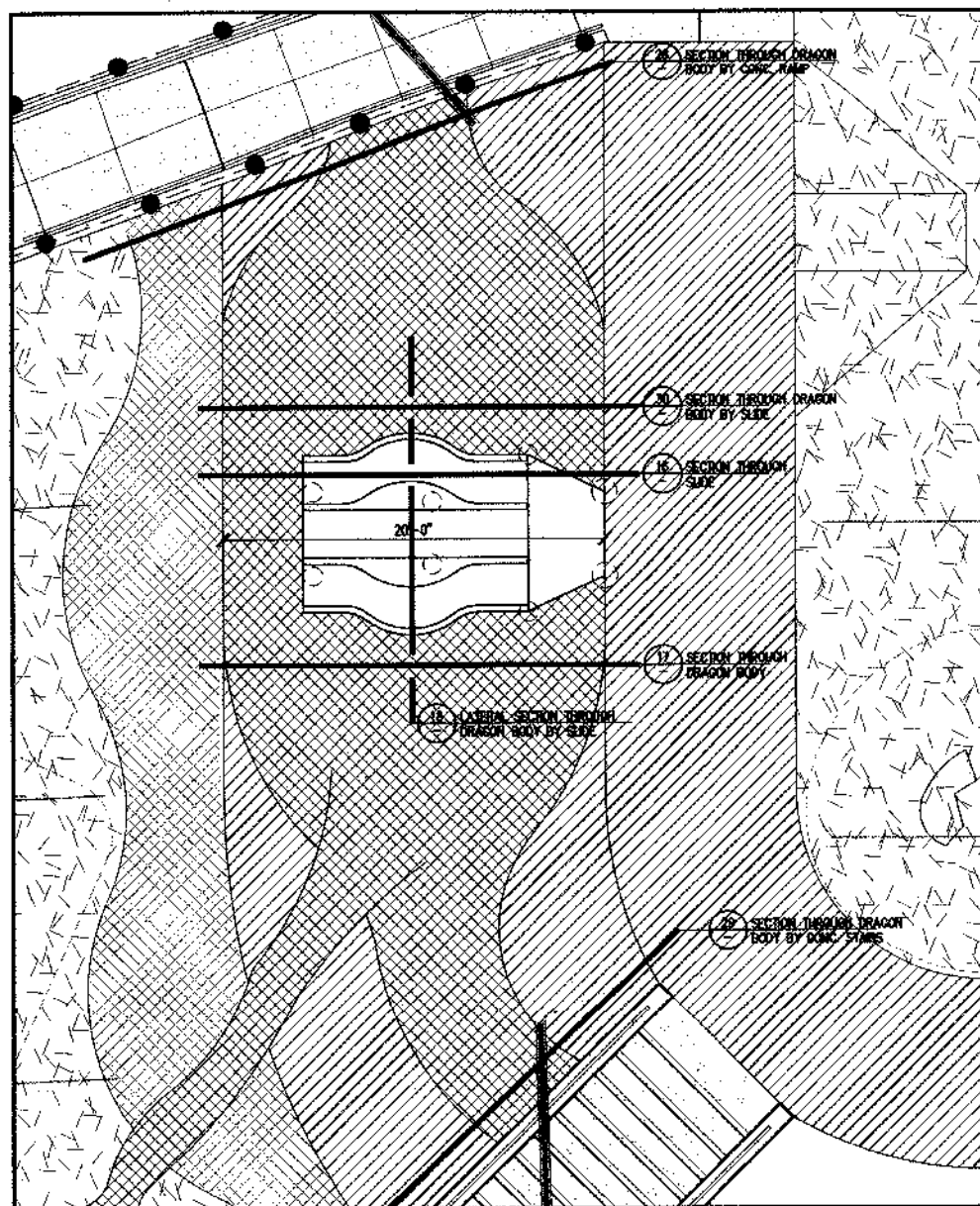
LAYOUT LEGEND

- EJ EXPANSION JOINT
- P.O.B. POINT OF BEGINNING
- P.A. PLANTING AREA
- F.O.B. FACE OF BUILDING
- F.O.C. FACE OF CURB
- F.V. FIELD VERIFY
- CL CENTER LINE
- MA MATCH/ ALIGN
- CONSTRUCTION LINE (FOR CLARIFICATION)



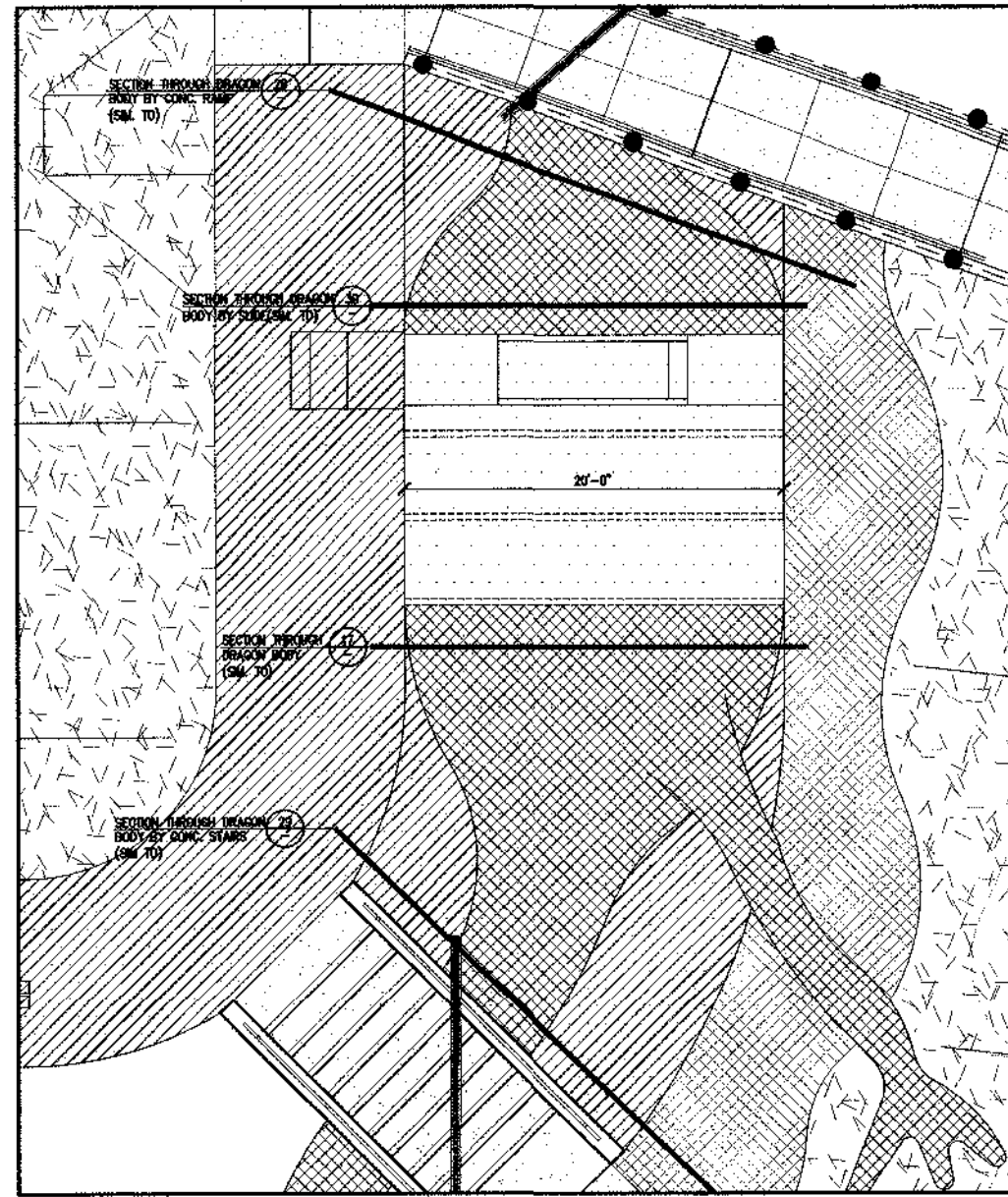
SURFACE LEGEND

- ENGINEERED WOOD FIBER
- CONCRETE PAVING
- POURED IN PLACE SURFACE: BEIGE
- POURED IN PLACE SURFACE: GREEN
- POURED IN PLACE SURFACE: BLUE



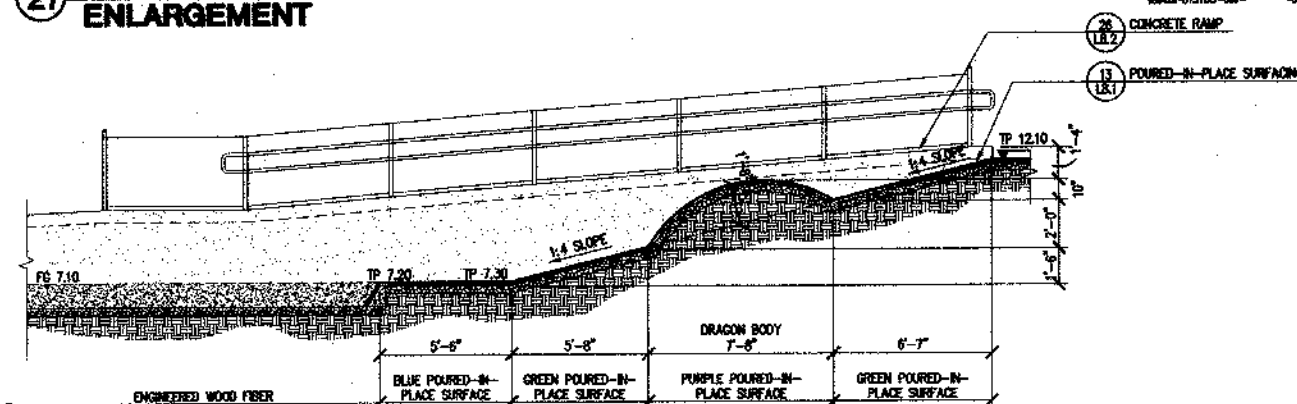
27 DRAGON BODY ENLARGEMENT

SCALE: 1/8"=1'-0"



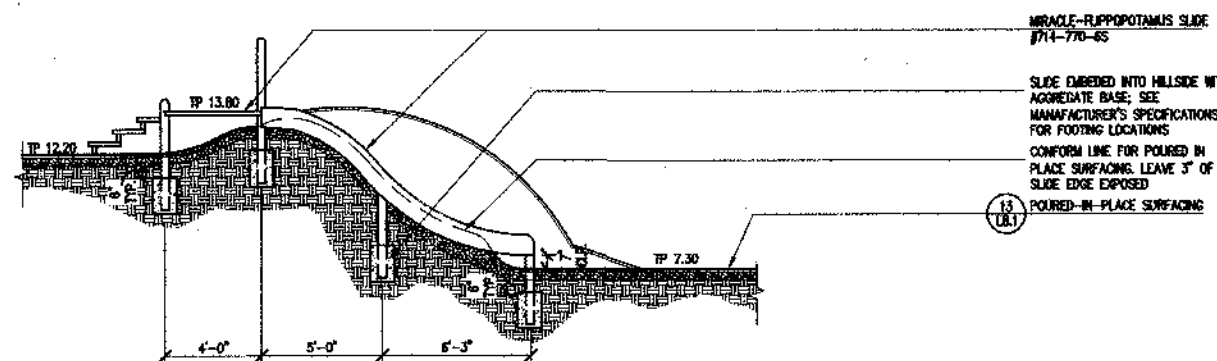
15 DRAGON BODY ENLARGEMENT

SCALE: 1/8"=1'-0"



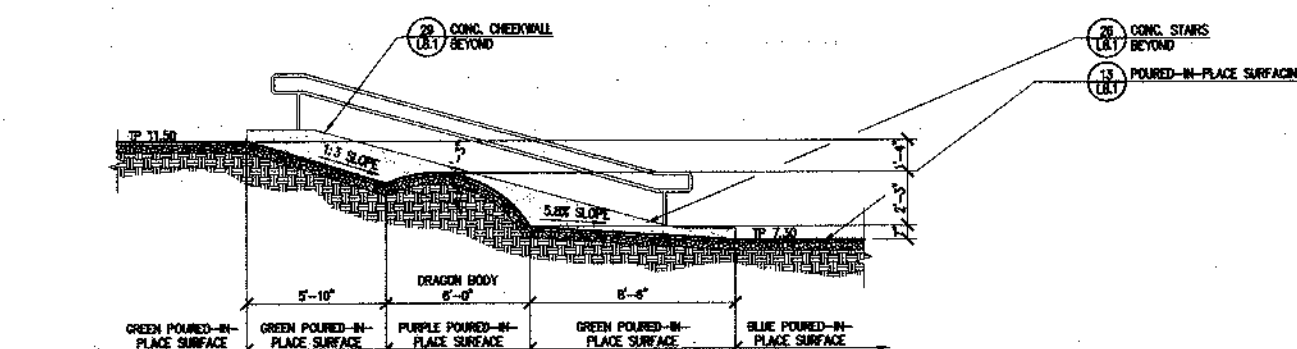
28 SECTION THROUGH DRAGON BODY AT CONC. RAMP

SCALE: 1/4"=1'-0"



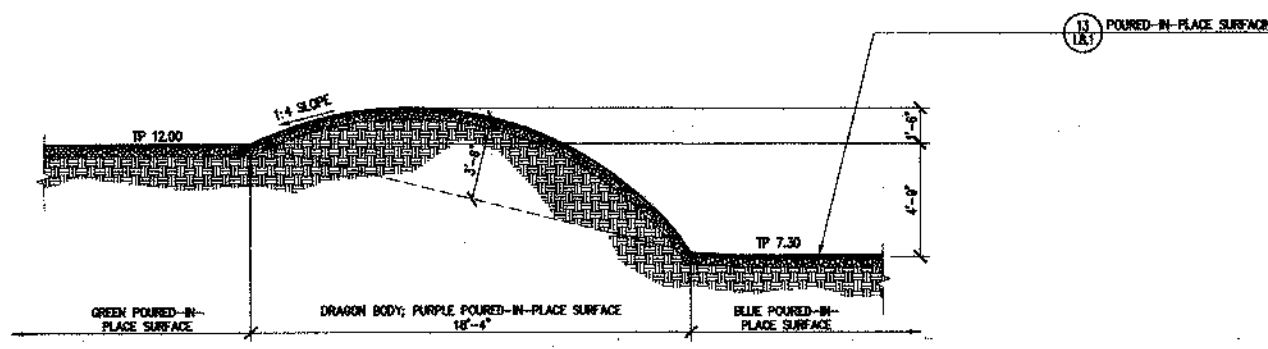
16 SECTION THROUGH DRAGON BODY

SCALE: 1/4"=1'-0"



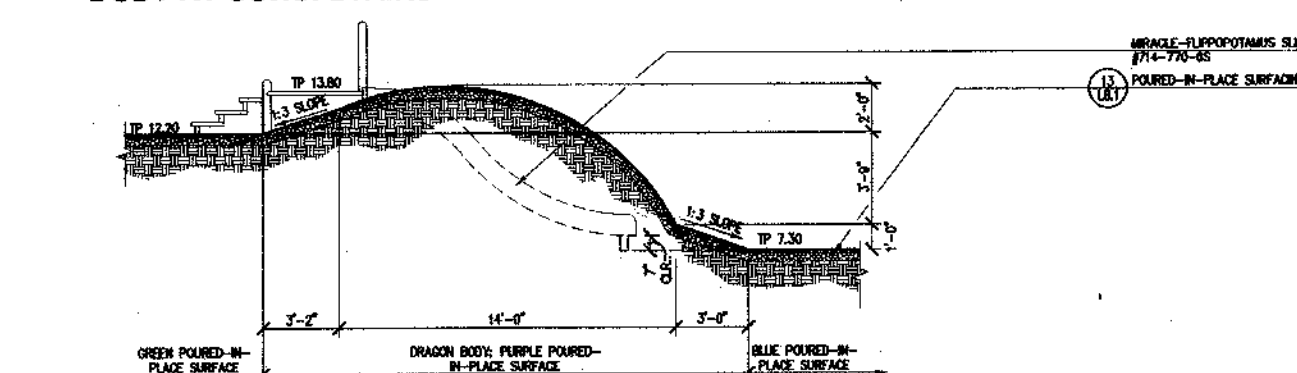
29 SECTION THROUGH DRAGON BODY AT CONC. STAIRS

SCALE: 1/4"=1'-0"



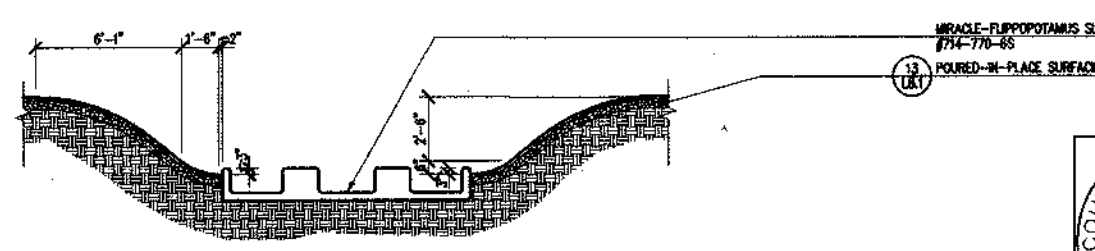
17 SECTION THROUGH DRAGON BODY

SCALE: 1/4"=1'-0"



30 SECTION THROUGH DRAGON BODY AT SLIDE

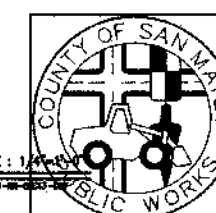
SCALE: 1/4"=1'-0"



18 LATERAL SECTION THROUGH DRAGON BODY AT SLIDE

SCALE: 1/4"=1'-0"

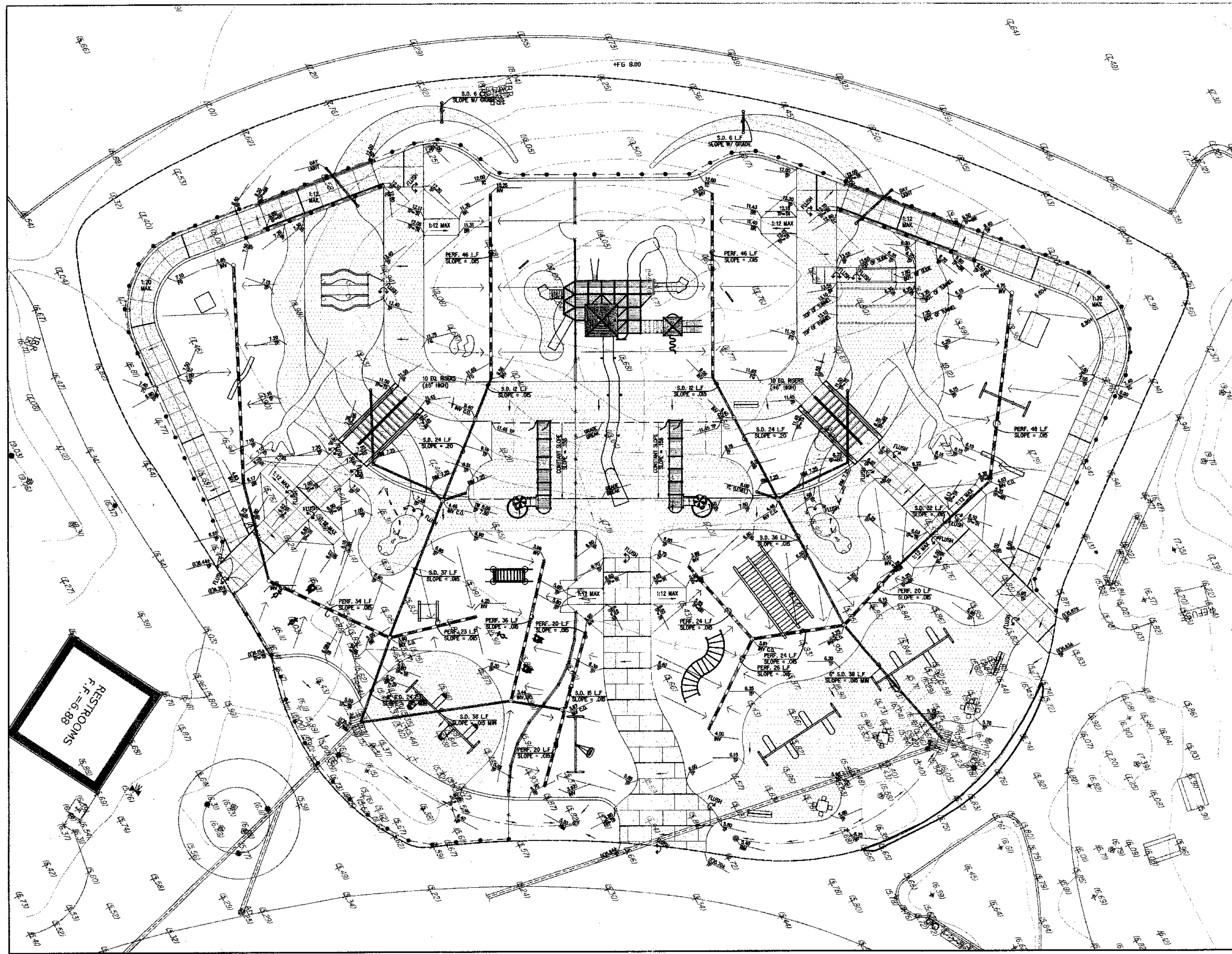
LAYOUT ENLARGMENTS



DESIGNED BY: NH	SAN MATEO COUNTY	SCALE: AS SHOWN
CHECKED BY: WES	COYOTE POINT PARK	DATE: 05/13/05
DRAWN BY: NH	MAGIC MOUNTAIN PLAYGROUND	FILE NO.: F-384(50)
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS	555 COUNTY CENTER, 5TH FLOOR	
SAN MATEO COUNTY	REDWOOD CITY, CALIFORNIA 94063	

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES





APPROVED: *Neil R. Cullen*
DATE: MARCH 13, 2008
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2009

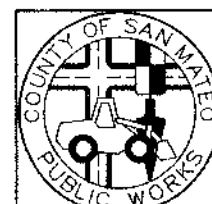
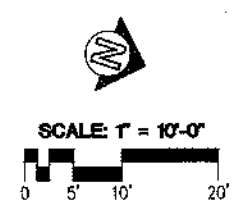
GRADING NOTES:

1. CONFLICTS OR DISCREPANCIES WITH GRADES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY AND PRIOR TO PROCEEDING WITH WORK. SEE LANDSCAPE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
2. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND NOTING ANY UNDERGROUND UTILITY LINES PRIOR TO GRADING, TRENCHING, PLANTING OR OTHER RELATED SITE WORK. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
3. GRADING CONTRACTOR SHALL VERIFY ALL GRADES AND DIMENSIONS IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND PROPER DRAINAGE OF SURFACES IN ALL LANDSCAPE AREAS. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY GRADING DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

LEGEND:

- C.O. CLEAN CUT
- RM MANHOLE, CATCH BASIN, OR AREA DRAIN
- RM ELEVATION
- FG FINISH GRADE
- TH TOP OF WEATHER
- CB GRADE BREAK
- TC TOP OF CURB
- TP TOP OF PAVEMENT (FLATWORK)
- TR TOP OF RAMP
- TS TOP OF STAIR
- TW TOP OF WALL
- BS BOTTOM OF STAIRS
- GS EXISTING GRADE (TO BE VERIFIED IN FIELD)
- SP SPOT ELEVATION
- WATER SURFACE FLOW
- DIRECTION OF SLOPE FOR AGGREGATE BASE UNDER ENGINEERED WOOD FIBER (MAINTAIN 1% MIN.)
- 4" PVC STORMDRAIN LINE (UNLESS OTHERWISE NOTED)
- 4" PVC PERFORATED DRAIN LINE
- EXISTING CATCH BASIN

GRADING PLAN



DESIGNED BY:	SAN MATEO COUNTY	SCALE:
CHECKED BY:	COTYOTE POINT PARK	DATE: 05/13/05
DRAWN BY:	MAGIC MOUNTAIN PLAYGROUND	FILE NO: F-384(05)
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS	555 COUNTY CENTER, 5th FLOOR	
SAN MATEO COUNTY	REDWOOD CITY, CALIFORNIA 94063	
		L21
		SHEET 9 OF 13



APPROVED: *Neil R. Cullen*
DATE: MARCH 13, 2006
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS
R. C. E. # 19109 / EXPIRES 9-30-2006

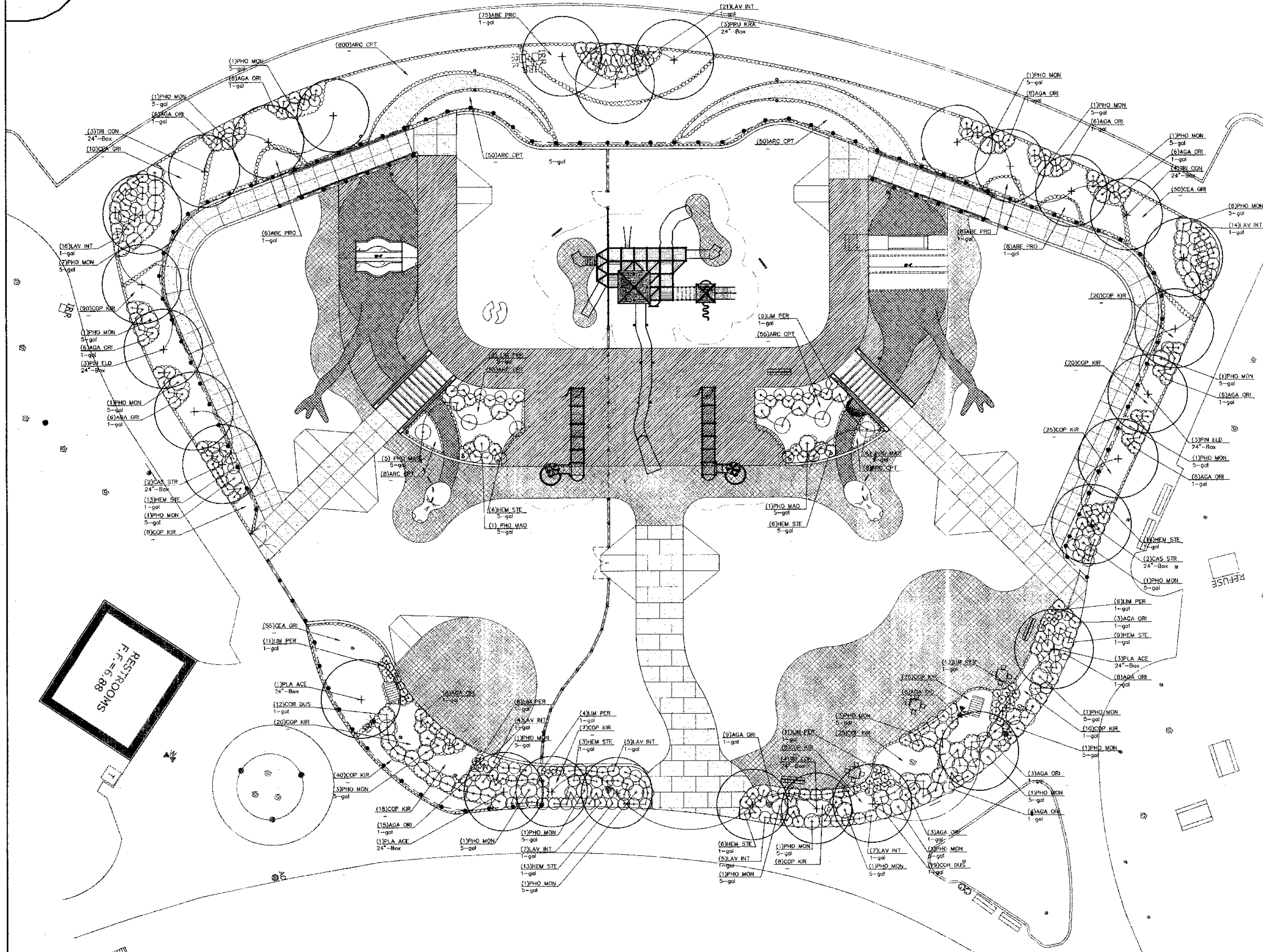
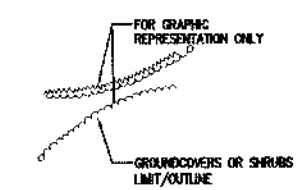
2 STATIONS

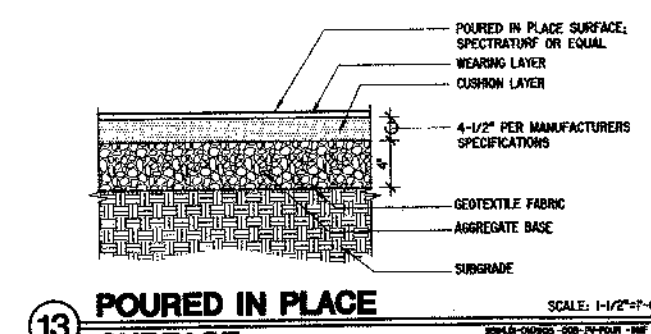
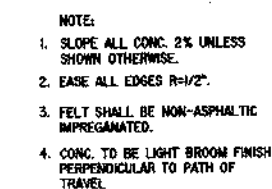
PLANT NOTES:

1. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBCONTRACTORS.
2. PLANTING PLAN IS DIAGRAMMATIC. SOME ADJUSTMENTS TO PLANT MATERIAL PLACEMENT MAY BE REQUIRED DUE TO OBSTRUCTIONS OR ELEMENTS NOT SHOWN ON PLANTING PLAN. ADJUSTMENTS ARE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT. PLANT QUANTITIES ARE ONLY APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL GRAPHICALLY SHOWN PLANT MATERIAL.
3. SEE SPECIFICATIONS AND DETAILS FOR ADDITIONAL PLANTING REQUIREMENTS, PROCEDURES AND SOIL PREPARATION.
4. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF PLANT UNAVAILABILITY WITHIN THIRTY DAYS AFTER BID AWARD.
5. TOP DRESS ALL NON-TURF AREAS WITH SLOPES LESS THAN 3:1 WITH 1/2" MULCH FOR BARK, 2" DEPTH. ON SLOPES GREATER THAN 3:1 USE SHREDDED BARK (GORILLA HAIR). SUBMIT SAMPLE OF BOTH.
6. LANDSCAPE ARCHITECT SHALL APPROVE ALL PROPOSED PLANT SUBSTITUTIONS PRIOR TO DELIVERY OF NURSERY STOCK.

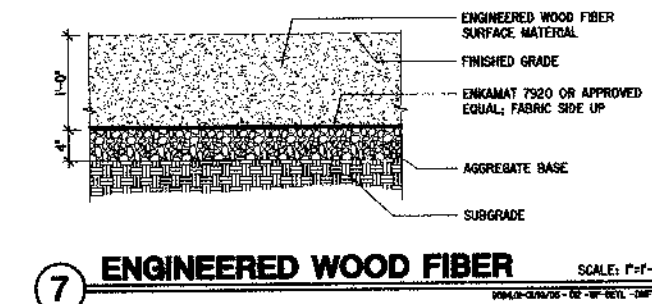
PLANT LIST:

KEY	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
CAS STR	Casuarina stricta	Drooping She-Oak	See Plan
PRN ELD	Pinus edulis	Alpine Pine	See Plan
PLA ACE	Platanus acerifolia	London Plane Tree	See Plan
PRU KRA	Prunus c. 'Krasula Variegata'	Purple Leaf Plum	See Plan
TRU CON	Tristramia conferta	Brisbane Box	See Plan
SHRUBS			
AGA ORI	Agave americana	Century Plant	See Plan
COR DUS	Correa 'Dusky'	White Australian Flax	See Plan
DIE VEG	Diospyros virginiana	Common Persimmon	See Plan
HEM STE	Hemerocallis 'Stella de Oro'	Daylily	See Plan
LAV INT	Lavandula x 'Intermedia Provence'	Provence Lavender	See Plan
LM PER	Linum catharticum	St. Anne's Lace	See Plan
PHO MON	Phlox paniculata	Phlox	See Plan
GROUNDCOVERS			
ARE PRO	Arctostaphylos 'Prostrata'	Prostrate Garrya	1 Gal @ 4" x 4"
ARC CPT	Arctostaphylos 'Emerald Carpet'	Emerald Carpet	1 Gal @ 4" x 4"
CEA ORI	Ceanothus glaucus 'Horizentalis'	Ceanothus	1 Gal @ 4" x 4"
COP KIR	Coprosma lasiocarpa	Coprosma	1 Gal @ 4" x 4"
LR MUS	Liriodendron muscicola	Shiny Sunroof	1 Gal @ 16" x 16"

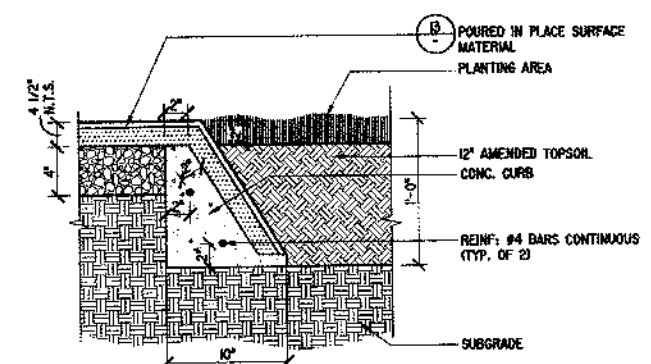




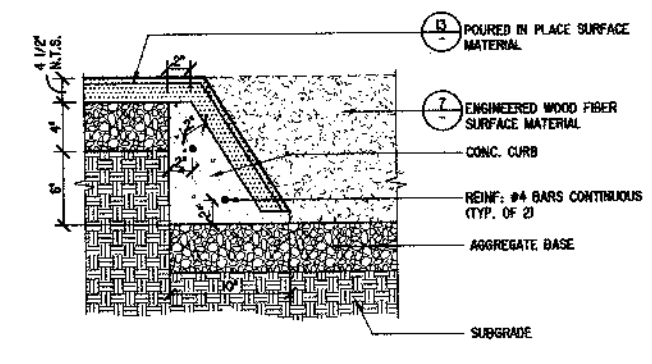
13 POURED IN PLACE SURFACE



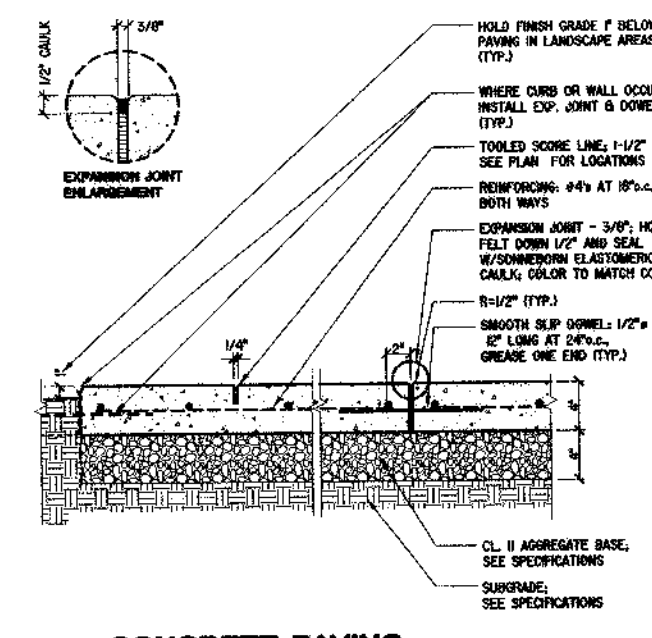
7 ENGINEERED WOOD FIBER SCALE: 1"=1'-0"



14 POURED IN PLACE SURFACE AT PLANTING AREA

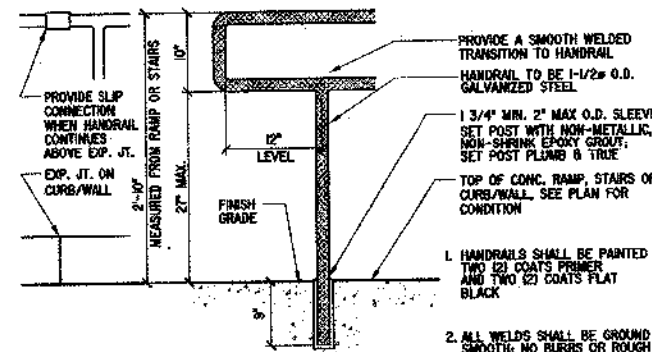


8 ENGINEERED WOOD FIBER AT POURED IN PLACE SURFACE SCALE: 1-1/2"=1'-0"

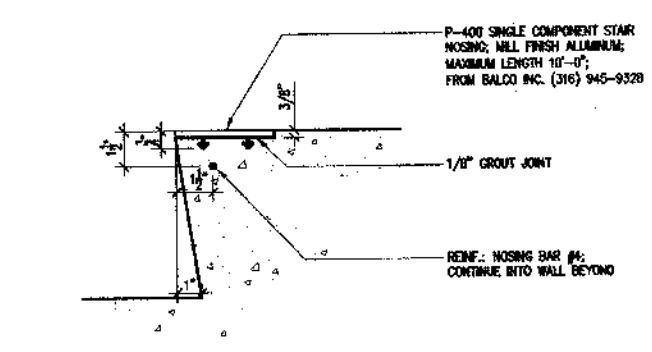


2 CONCRETE PAVING SCALE: 1/2"=1'

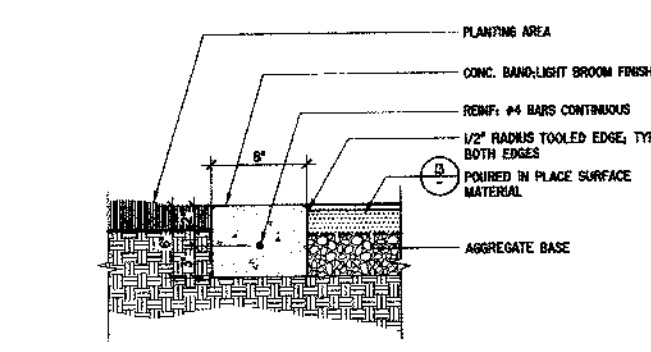
26 CONCRETE STAIRS



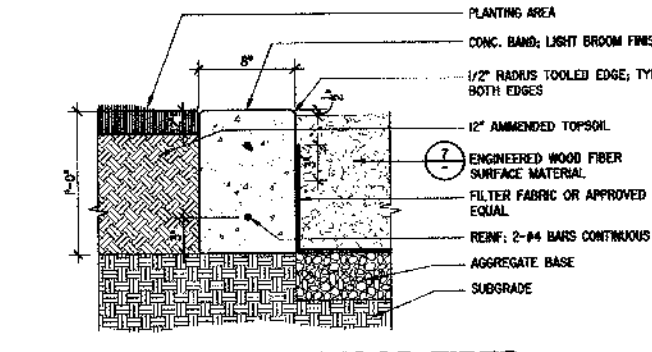
27 **HANDRAIL TERMINUS** EDGES. NO PITTING OF WELDS.
SCALE: 1"=1'-0"
EVEN SURFES - 02 - NORMAL - 076



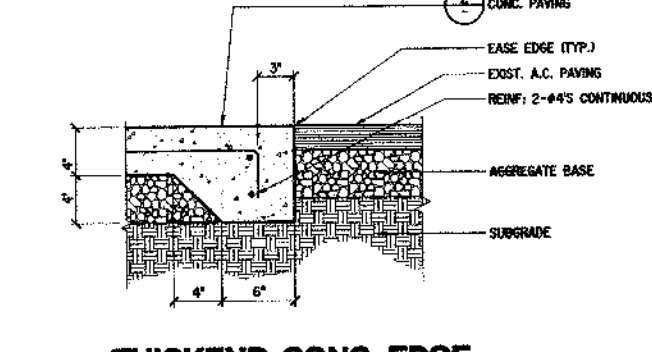
21 NOSING DETAIL (TYPICAL) SCALE: 3"=1'-0"



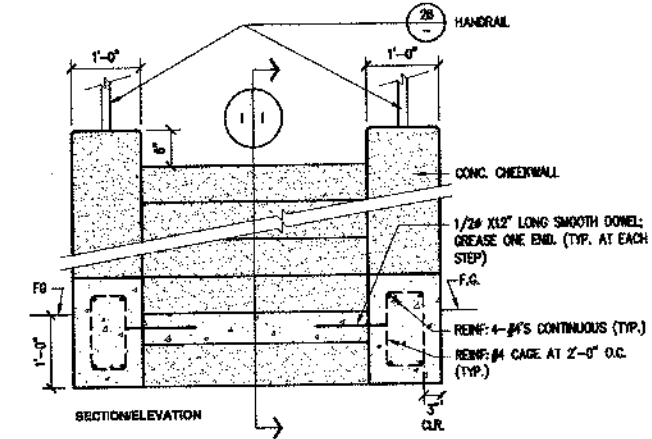
15 CONG. BAND AT POURED IN PLACE SURFACE



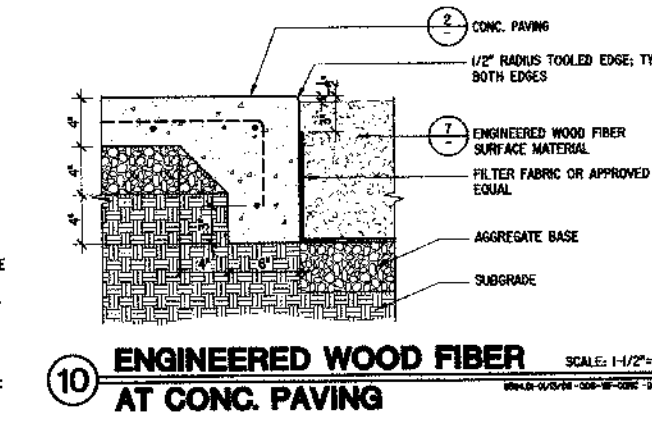
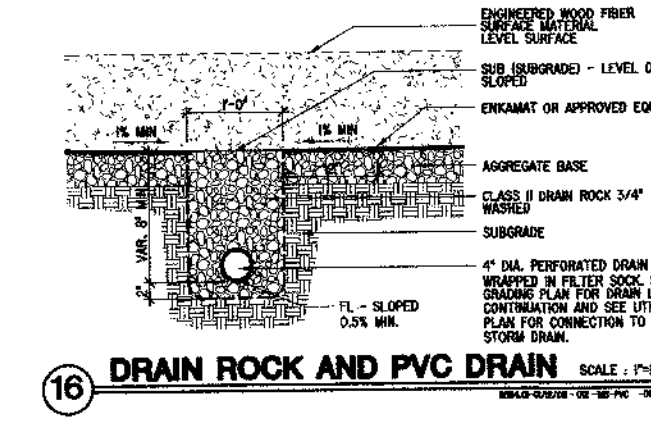
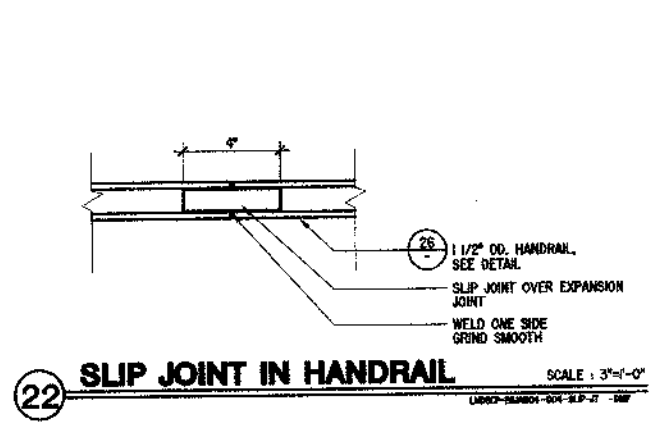
9 ENGINEERED WOOD FIBER AT CONC. BAND SCALE: 1-1/2"=1'



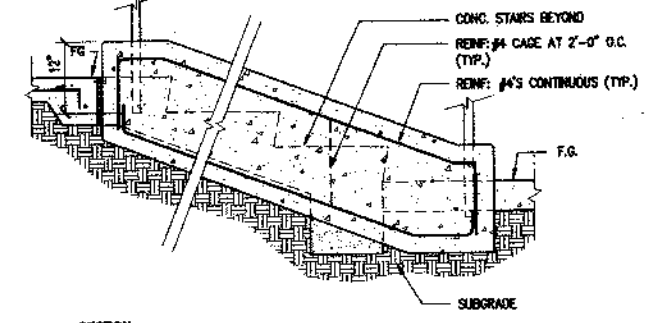
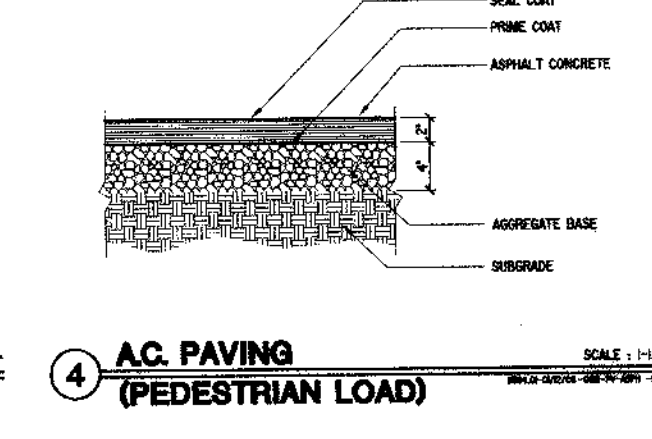
3 THICKEND CONC. EDGE AT AC. PAVING



CONC. STAIRS BEYOND
REINF. #4 CAGE AT 2'-0" O.C.



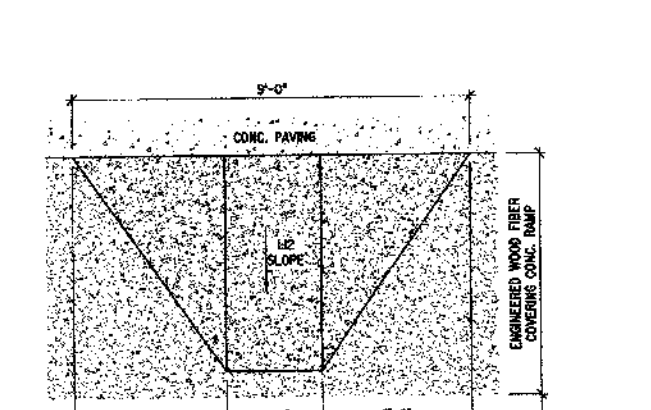
POWER IN PLACE SURFACES



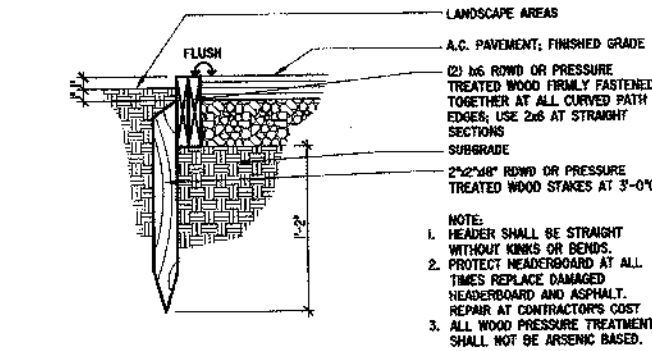
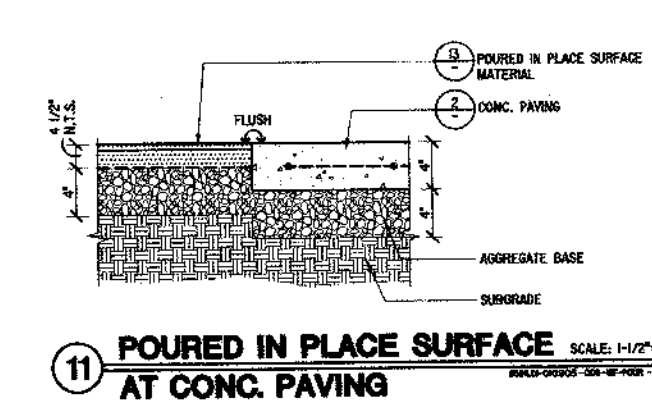
SECTION

29 CONCRETE CHEEKWALL SCALE: 3/4"=1'-0"

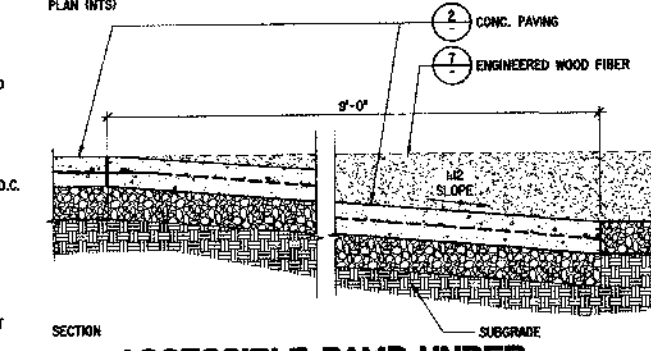
UDRCP-D12804-CW-G1, F0802-04F



PLAN (INTS):



24 REDWOOD HEADER SCALE: 1-1/2"=1'-0"
AT A.C. PAVING SHEET NO. 04-01-01-02 - SEE PREVIOUS - E.R.



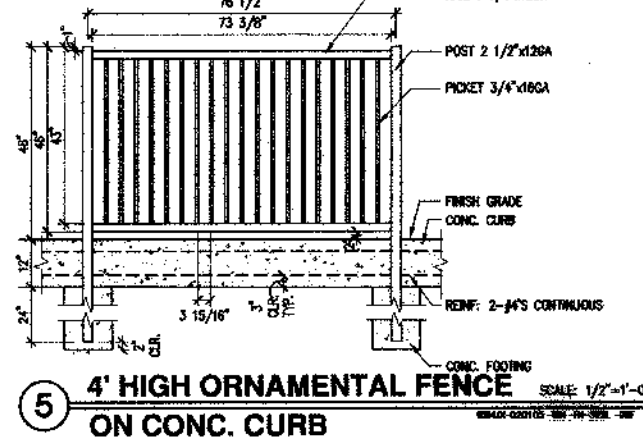
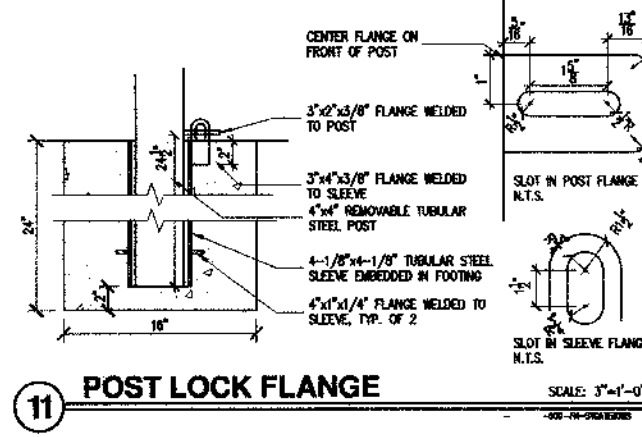
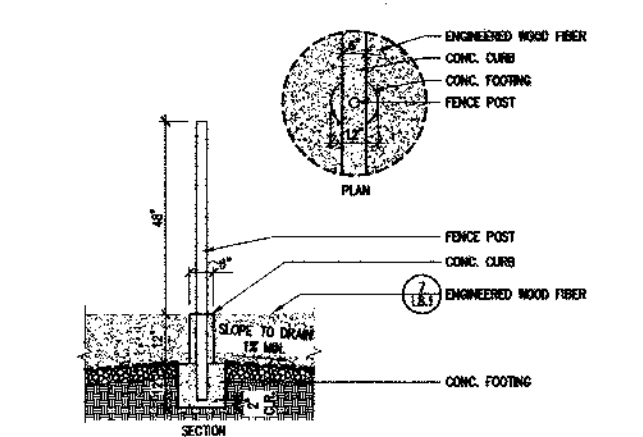
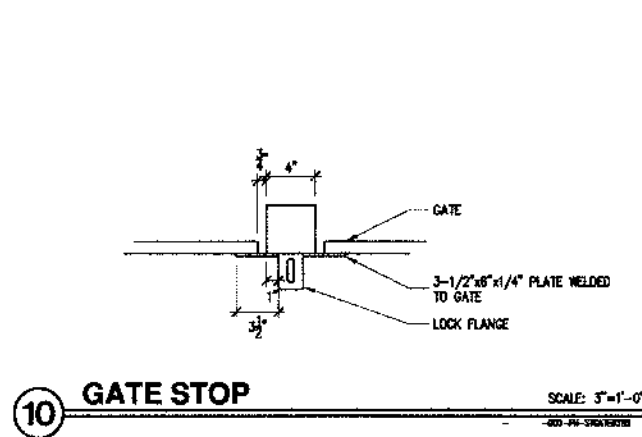
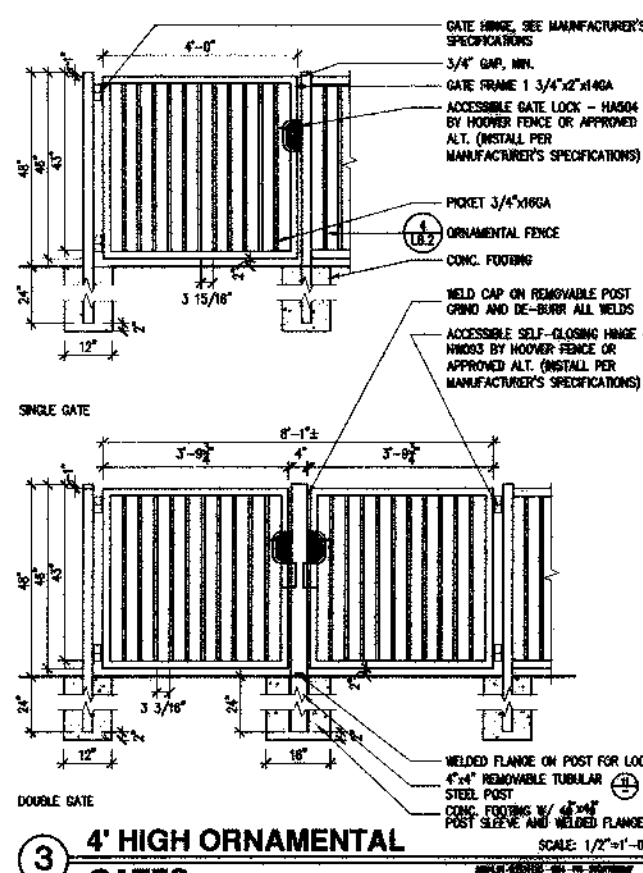
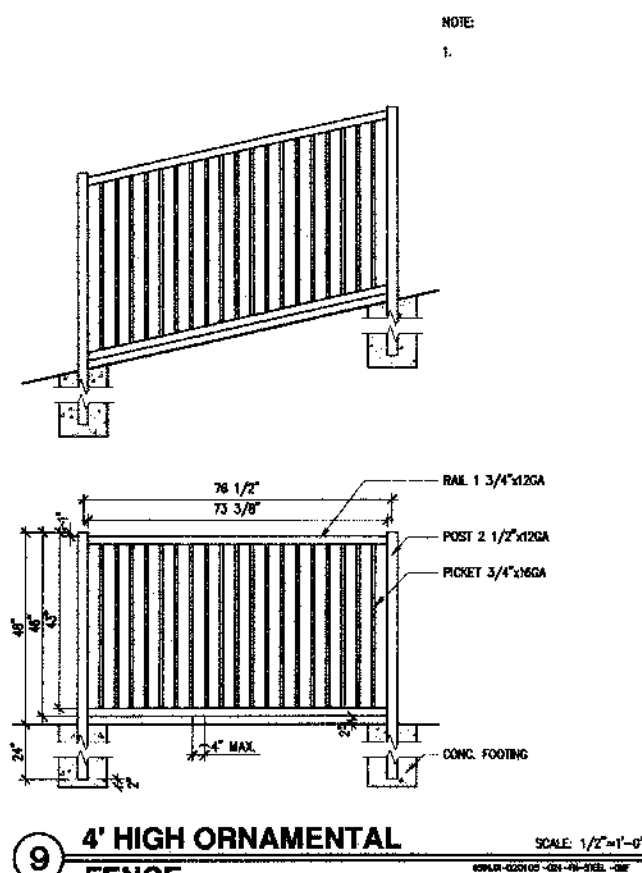
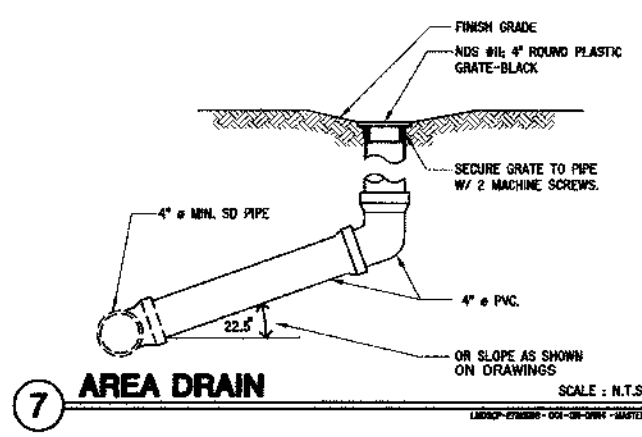
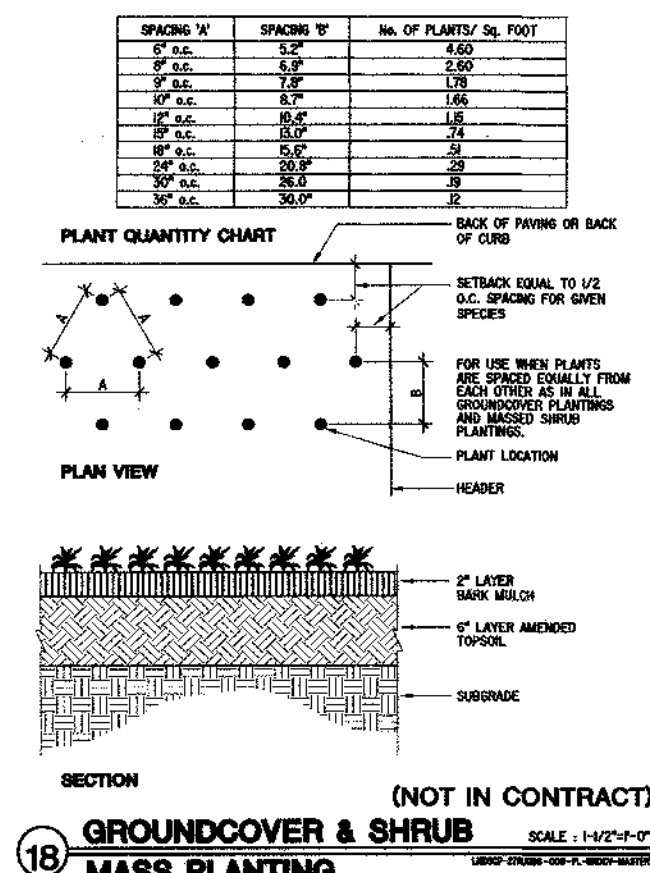
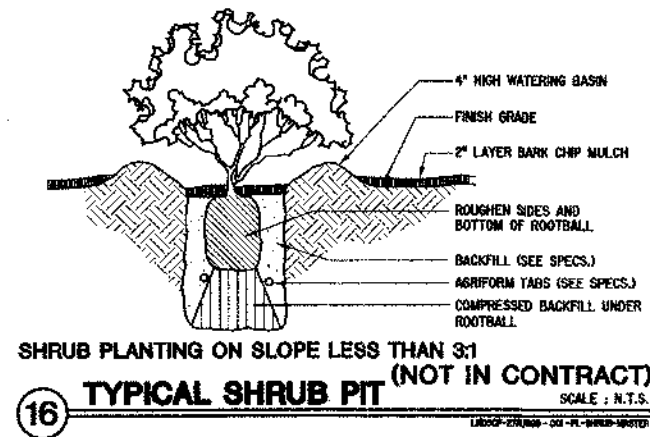
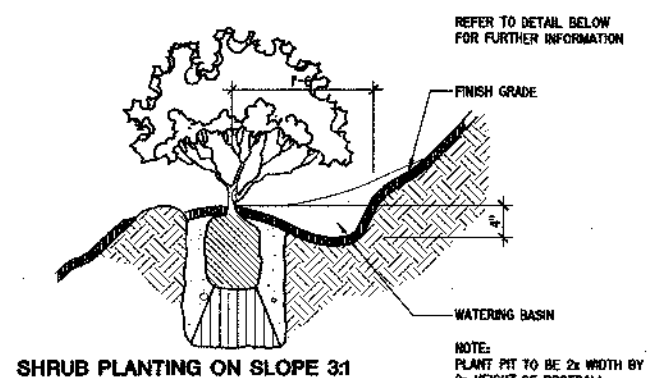
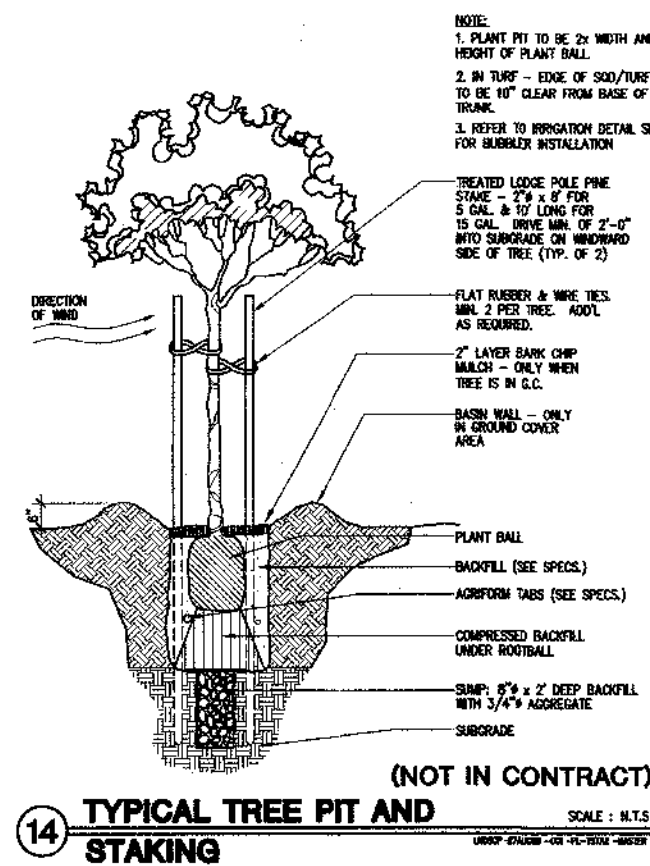
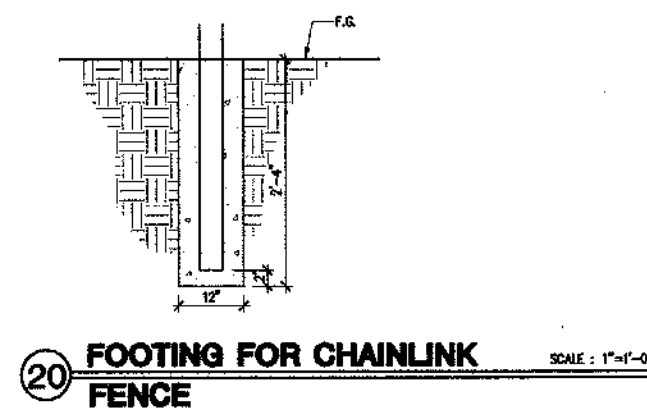
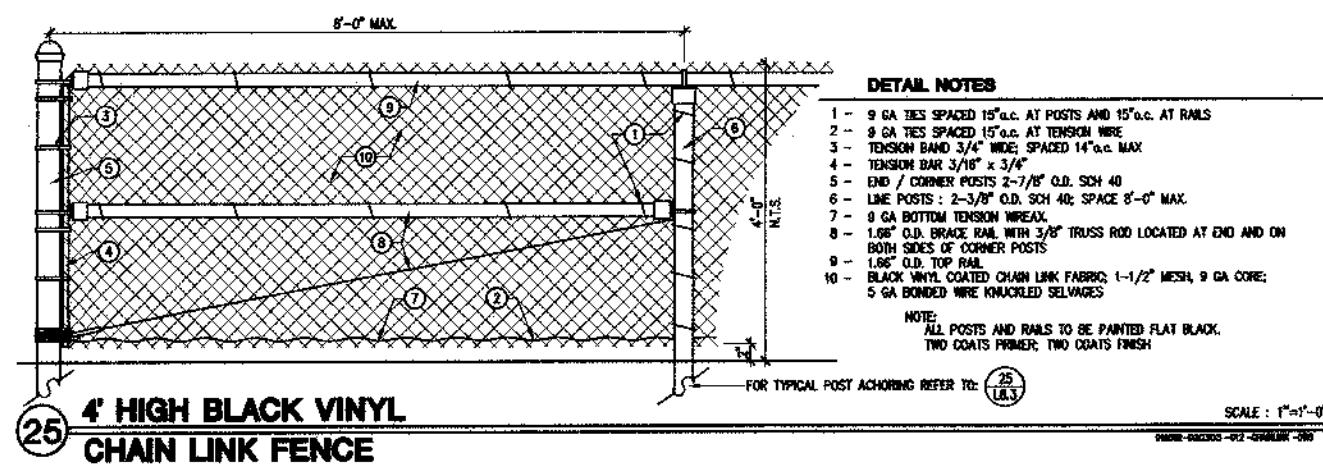
**18 ACCESSIBLE RAMP UNDER
ENGINEERED WOOD FIBER**

1500	DESIGNED BY: NN	SAN MATEO COUNTY	SCALE: N/A
	CHECKED BY: YES	COYOTE POINT PARK	DATE: 05/13/06
	DRAWN BY: NN	MAGIC MOUNTAIN PLAYGROUND	FILE NO.: F-384(30)
	NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		355 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063

FOR REDUCED PLANS
 ORIGINAL SCALE IS IN INCHES

0 1 2 3 4

LRI
 SHEET 11 OF 11



CONSTRUCTION DETAILS

	DESIGNED BY: NN	SAN MATEO COUNTY	SCALE: N/A
	CHECKED BY: WES	COYOTE POINT PARK	DATE: 08/13/05
	DRAWN BY: NN	MAGIC MOUNTAIN PLAYGROUND	FILE NO.: F-384(20)
	NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063	LBS SHEET 13 OF 15

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

0 1 2 3 4



APPROVED
DATE: MAY 13, 2005
NEIL K. COLLEN, DIRECTOR OF PUBLIC WORKS
AL. C. E. # 11000 / EXPIRES 8-31-2005

COUNTY OF SAN MATEO

MAGIC MOUNTAIN PLAYGROUND

COYOTE POINT PARK, SAN MATEO, CALIFORNIA

PROJECT TEAM

LANDSCAPE ARCHITECT: DES ARCHITECTS+ENGINEERS
399 BRADFORD STREET
REDWOOD CITY, CA 94063
TEL. (650)364-6455
FAX. (650)364-2616
CONTACT: PATRICK MUNNERYLYN

CLIENT: COUNTY OF SAN MATEO PUBLIC WORKS
555 COUNTY CENTER, 5TH FLOOR
REDWOOD CITY, CA 94063-1685
TEL. (650)363-4100
FAX. (650)361-8220
CONTACT: NOEL MANUEL

COUNTY OF SAN MATEO ENVIRONMENTAL SERVICES AGENCY
455 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063-1646
TEL. (650)363-1681
FAX. (650)589-1721
CONTACT: GARY LOCKMAN

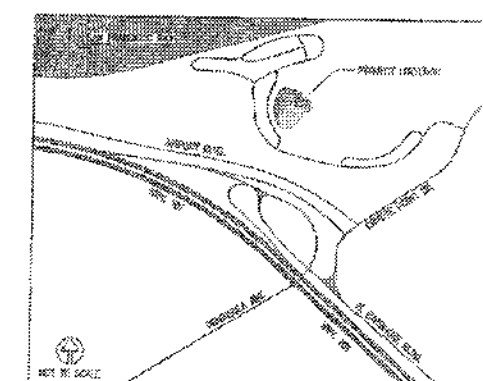
SHEET INDEX

TJ1	TITLE SHEET
G11	GENERAL NOTES
S11	TOPOGRAPHIC SURVEY
D11	DEMOLITION PLAN
L11	LAYOUT PLAN
L12	DETAIL LAYOUT PLAN
L13	PLAY ELEMENTS LAYOUT PLAN
L14	LAYOUT ENLARGEMENTS
L21	GRADING PLAN
(NOT IN CONTRACT) L41	PLANTING PLAN
L81	CONSTRUCTION DETAILS
L82	CONSTRUCTION DETAILS
L83	CONSTRUCTION DETAILS

PROJECT DISCRIPTION

INSTALLATION OF NEW TWO-TIER PLAYGROUND AT COYOTE POINT PARK. THE PLAYGROUND IS A MEDIEVAL THEME THAT CONSISTS OF STAND ALONE PLAY APPARATUS, ORNAMENTAL DRAGON HEADS, SEPARATE PLAY AREAS FOR TWO DIFFERENT AGE GROUPS, AND A CENTRAL CASTLE TOWER CONTAINING LONG SLIDES.

VICINITY MAP



TITLE SHEET

	DESIGNED BY: ME	SAN MATEO COUNTY	SCALE: N/A
	CHECKED BY: ME	COYOTE POINT PARK	DATE: 05/12/05
	DRAWN BY: ME	MAGIC MOUNTAIN PLAYGROUND	FILE NO: P-200505
	NEIL K. COLLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063	TJ1 SHEET 1 OF 12

1. THE LOCATIONS, SETBACKS AND NUMBER OF EXISTING IMPROVEMENTS UTILITIES ARE SHOWN ON THIS MAP AND ARE NOT GUARANTEED BY ANY SOURCE OF MAPPING. THEREFORE, THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND TYPE OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL IMPROVEMENTS UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OF THE IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT'S PLANNED IMPROVEMENTS AND ALL APPLICABLE REGULATIONS, ORDINANCES, AND RULES. FOR AGENCIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL IMPROVEMENTS UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OF THE IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.

1. CONTRACTOR SHALL VISIT THE PROJECT TO OBSERVE IN THIS WORK AND CONSIDER THE EXISTING CONDITIONS AND SOIL CONDITIONS IN THE AREA. CONTRACTOR SHALL BE THE RESPONSIBLE FOR AND FURNISH WITH CURRENT STANDARDS LOCAL AND NEIGHBORHOODS USED IN DETERMINING A BUL.
2. ALL ROAD CLOSURE AND IN THE PUBLIC RIGHT-OF-WAY SHALL CONTRACTOR TO EXISTING TRAFFIC PATTERNS AND TRAFFIC VOLUMES.
3. ALL ROAD SHALL BE RESTORED IN ACCORDANCE WITH THE SOIL REPORT SHALL BE DEPENDENT TO ANY BY THE AREA ADEQUATELY. WORKS DO NOT EXCEED 40-67
4. DAMAGE TO EXISTING OR IMPROVEMENTS, UTILITIES AND FOR REMEDY TO REMAIN SHALL BE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL RETURN AND FOR REPLACE BE NEEDED.

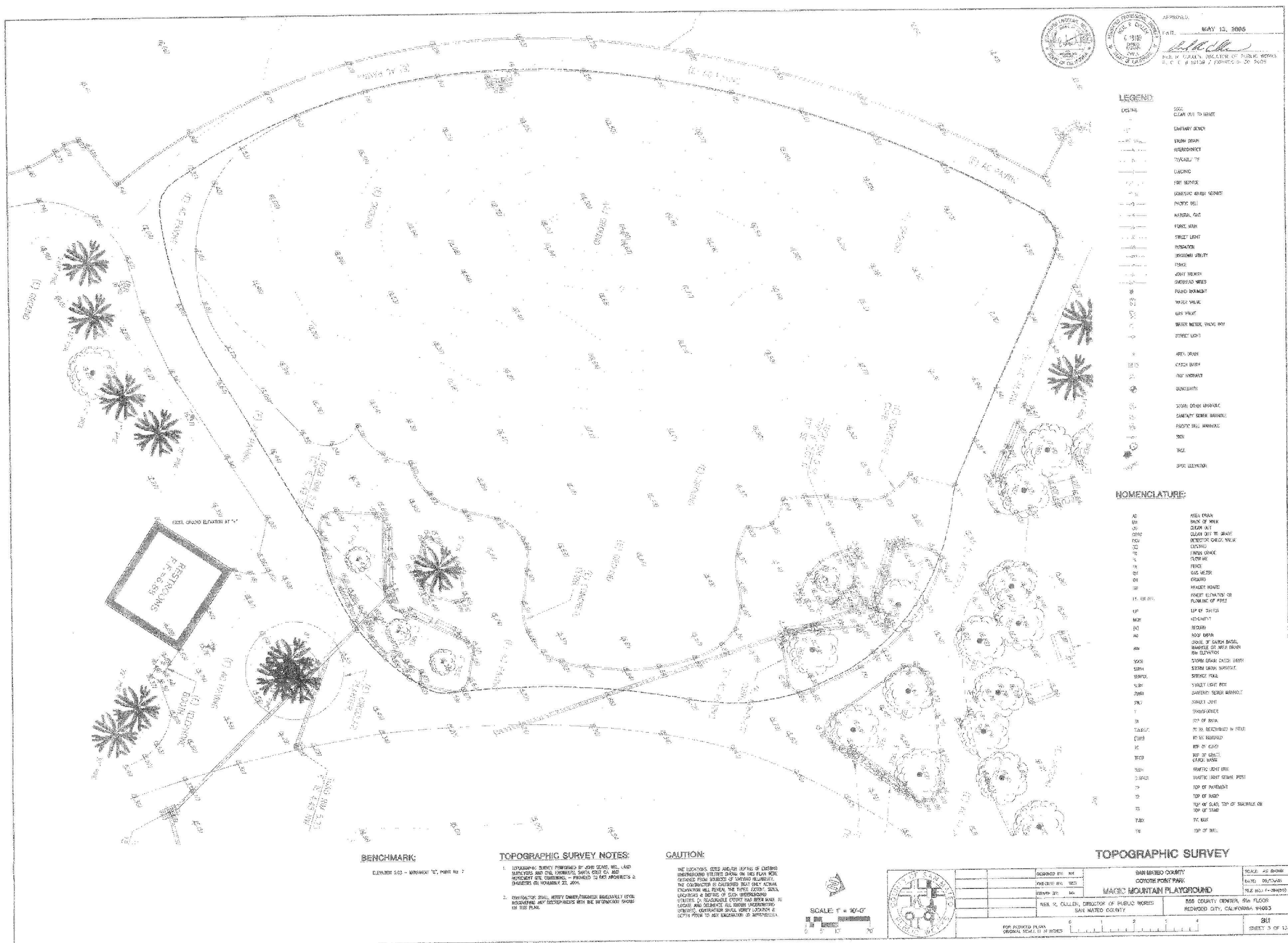
[illegible]

1. MARINE RESOURCES SHALL BE PROTECTED AND IN LINE WITH THE CONSERVATION POLICY. ALL PORTFOLIO MANAGERS OF THE SUB-SECTOR TO ELABORATE SUCH POLICY BY INTRODUCING AN OCEANIC FUND TO BE USED TO SUPPORT RESEARCH AND TO REDUCE RISK OF COLLAPSE DUE TO THE OVERFISHING OF THE FISH STOCKS.
2. MARINING ASSOCIATED WITH AN OCEAN CONSERVATION PROJECT SHALL TAKE PLACE ONLY IN THE OCEANIC FUND AND SHALL INCLUDE AN OCEANIC FUND TO REDUCE RISK OF COLLAPSE DUE TO THE OVERFISHING OF THE FISH STOCKS.
3. ALL PROJECTS AND WORKS SHOULD BE FINANCED BY THE OCEANIC FUND TO CONSERVATION. ALL PROJECTS SHALL BE CARRIED OUT WITHIN A SHORT PERIOD OF TIME OF WORKING ON AN OCEANIC FUND ACTIVITIES BY THE OCEANIC FUND.
4. THE OCEANIC FUND SHOULD BE USED TO FINANCE RESEARCH ON PROJECTS THAT ARE OF INTEREST TO THE OCEANIC FUND. THE OCEANIC FUND SHOULD BE USED TO FINANCE THE OCEANIC FUND'S POWER RANK SYSTEM.
5. ALL PROJECTS INVOLVED IN, AND, AND OTHER POWER RANKING SHALL BE CONDUCTED WITH THE AID OF OTHER POWER RANKING.
6. THE OCEANIC FUND SHOULD BE USED TO FINANCE RESEARCH ON PROJECTS THAT ARE OF INTEREST TO THE OCEANIC FUND. THE OCEANIC FUND SHOULD BE USED TO FINANCE THE OCEANIC FUND'S POWER RANK SYSTEM.
7. MARINE RESOURCES SHALL BE PROTECTED AND IN LINE WITH THE CONSERVATION POLICY. ALL PORTFOLIO MANAGERS OF THE SUB-SECTOR TO ELABORATE SUCH POLICY BY INTRODUCING AN OCEANIC FUND TO BE USED TO SUPPORT RESEARCH AND TO REDUCE RISK OF COLLAPSE DUE TO THE OVERFISHING OF THE FISH STOCKS.
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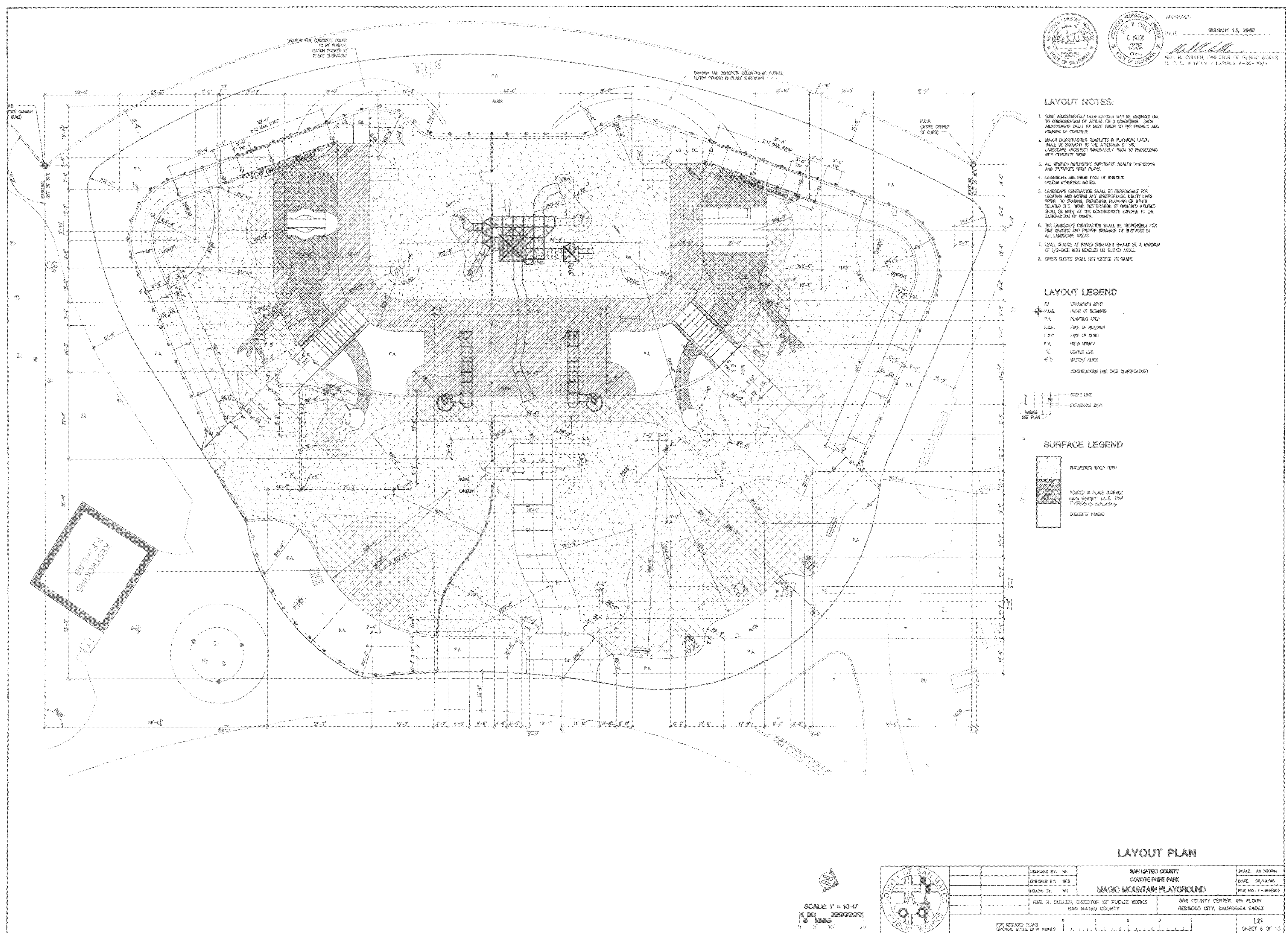
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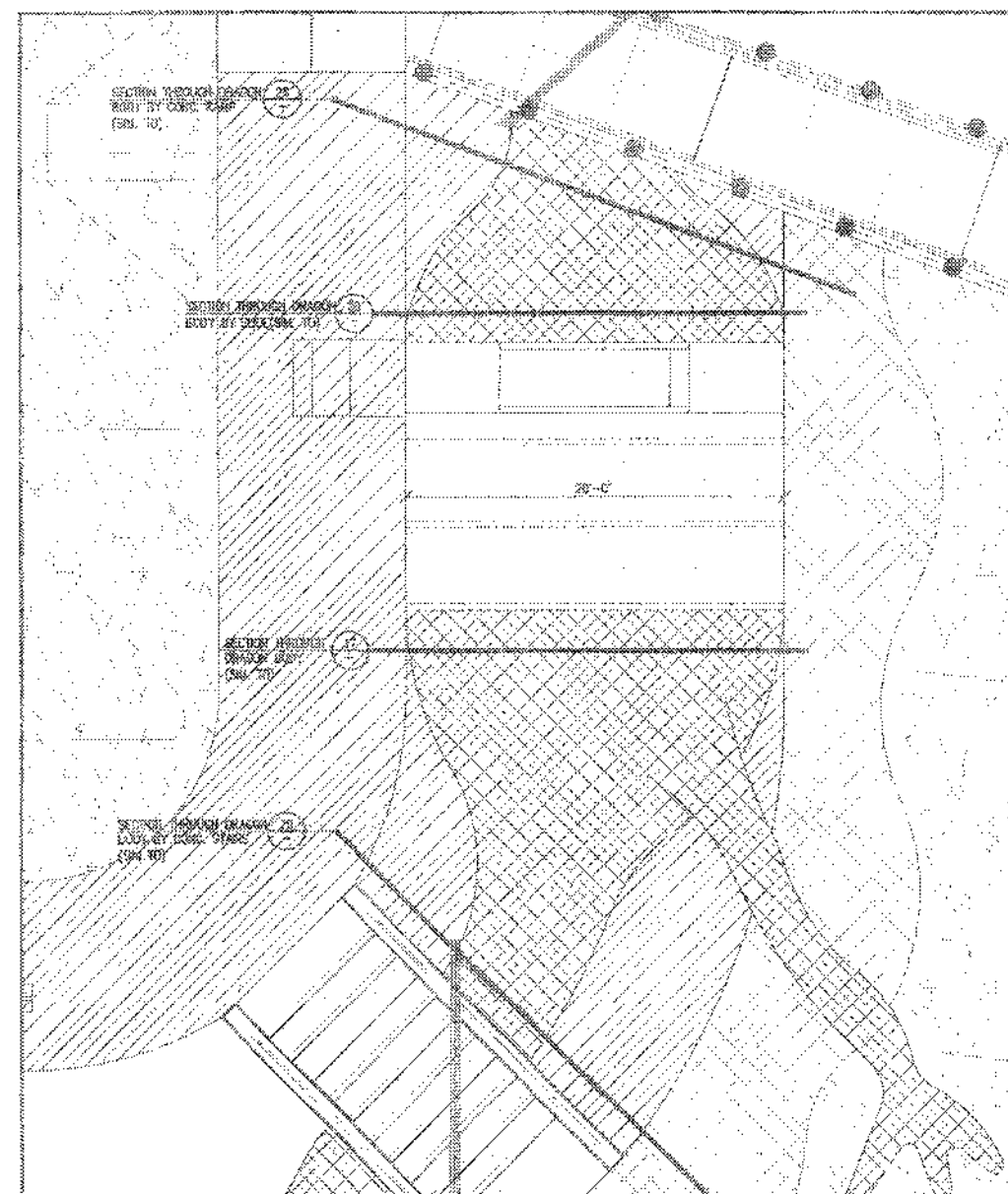
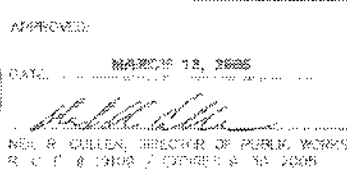
1. DESIGNATION AND CONSTRUCTION WORKS WILL BE PERFORMED OVER THE TOP OF AN EXISTING CURBED DRAIN AS IS IN PLACE. CONSTRUCTION SHALL BEGIN BY INSTALLING A NEW WORK AREA. THIS WILL BE DONE BY EXCAVATING THE EXISTING CURBED DRAIN IN THE WORKING AREA OF CONSTRUCTION.
2. THE CONTRACTOR SHALL LOCATE AND EXCAVATE MAIN LINES THROUGH THE EXISTING CURBED DRAIN. THE EXCAVATION SHALL BE DEEP ENOUGH TO EXPOSE THE MAIN LINES IN THE WORKING AREA OF CONSTRUCTION.
3. CONTRACTORS WILL BE REQUIRED TO MAINTAIN ALL WORKING OFFICIALS AND ALL PERSONNEL INVOLVED IN THE EXCAVATION OF THE EXISTING CURBED DRAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCAVATION OF THE EXISTING CURBED DRAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCAVATION OF THE EXISTING CURBED DRAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCAVATION OF THE EXISTING CURBED DRAIN.
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	PREPARED BY: <u>HW</u> CHECKED BY: <u>WES</u> DRAWN BY: <u>AW</u>	SAN MATEO COUNTY COUNTY POINT PAPER MAGIC MOUNTAIN PLAYGROUND	TOWN: <u>AS SHOWN</u> DATE: <u>05/15/76</u> FILE: <u>171-1-30040A</u>
	N. R. CHILLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	GSA COUNTY CENTER, SAN FLORES REDWOOD CITY, CALIFORNIA 94061	
THE REQUIRED PLANT SPECIFICATIONS ARE ON SHEETS 2 & 3		SEE SHEET 2 OF 3	









DATE RECEIVED _____
 NAME _____
 ADDRESS _____
 CITY _____
 STATE _____
 ZIP _____

ENGRAINED WOOD FINISH

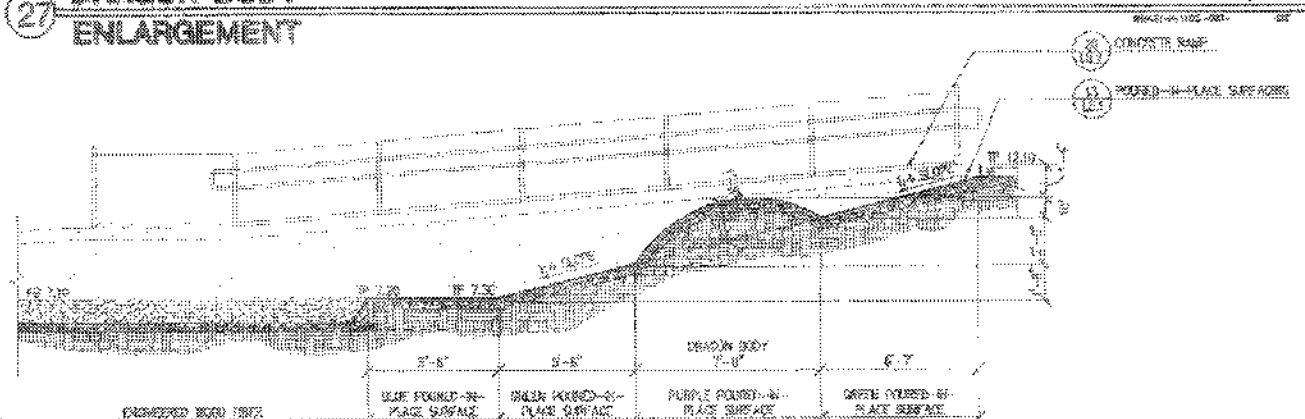
COMPOSITE PLACING

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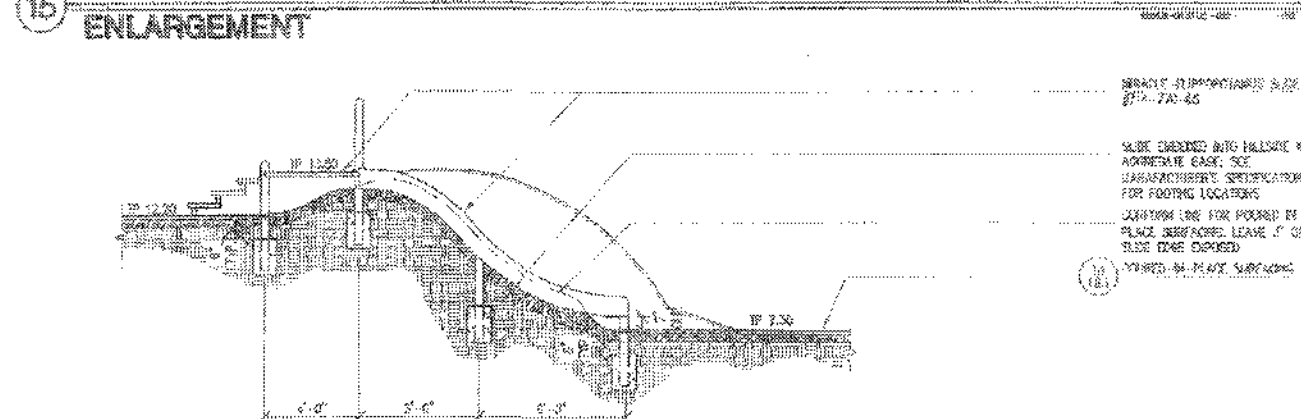
PAINTED IN PLACE SURFACE, GABLE

PAINTED IN PLACE SURFACE, RISE

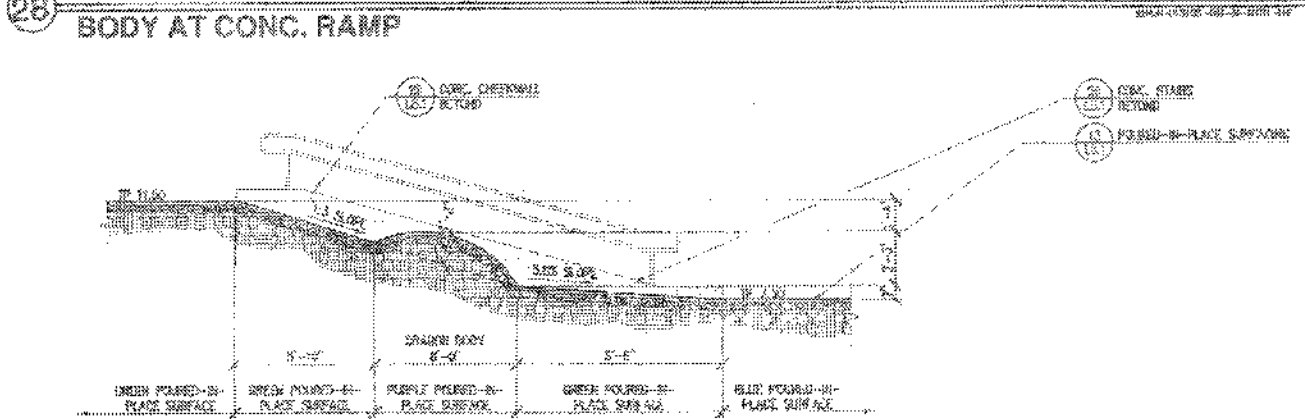
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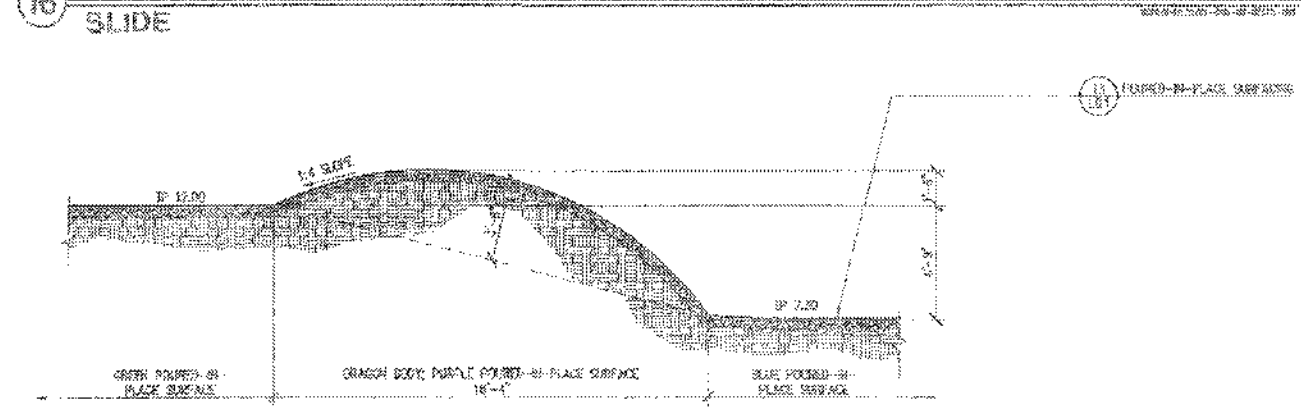
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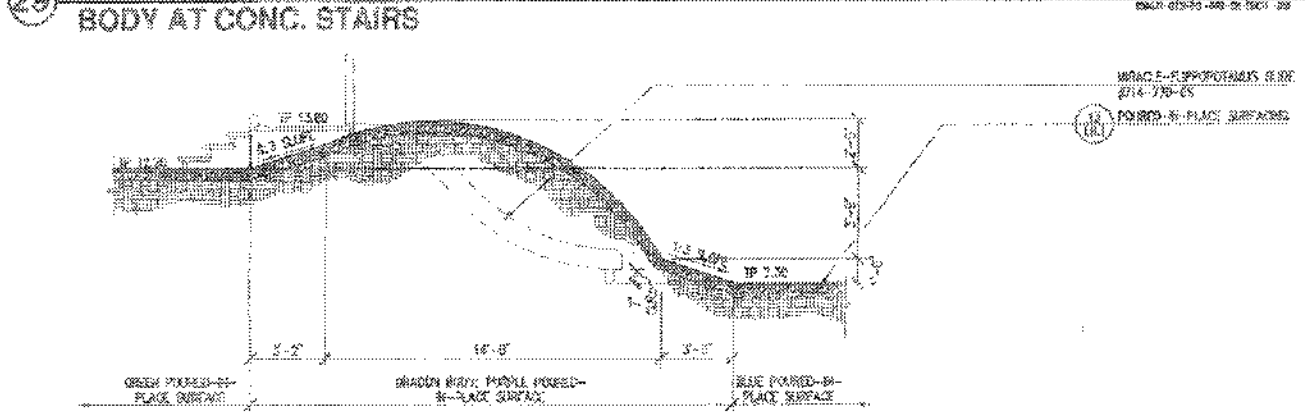
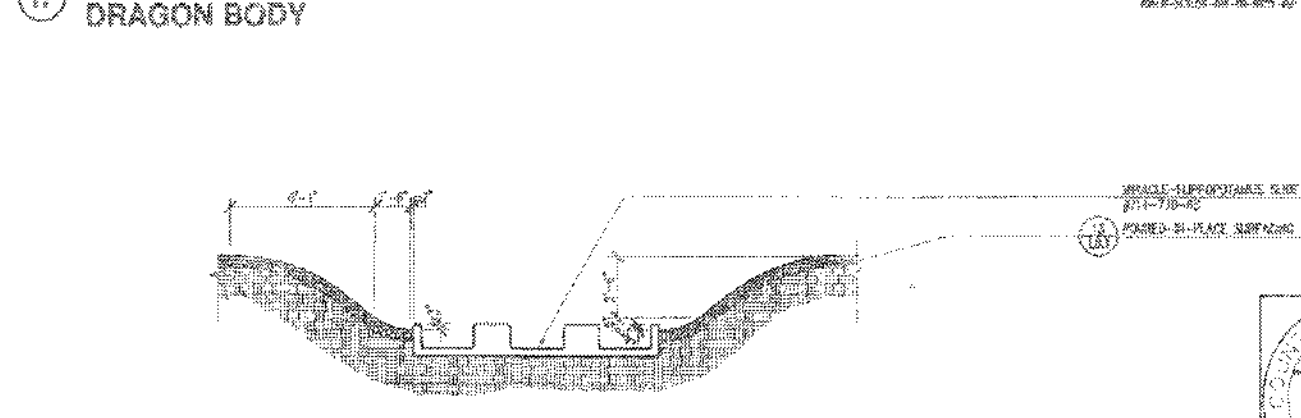
環化率: 5.4% (3-0)



SCALE : 1/6"=1'-0"



SOME: $1/4 \Rightarrow 1 - 0$


$$S_{\text{KLE}} = 2f_{\text{KLE}}m_{\text{KLE}} =$$


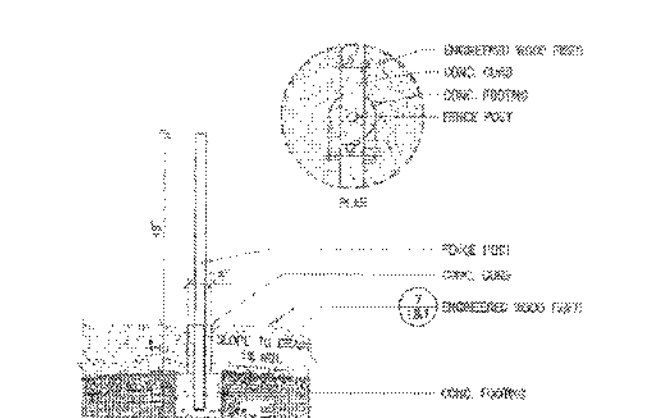
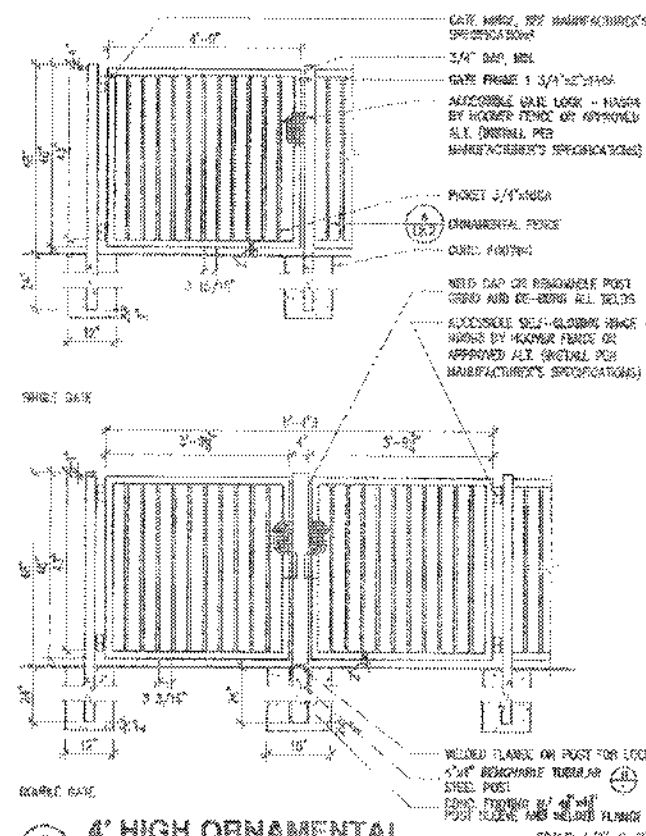
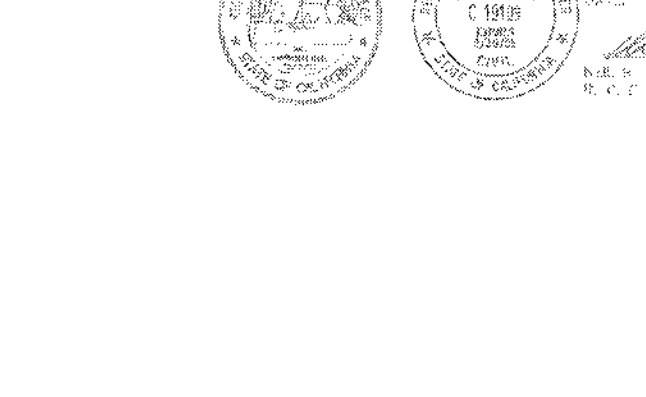
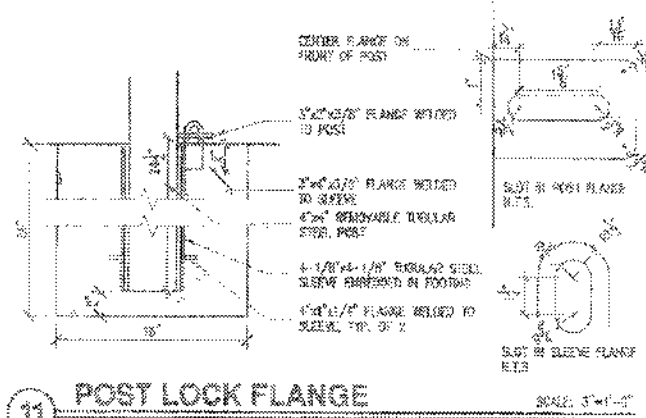
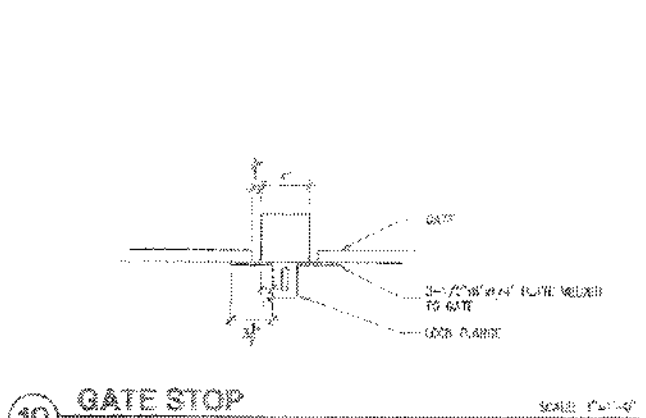
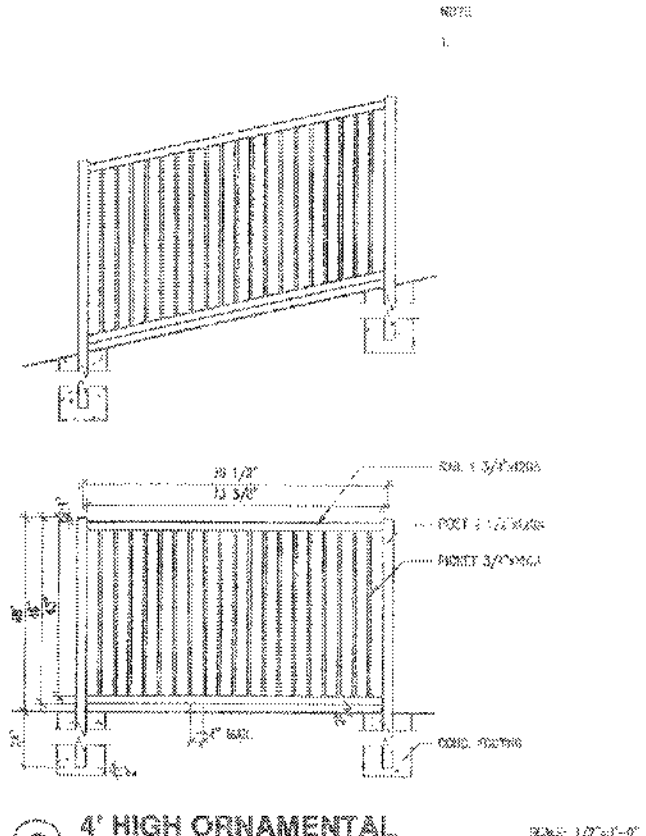
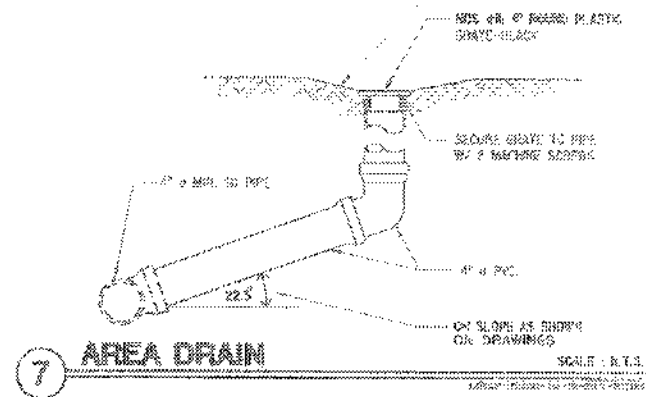
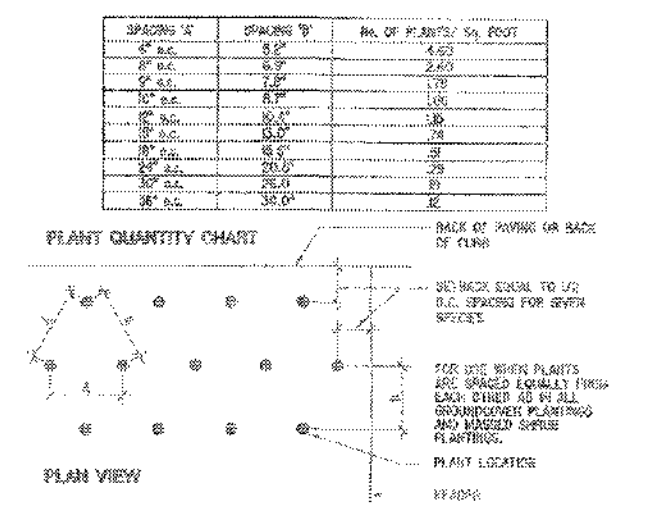
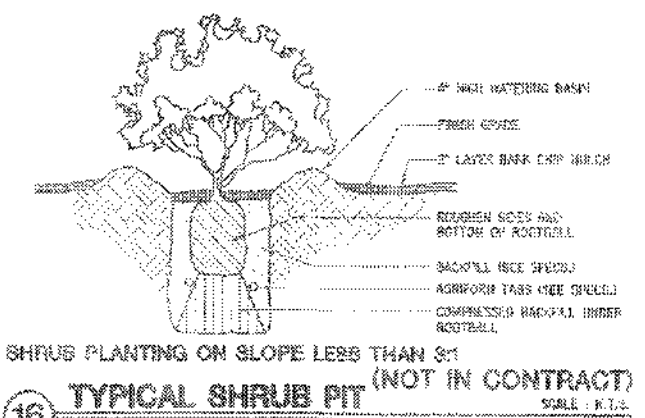
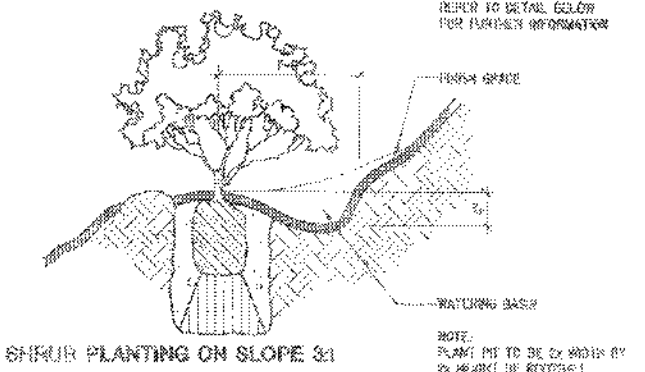
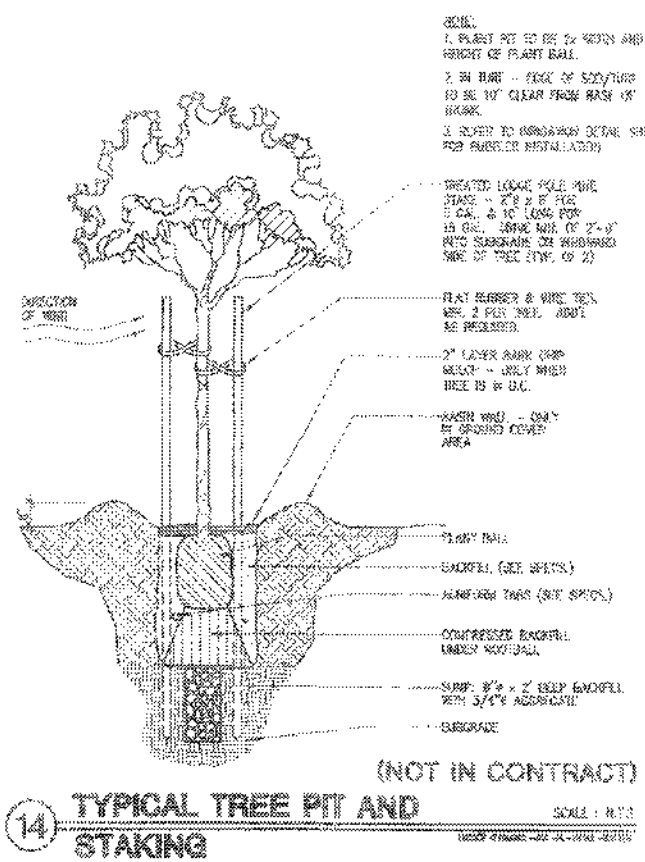
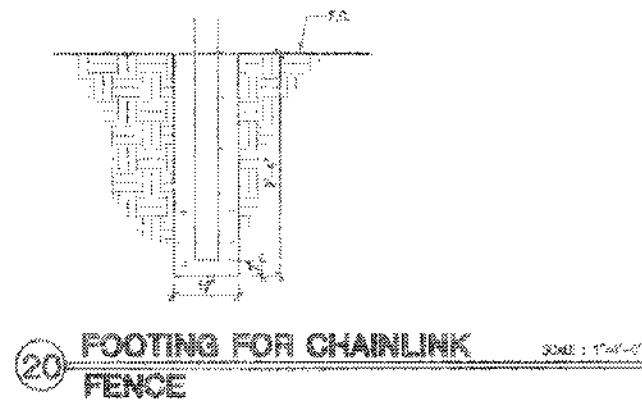
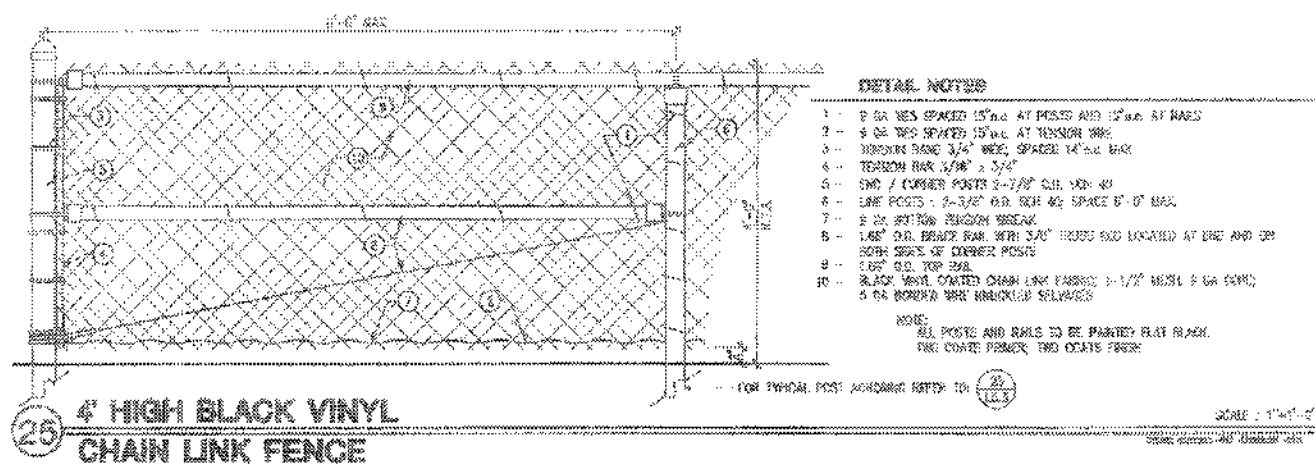
SCALE: 1/8"=1'-0"



SIZE: 14mm



RECEIVED BY: MR.	SAN MATEO COUNTY	SCALE: AS SHOWN
CHECKED BY: MISS	OXYGEN POINT PARK	DATE: 04/15/00
DESIGNED BY: MISS	MAGIC MOUNTAIN PLAYGROUND	PLOT NO.: 8-204(C40)
NIEL R. DALEEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		JOSS COUNTY CENTER, 3RD FLOOR REDWOOD CITY, CALIFORNIA 94063
THE SECOND PLANS ORIGINAL SCALE IS OF SHEETS	L14 SHEET 8 OF 13	

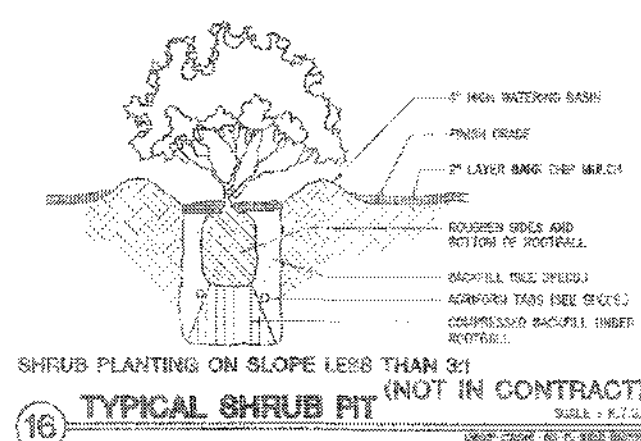
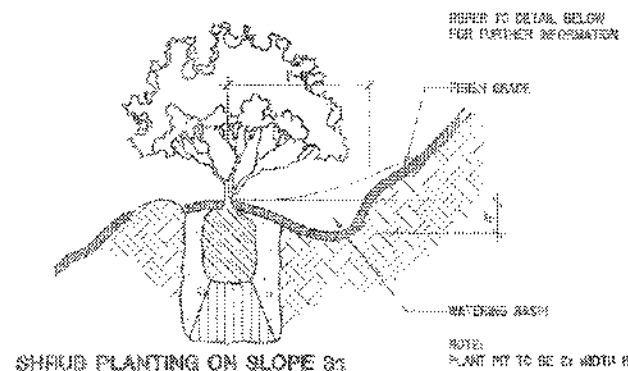
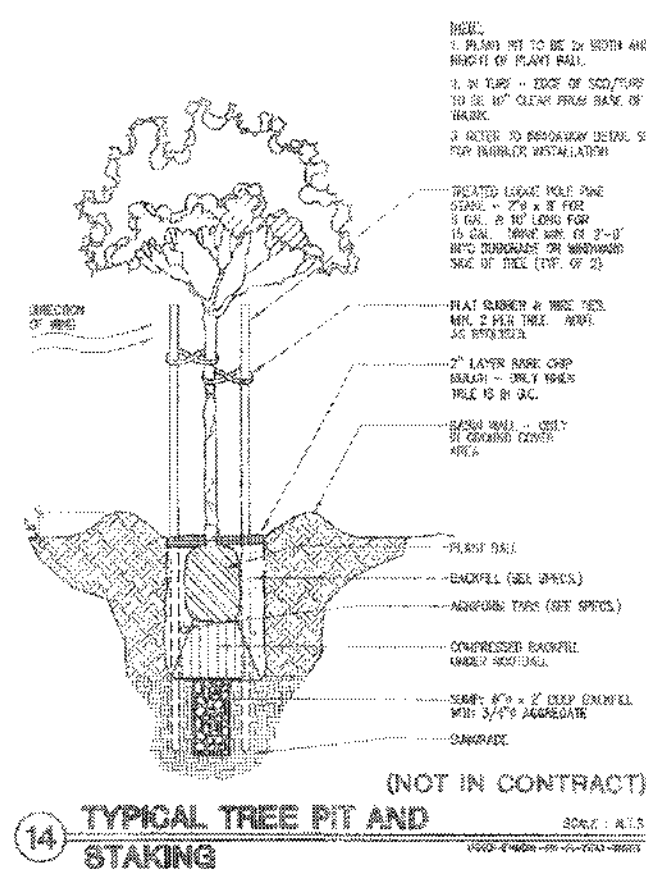
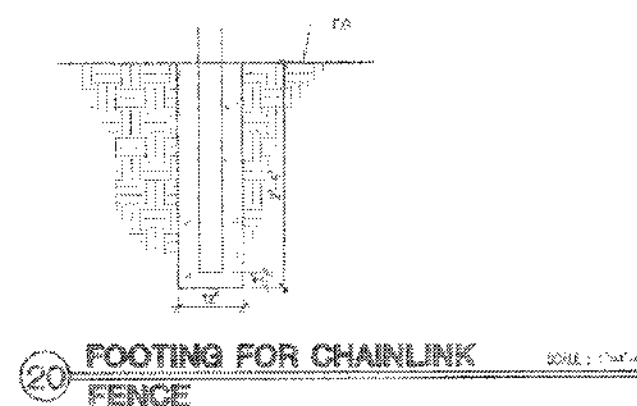


CONSTRUCTION DETAILS

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DRAWN BY: M. J. JONES	CHECKED BY: M. J. JONES	DATE: 04/15/00
APPROVED BY: M. J. JONES	APPROVED BY: M. J. JONES	FILE NO.: 00-0000
FOR: SAN MATEO COUNTY	PROJECT: MAGIC MOUNTAIN PLAYGROUND	2500 COUNTY CENTER, SAN FLORENCE, CALIFORNIA 94568
FOR: SAN MATEO COUNTY	PROJECT: MAGIC MOUNTAIN PLAYGROUND	2500 COUNTY CENTER, SAN FLORENCE, CALIFORNIA 94568

FOR: SAN MATEO COUNTY
ORIGINAL SCALE: 1/4" = 1'-0"

SHEET: 13 OF 14



SPACING 'S'	DRAWING 'D'	No. of PLANTS/ Sq. FOOT
0.5' S.C.	0.5' D.	4.00
0.5' S.C.	0.75' D.	2.67
0.5' S.C.	1.0' D.	2.00
0.5' S.C.	1.5' D.	1.33
0.5' S.C.	2.0' D.	1.00
0.5' S.C.	2.5' D.	0.80
0.5' S.C.	3.0' D.	0.67
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0.5' S.C.	4.0' D.	0.50

PLANT QUANTITY CHART

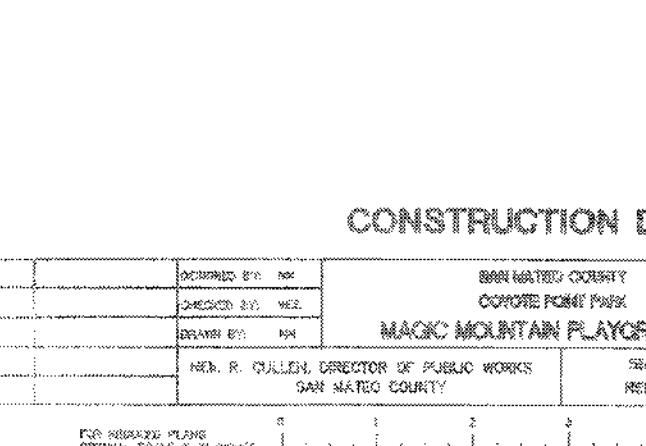
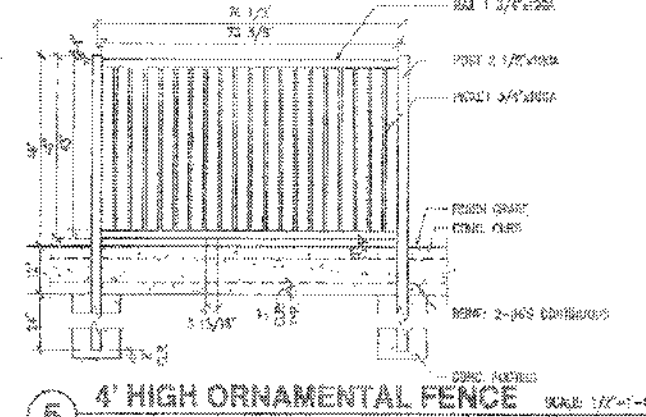
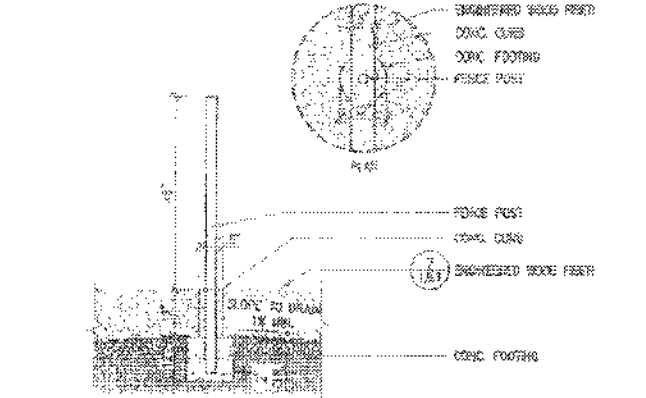
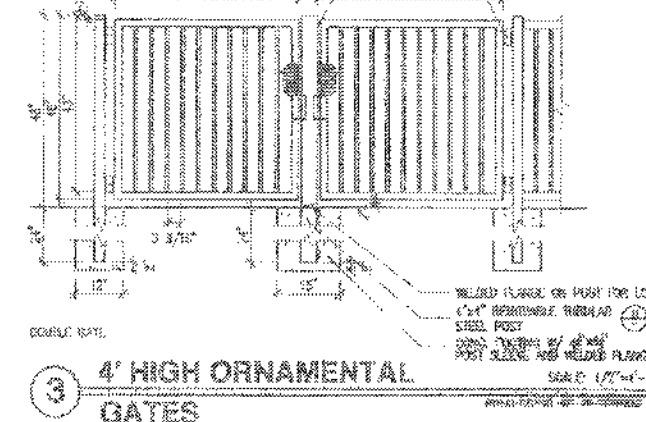
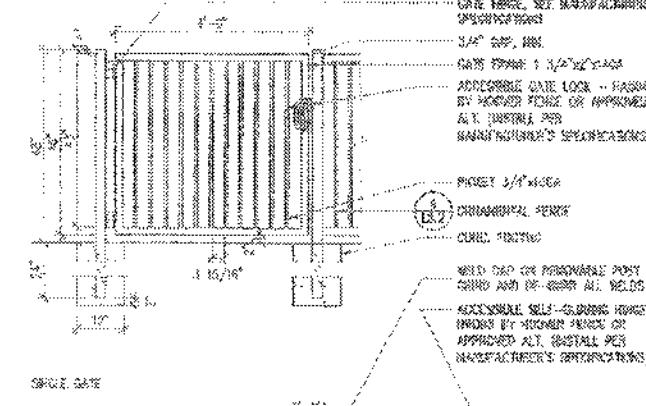
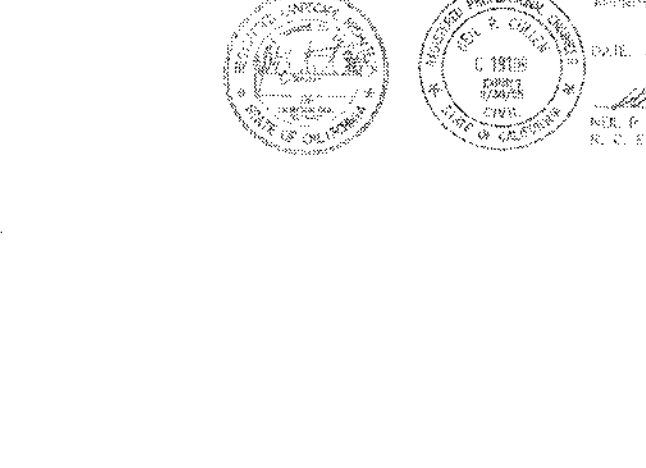
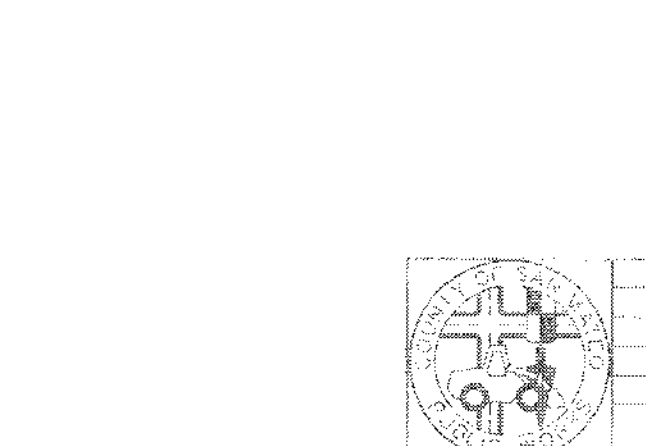
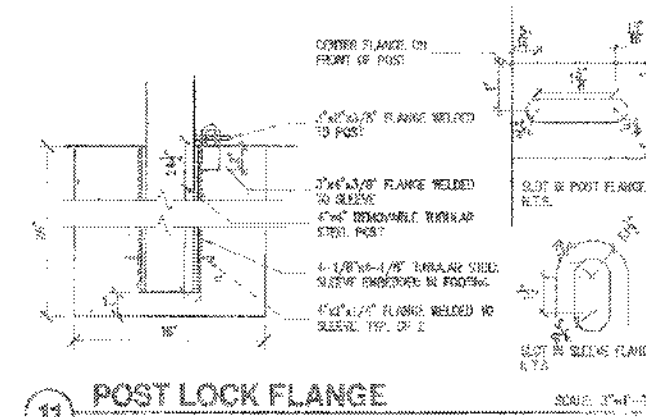
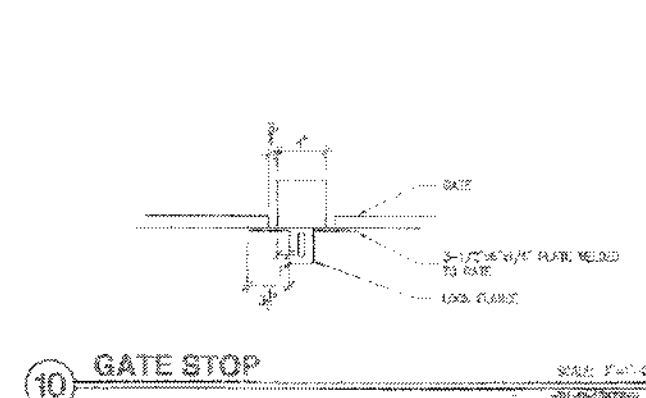
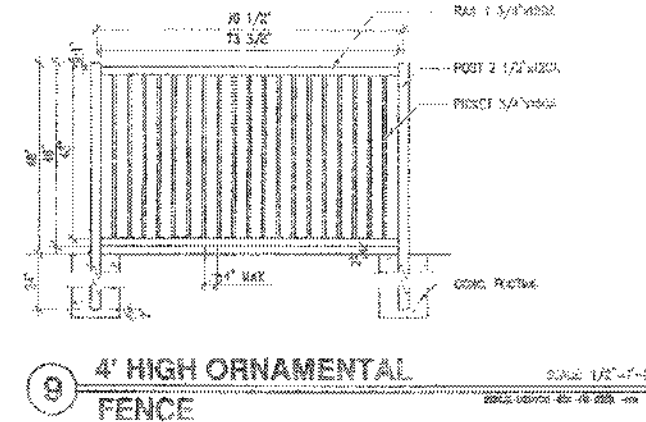
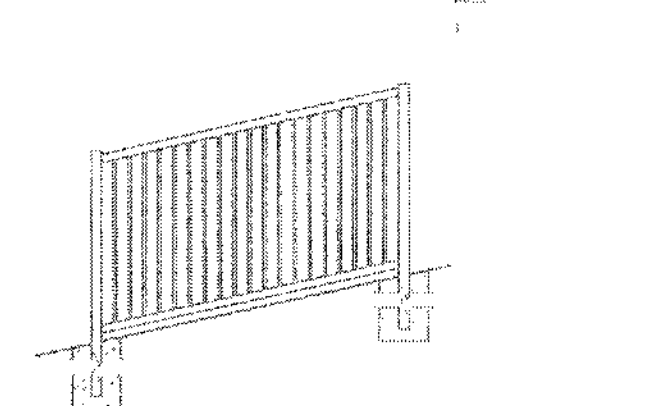
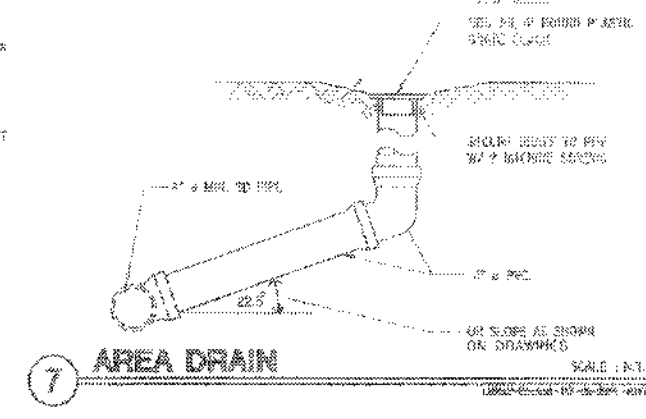
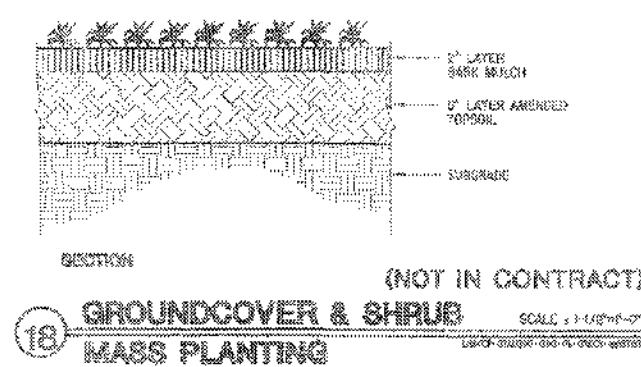
AREA OF PLANTING ON BASE OF CURB

RETAINING WALL TO USE S.C. MEASURE FROM GREEN SPACES

FOR USE WHERE PLANTS ARE SPACED REGULARLY FROM CURB SUCH AS IN WALL SPACES OR IN PARKED AND PARKING SPACES

PLANT LOCATIONS

PLAN VIEW



CONSTRUCTION DETAILS

DECLARED BY: NIA	BURN NATED COUNTY	SCALE: 1/8"
CHECKED BY: NIA	COPYRIGHT POINT PUNK	DATE: 02/15/75
DESIGNED BY: NIA	MAGIC MOUNTAIN PLAYGROUND	FILE NO. F-34410
DRIVEN BY: NIA		
MRS. R. CULLEN, DIRECTOR OF PUBLIC WORKS	NEW COUNTY CENTER, NEW FLOPP	
SAN MATEO COUNTY	REDWOOD CITY, CALIFORNIA 94061	
FOR REDWOOD PLAYING		LEG
ORIGINAL SCALE 1/8" = 1'-0"		1987 13 OF 13

Welcome to Meadow View Playground

This play area is designed for children 2 - 12 years old

No bicycles, scooters or skateboards

Adult supervision is recommended

CAUTION

Bare feet may cause injury. Wear proper footwear.

Playing on equipment when wet may cause injury.



WARNING

- Check all equipment and surfacing for HOT SURFACES before attempting to play.
- No bicycle helmet use on play equipment as it can cause head entrapment and strangulation.
- No clothing with drawstrings, hoods, scarves, necklaces, or accessories as these can cause strangulation.
- Installation over a hard surface such as concrete, asphalt, or packed earth, may result in serious injury or death from falls. Check for adequate surfacing before using equipment.

SLIDES

Slide sitting down, feet first, and one person at a time. No doubling up or lap sliding. No running or walking up slide chute.

SWINGS

Hold on with both hands.

Swing sitting down.

Stop swinging before getting off.

Never swing or twist empty seats.

Stand clear of moving swing to avoid contact and possible injury.

Do not climb swing posts.

CLIMBERS

Requires significant strength and coordination.

Maintain firm grip.

Be courteous of other climbers and allow space between users.

No pushing or shoving.

For emergencies: Call 911
Report equipment issues to park office:
(650) 589 - 5708



Bienvenidos al parque Meadow View

Esta área de juegos está diseñada para niños de 2 a 12 años.

No se permiten bicicletas, patinetas ni monopatines.

Se recomienda la supervisión de un adulto.

CUIDADO

Los pies descalzos pueden causar lesiones. Use calzado adecuado. Jugar con el equipo mojado puede causar lesiones.



ADVERTENCIA

- Revise todo el equipo y la superficie para detectar SUPERFICIES CALIENTES antes de intentar jugar.
- No se permite el uso de casco de bicicleta en los equipos de juego, ya que puede causar atrapamiento de la cabeza y estrangulación.
- No se permite ropa con cordones, capuchas, bufandas, collares ni accesorios, ya que pueden causar estrangulación.
- La instalación sobre una superficie dura, como hormigón, asfalto o tierra compactada, puede provocar lesiones graves o la muerte por caídas. Verifique que la superficie sea adecuada antes de usar el equipo.

TOBOGANES

Deslícese sentado, con los pies por delante, y una persona a la vez. No se permite subir en grupo ni deslizarse sobre las piernas. No se permite subir corriendo ni caminando por el tobogán.

COLUMPIAMIENTOS

Sujétese con ambas manos.

Colúmpiese sentado.

Deje de columpiarse antes de bajarse.

Nunca se balancee ni gire los asientos vacíos.

Manténgase alejado del columpio en movimiento para evitar contacto y posibles lesiones.

No se suba a los postes del columpio.

ESCALADORES

Requiere mucha fuerza y coordinación.

Mantenga un agarre firme.

Sea cortés con los demás escaladores y deje espacio entre ellos.

No se permiten empujones.

En caso de emergencia: Llame al 911
Reportar problemas con el equipo a
la oficina del parque: (650) 589-5708



Exhibit 2B

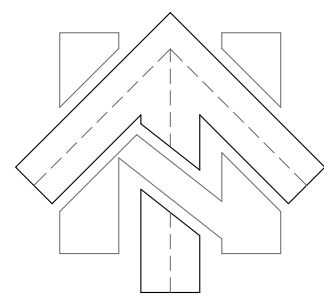
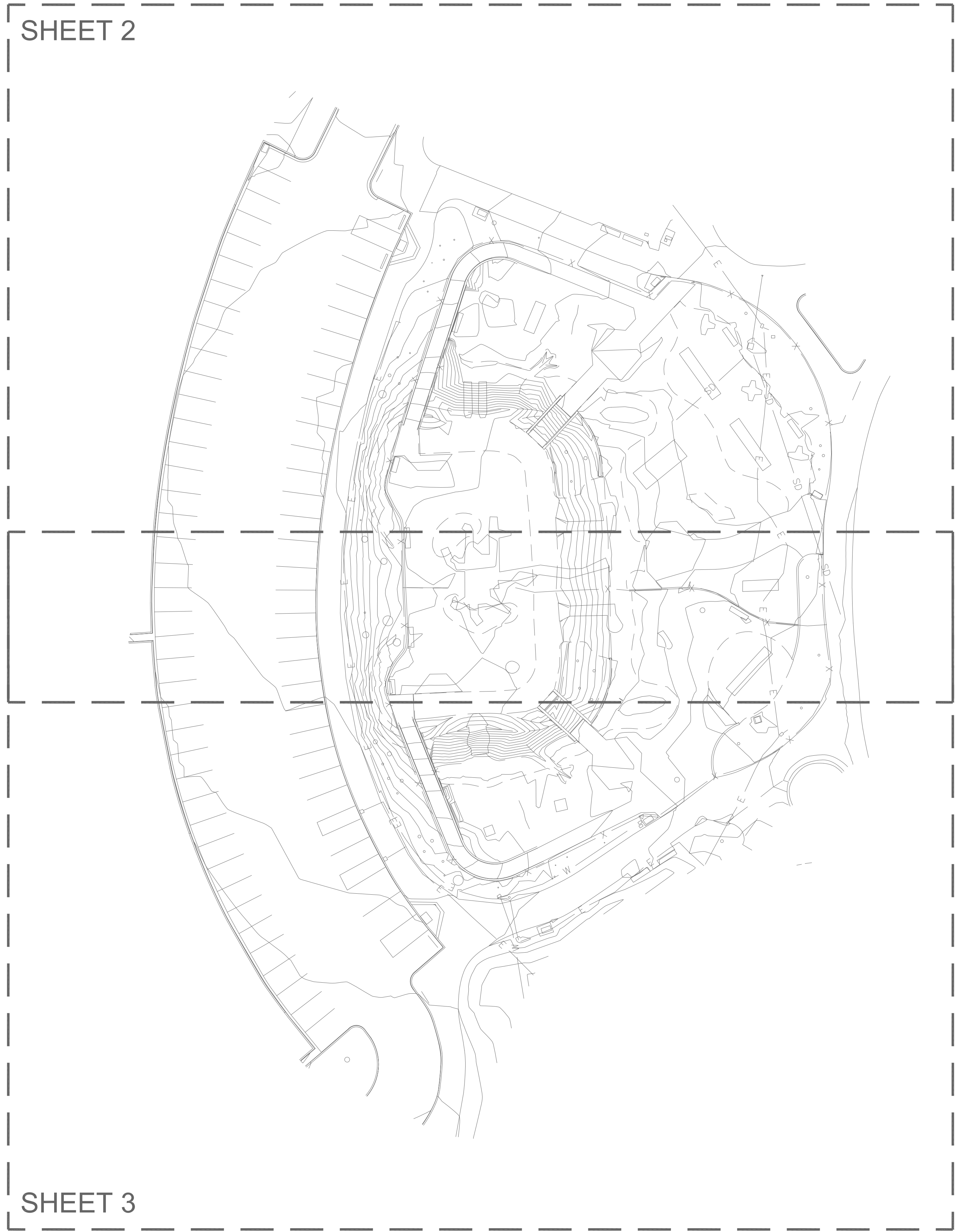
SHEET INDEX

BASIS OF COORDINATES AND ELEVATIONS:

THE COORDINATES SHOWN HEREON ARE IN TERMS OF NAD83(2011), EPOCH 2017.50, CCS83 ZONE 3, BASED LOCALLY UPON GNSS TIES TO THE CALIFORNIA SPATIAL REFERENCE SYSTEM.
ELEVATIONS ARE IN TERMS OF NAVD88.

SURVEYOR NOTES:

- 1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF OR UNLESS NOTED OTHERWISE
- 2. DATE OF FIELD SURVEY: OCTOBER 2025
- 3. CONTOUR INTERVAL = 0.5 FT



NOT TO SCALE

LEGEND:

AC	ASPHALT CONCRETE
AD □	AREA DRAINAGE
ART-SCULP	ART SCULPTURE
BOW	BOTTOM OF WALL
BOLL •	BOLLARD
B-RACK	BIKE RACK
CL	CENTER LINE
CLF	CHAIN LINK FENCE
C-PAD	CONCRETE PAD
D-FTN	DRINKING FOUNTAIN
DI	STORM DRAINAGE INLET
ELEC	ELECTRICAL
ELTR ⚡	ELECTROLIER
EP	EDGE OF PAVEMENT
EVC	ELECTRIC VEHICLE CHARGER
FL	FLOWLINE
FNC	FENCE
G	GROUND SPOT
GB	GRADEBREAK
H-RAIL	HANDRAIL
INV	INVERT
IRBX	IRRIGATION BOX
PVC	POLYVINYL CHLORIDE PIPE
LIP	LIP OF GUTTER
M-BAR	MONKEY BAR
MTL	METAL
PT-MRK	PAINT MARK
RCP	REINFORCED CONCRETE PIPE
ROWD	REDWOOD
RUB-MAT	RUBBER MAT
SD	STORM DRAINAGE
SW	SIDEWALK
SWL	SOLID WHITE LINE
TBC	TOP BACK OF CURB
TC	TOP OF CURB
T-CAN	TRASH CAN
TD	TRUNCATED DOME MAT
TOE	TOE OF SLOPE
TOP	TOP OF SLOPE
TOW	TOP OF WALL
WB	WATER BOX
WD	WOOD
WL	WATERLINE
WV ⚡	WATER VALVE
—E—	STORM DRAINAGE PAINT MARK LINE
—W—	ELECTRICAL PAINT MARK LINE
—X—	WATERLINE PAINT MARK LINE
	FENCE LINE

SURVEYOR'S STATEMENT

THIS FIELD SURVEY DATA WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


DANIEL W. BUSTAMANTE, PLS 7030

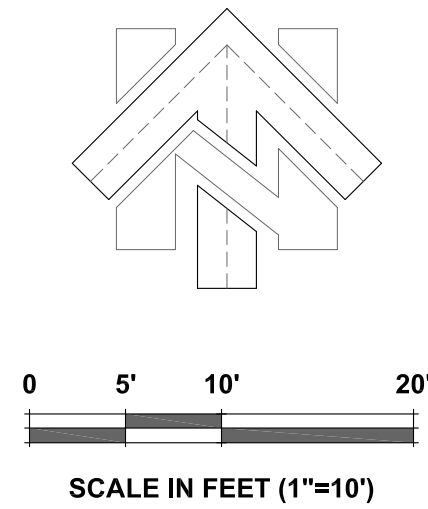


DATE10/17/2025

REDWOOD CITY, CA

TOPOGRAPHIC SURVEY
COYOTE POINT RECREATION AREA - MAGIC MOUNTAIN PLAYGROUND

SEE SHEET 3

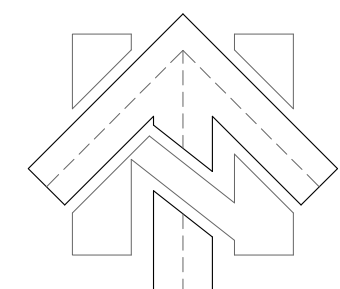


DATE10/17/2025

REDWOOD CITY, CA

TOPOGRAPHIC SURVEY

COYOTE POINT RECREATION AREA - MAGIC MOUNTAIN PLAYGROUND

[illegible]

0 5' 10' 20'

SCALE IN FEET (1"=10')

Exhibit 2C

Geotechnical Evaluation

Coyote Point Recreation Area

Playground Renovations

Magic Mountain & Eucalyptus Section

1701 Coyote Point Drive

San Mateo, California

Capital Program Management (CPM)

1851 Heritage Lane, Suite 210 | Sacramento, California 95815

November 14, 2025 | Project No. 404497011



Geotechnical | Environmental | Construction Inspection & Testing | Forensic Engineering & Expert Witness

Geophysics | Engineering Geology | Laboratory Testing | Industrial Hygiene | Occupational Safety | Air Quality | GIS

Ninyo & Moore

A SOCOTEC COMPANY

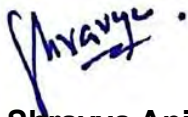
Geotechnical Evaluation
Coyote Point Recreation Area
Playground Renovations
Magic Mountain & Eucalyptus Section
1701 Coyote Point Drive
San Mateo, California

Todd Mortensen

Capital Program Management (CPM)

1851 Heritage Lane, Suite 210 | Sacramento, California 95815

November 14, 2025 | Project No. 404497011



Shravya Anipindi, EIT
Senior Staff Engineer



Marlene K. Watson, PE, GE
Principal Engineer



Curtis E. Hall, PG, CEG
Senior Project Geologist



SSA/CEH/MKW/rk

CONTENTS

1	INTRODUCTION	1
2	SCOPE OF SERVICES	1
3	SITE DESCRIPTION	1
3.1	Magic Mountain Playground	2
3.2	Eucalyptus Section Playground	2
4	PROJECT DESCRIPTION	2
5	FIELD EXPLORATION AND LABORATORY TESTING	2
5.1	Field Exploration	2
5.1.1	Geotechnical Borings	3
5.2	Laboratory Testing	3
6	GEOLOGIC AND SUBSURFACE CONDITIONS	3
6.1	Regional Geologic Setting	3
6.2	Site Geology	4
6.2.1	Magic Mountain Playground	4
6.2.2	Eucalyptus Section Playground	4
6.3	Stratigraphy	4
6.3.1	Magic Mountain Playground	5
6.3.1.1	Tanbark	5
6.3.1.2	Pavement Section	5
6.3.1.3	Artificial Fill/Bay Mud (Qf ₁)/Qm)	5
6.3.1.4	Alluvium (Qam)	5
6.3.2	Eucalyptus Section Playground	5
6.3.2.1	Alluvium (Qsr)	5
6.3.2.2	Bedrock – Franciscan Chert (fc)	5
6.4	Groundwater	6
7	GEOLOGIC HAZARDS AND CONSIDERATIONS	6
7.1	Seismic Hazards	6
7.1.1	Historical Seismicity	6
7.1.2	Faulting and Ground Surface Rupture	7
7.1.3	Strong Ground Motion	8
7.1.4	Liquefaction/Seismic Settlement Analysis	9
7.1.4.1	Liquefaction	9

7.1.4.2	Dynamic Settlement	10
7.1.4.3	Sand-Boil-Induced Ground Subsidence	11
7.1.4.4	Lateral Spreading	11
7.1.5	Tsunami and Seiche Inundation	11
7.2	Static Settlement	11
7.3	Corrosive/Deleterious Soil	12
7.4	Expansive Soil	13
8	FLOODING HAZARDS	13
8.1	Riverine	13
8.2	Dam Inundation	13
9	CONCLUSIONS	14
10	RECOMMENDATIONS	16
10.1	Seismic Design Considerations	16
10.2	Foundations	17
10.2.1	Drilled Piers	17
10.2.1.1	Axial Load Resistance	17
10.2.1.2	Lateral Load Resistance	18
10.2.1.3	Construction Considerations	18
10.2.2	Spread Footings	18
10.3	Earthwork	20
10.3.1	Pre-Construction Conference	20
10.3.2	Site Preparation	20
10.3.3	Remedial Grading for Expansive Soil	20
10.3.4	Observation and Removals	21
10.3.5	Material Recommendations	21
10.3.6	Subgrade Preparation	22
10.3.7	Fill Placement and Compaction	22
10.3.8	Utility Trenches	23
10.3.9	Temporary Excavations and Shoring	24
10.3.10	Construction Dewatering	26
10.4	Exterior Flatwork	26
10.5	Concrete	27
10.6	Surface Drainage and Site Maintenance	28
10.7	GEOTECHNICAL ENGINEER OF RECORD SERVICES	28
11	LIMITATIONS	29

TABLES

1 – Summary of Historical Seismicity	7
2 – Criteria for Deleterious Soil on Concrete	12
3 – 2025 California Building Code Seismic Design Criteria, Magic Mountain	16
4 – 2025 California Building Code Seismic Design Criteria, Eucalyptus Section	16
5 – Recommended Material Requirements	21
6 – Subgrade Preparation Recommendations	22
7 – Fill Placement and Compaction Recommendations	23
8 – OSHA Material Classifications and Allowable Slopes	25

FIGURES

1 – Site Location
2A – Exploration Locations – Magic Mountain Playground
2B – Exploration Locations – Eucalyptus Section Playground
3 – Regional Geology
4 – Fault Locations and Earthquake Epicenters
5 – Earthquake Zones of Required Investigation
6A – FEMA Flood Map – Magic Mountain Playground
6B – FEMA Flood Map – Eucalyptus Section Playground

APPENDICES

A – Boring Logs
B – Laboratory Testing
C – Corrosivity Testing (CERCO Analytical)

1 INTRODUCTION

In accordance with your request and authorization, Ninyo & Moore has performed a geotechnical evaluation for the proposed Coyote Point Recreation Area Playground Renovations project, located within the Coyote Point Recreation Area at 1701 Coyote Point Drive in San Mateo, California (Figure 1). The scope of our evaluation and assessment was conducted in accordance with our Proposal Number 08SJO02-03326, dated August 25, 2025, and Task Order #10, dated September 10, 2025, under our existing on-call contract with the County of San Mateo (Contract No. 39000-23-R079477K). The purpose of our study was to evaluate the potential impacts of local and regional geology on the project and geotechnical conditions at the subject site that require specific consideration in design and construction of the project. This report presents the findings and conclusions from our geotechnical evaluation, and our recommendations for the geotechnical aspects of design and construction of this project.

2 SCOPE OF SERVICES

In accordance with our scope of services, we performed the following tasks:

- Reviewed provided utility maps and readily available geologic and seismic literature pertinent to the project area, including geologic maps and reports, regional fault maps, and seismic hazard maps.
- Performed a site reconnaissance to observe the general site conditions, and to mark the locations for our subsurface exploration.
- Obtained a boring permit from the San Mateo County Health Environmental Health Services.
- Coordinated with Underground Service Alert (USA) to locate underground utilities in the vicinity of our subsurface exploration.
- Conducted a subsurface exploration consisting of four (4) solid-stem auger borings to depths of up to 21½ feet.
- Performed laboratory testing on selected samples to evaluate in-situ soil moisture content and density, Atterberg limits, unconfined compression, unconsolidated-undrained triaxial compression, and soil corrosivity.
- Compiled and performed engineering analysis of the field and laboratory data, and the findings from our background review.
- Prepared this geotechnical report presenting our findings and conclusions from our evaluation, and our geotechnical recommendations for proposed improvements.

3 SITE DESCRIPTION

The proposed playground renovations are for the Magic Mountain and Eucalyptus Section

Playgrounds, located within the Coyote Point Recreation Area (Coyote Point) in San Mateo, California. Coyote Point is bound by San Francisco Bay to the north, east and west, and by the Poplar Creek golf course and Highway 101 to the south (Figure 1). The Magic Mountain Playground is located in the southwest portion of Coyote Point, near the Peninsula Humane Society & SPCA compound. The Eucalyptus Section Playground is located in the southeast portion of Coyote Point near the Eucalyptus Group Picnic Areas. Coyote Point is located within the United States Geological Survey (USGS) San Mateo 7.5-minute quadrangle.

3.1 Magic Mountain Playground

The Magic Mountain Playground is relatively flat, with elevations ranging from about 8 feet above mean sea level (MSL) to about 13 feet MSL (Google Earth, 2025). This playground is located at approximately 37.5876°N latitude, 122.3287°W longitude.

3.2 Eucalyptus Section Playground

The Eucalyptus Section Playground is relatively flat with elevations ranging from about 20 to 22 feet MSL (Google Earth, 2025). This playground is located at approximately 37.5881°N latitude, 122.3190°W longitude.

4 PROJECT DESCRIPTION

Based on our correspondence, we understand that the renovations will focus on enhancing the recreational facilities by replacing the outdated playground equipment and resurfacing the playgrounds with resilient surfaces. The renovations do not include the surrounding concrete walkways, which will be preserved in their current state.

5 FIELD EXPLORATION AND LABORATORY TESTING

5.1 Field Exploration

Our field exploration included a site reconnaissance and subsurface exploration of the project site. The subsurface exploration, conducted on September 30, 2025, consisted of drilling, logging and sampling four geotechnical borings, two at each playground. Prior to commencing the subsurface exploration, we contacted Underground Service Alert (USA) to locate and mark existing utilities in the vicinity of our exploration locations. The approximate locations of our subsurface explorations are presented on Figures 2A (Magic Mountain) and 2B (Eucalyptus Section).

5.1.1 Geotechnical Borings

Ninyo & Moore retained California Geotech Services, LLC of Livermore, California to drill four geotechnical borings with a Mobile B-24 truck-mounted drill rig, equipped with 4-inch-diameter solid-stem augers. The exploratory borings were advanced to depths up to 21½ feet below the ground surface (bgs). Bulk samples for the upper 5 feet of the subsurface were obtained from the auger cuttings. Disturbed and relatively undisturbed soil samples were collected at selected depths from within the boreholes. A brief explanation of the field procedures for collecting the samples is included in Appendix A.

A representative from Ninyo & Moore logged the samples in the field in accordance with the Unified Soil Classification System (USCS), using the visual-manual procedures in the American Society for Testing and Materials (ASTM) Standard D2488, before transporting them to our geotechnical laboratory for testing. These field logs were then used to develop the boring logs included with this report (Appendix A). The blow count values on the boring logs have not been corrected for the effects of overburden pressure, sampler size or hammer efficiency.

The borings were backfilled with neat cement grout at the completion of drilling and sampling, and locations with asphalt were cold patched. Excess soil cuttings generated during drilling were off-hauled from the project site.

5.2 Laboratory Testing

Geotechnical laboratory testing of soil samples recovered from the borings included in-place moisture content and density, Atterberg Limits, unconfined compression, unconsolidated-undrained triaxial compression, and soil corrosivity. The results of the in-place moisture content and dry density tests are shown at the corresponding sample depths on the boring logs in Appendix A. The results of the remaining laboratory tests performed are presented in Appendix B.

Additionally, two samples of the near-surface soil were sent to CERCO Analytical (CERCO) in Concord, California for corrosivity analysis. The results of this testing, including brief evaluations, are presented in Appendix C.

6 GEOLOGIC AND SUBSURFACE CONDITIONS

6.1 Regional Geologic Setting

Coyote Point is located on the eastern shore of San Francisco Bay in the Coast Ranges geomorphic province of California. The Coast Ranges have experienced a complex geological history that has

resulted in a series of northwest-trending mountain ranges and valleys. The present physiography and geology of the Coast Ranges are a result of deposition and deformation along the boundary between the North American plate and the Pacific plate, a tectonic setting experiencing both translational and compressional stresses. Movement along this boundary is largely concentrated along well-known fault zones, including the San Andreas, Calaveras, and Hayward faults, as well as associated lesser-order faults.

The Coast Ranges consist of northern and southern ranges separated by the topographic low containing the San Francisco Bay. Bedrock in the Coast Ranges typically consists of Jurassic to Pleistocene age igneous, metamorphic, and sedimentary rock of the Franciscan complex, Salinian block, or Great Valley sequence.

6.2 Site Geology

The mapped geology at each playground location is discussed below. A map of the regional geology is presented in Figure 3.

6.2.1 Magic Mountain Playground

Regional mapping by Pampeyan (1994) indicates that Magic Mountain Playground is underlain by artificial fill (**Qf₁**), consisting of poorly consolidated to well-consolidated gravel, sand, silt, and rock fragments in various combinations overlying bay mud (**Qm**). Bay mud comprises very poorly consolidated to well-consolidated blue-gray to black silty clay and is interspersed with layers of sand, gravel, peat, and shell fragments. Mapping by McDonald, et al. (1978) indicates that the bay mud deposits underlying the playground are about 10-feet-thick.

6.2.2 Eucalyptus Section Playground

Pampeyan (1994) maps the area underlying the Eucalyptus Section Playground as slope wash, ravine fill, and colluvium (**Qsr**) with outcrops of Franciscan Complex chert (**fc**) nearby. The **Qsr** consists of unconsolidated to moderately consolidated deposits of sand, silt, clay and rock fragments accumulated by the slow, downslope movement of weathered rock debris and soil during the Holocene. The Franciscan chert is a massive to thinly bedded, hard, brittle radiolarian chert and commonly has thin interlayers of reddish-brown shale.

6.3 Stratigraphy

The following sections provide a generalized description of the geologic units encountered during our subsurface exploration at the project site. More detailed descriptions are presented on the boring logs in Appendix A.

6.3.1 Magic Mountain Playground

6.3.1.1 Tanbark

Tanbark was encountered from the surface of Boring B-1 to approximately 2½ feet bgs. Geofabric was encountered at the base of this material.

6.3.1.2 Pavement Section

Boring B-2 was performed on a paved surface. The pavement section consisted of 3 inches of asphalt concrete overlying 5 inches of aggregate base.

6.3.1.3 Artificial Fill/Bay Mud (Qf_1)/ Qm)

We encountered bay mud from beneath the tanbark/pavement section to a depth of about 12 feet bgs. Based on the elevation at which the material was first encountered (about 7 feet MSL), we interpreted at least the upper portion of the material to have been placed as fill. The material generally consisted of soft to stiff gray to black fat clay, with a thin layer of brown, stiff sandy fat clay at the top of the layer in Boring B-2. The nature of the material did not allow us to determine the depth of the fill/native contact.

6.3.1.4 Alluvium (Qam)

Below the bay mud, we encountered medium dense clayey sand and gravel, which we interpreted as the medium-grained alluvium described by Pampeyan (1994). This material continued to the maximum depths explored.

6.3.2 Eucalyptus Section Playground

6.3.2.1 Alluvium (Qsr)

In borings B-3 and B-4, we encountered hard, lean clay with variable amounts of gravel from the surface to about 4 feet bgs. We interpreted this material to be the slope wash/ravine fill described by Pampeyan (1994).

6.3.2.2 Bedrock – Franciscan Chert (fc)

Below the alluvium, we encountered bedrock to the maximum depths explored. In general, the bedrock consisted of variably weathered chert and shale.

6.4 Groundwater

Groundwater was encountered during drilling at Magic Mountain Playground where depth to groundwater was measured during drilling at 12 and 10 feet bgs in Borings B-1 and B-2, respectively. Shortly after drilling, groundwater was measured at 7 and 11 feet bgs, respectively. Groundwater was not encountered during drilling at Eucalyptus Section Playground. According to the Seismic Hazard Zone Report for San Mateo County (CGS, 2018), the historic high groundwater at the playgrounds is less than 10 feet bgs.

Groundwater may rise to a level higher than observed due to the relatively low seepage rate in clay and limited time for observation. Fluctuations in groundwater levels will occur due to variations in precipitation, ground surface topography, subsurface stratification, irrigation, groundwater pumping, and other factors that may not have been evident at the time of our field evaluation.

7 GEOLOGIC HAZARDS AND CONSIDERATIONS

The geohazards assessment portion of this evaluation considered geologic conditions within the area that could be a potential danger to life or property. Potential concerns evaluated included seismic hazards, static settlement, corrosivity of near-surface soils, and expansive soils. These issues are discussed in the following subsections.

7.1 Seismic Hazards

The site is located within the San Francisco Bay Area; a region considered seismically active due to the presence of multiple Holocene-active faults. Numerous small earthquakes occur every year in the region, and large (greater than Moment Magnitude 7) earthquakes have occurred in the past, and can be expected to occur in the future. In the following sections, we discuss the historical seismicity of the region and the effect on the site, the potentials for fault rupture and strong ground motion, liquefaction and strain softening, dynamic settlement, lateral spread, and tsunami/seiche inundation.

7.1.1 Historical Seismicity

Figure 4 presents the location of the site relative to the epicenters of historic earthquakes with magnitudes of 5.5 or more from 1800 to 2000. Table 1, below, summarizes historical seismic events in the region based on a search of the USGS Earthquake Catalog for events between 1800 and today, with a magnitude of 6.5 or more, and located within a 100-kilometer (62-mile) radius of Coyote Point.

Table 1 – Summary of Historical Seismicity^[1]

Event ID	Date	Magnitude	Approximate Distance from Site	
			Km	Miles
The 1989 Loma Prieta Earthquake	10-18-1989	6.9	72.9	45.3
The 1906 San Francisco Earthquake	04-18-1906	7.9	26.9	16.7
Near Vacaville, California	04-19-1892	6.6	94.4	58.7
The 1868 Hayward Fault Earthquake	10-21-1868	6.8	23.0	14.3
South of San Jose, California	10-08-1865	6.5	57.1	35.5
The 1838 San Andreas Fault Earthquake	06-25-1838	7.4	35.6	22.1

Note:

¹ United States Geological Survey (USGS), Earthquake Hazards Program, <https://earthquake.usgs.gov/earthquakes/search/>

Records compiled by Schmitt et al. (2017) indicate that ground effects related to historical seismic activity (e.g. liquefaction, sand boils, lateral spreading, ground cracking, landsliding) have not been reported for the site or its vicinity.

7.1.2 Faulting and Ground Surface Rupture

The San Francisco Bay Area is considered seismically active due to the presence of multiple faults in the region. In addition to showing the locations of significant historical earthquake epicenters mapped within the San Francisco Bay Region, Figure 4 shows the approximate locations of active and potentially active faults.

In response to hazards associated with ground rupture, or surface displacement, the State of California enacted the Alquist-Priolo (A-P) Earthquake Fault Zoning Act (A-P Act) in 1972. The purpose of the A-P Act is to regulate development of structures for human occupancy in areas within Holocene-active fault zones in order to reduce the hazards associated with ground rupture. The A-P Act requires that the State Geologist delineate zones of required investigation along Holocene-active faults to evaluate these risks. As defined by the California Geological Survey (CGS, 2018), Holocene-active faults are faults that have caused surface displacement within the last approximately 11,700 years. Based on our review of the referenced geologic and fault hazard data, the project site is not located within an established Earthquake Fault Zone (Figure 5), nor is it transected by a known active fault. The nearest mapped active fault with the potential for surface rupture is the San Andreas fault zone, approximately 4½ miles west of the site. Therefore, the potential for ground surface rupture because of faulting at the site is considered low.

7.1.3 Strong Ground Motion

There are several active faults in the San Francisco Bay Area that are capable of producing strong ground shaking, including the San Andreas, Hayward, and Calaveras. The Working Group on California Earthquake Probabilities (WGCEP) periodically assesses the probabilities of earthquakes for numerous faults in California and provides probability estimates (Field et al., 2015). According to the 2015 assessment, there is a 72 percent probability that at least one magnitude 6.7 or greater earthquake will occur in the Bay Area between 2014 and 2043. Probabilities of a magnitude 6.7 or greater earthquake occurring on the Hayward-Rogers Creek, Calaveras, San Andreas, and Concord-Green Valley fault systems during this period are 33%, 26%, 22%, and 16% respectively (Aagaard et al., 2016).

Considering the proximity of the site to active faults capable of producing a maximum moment magnitude of 6.0 or more, the project area has a high potential for experiencing strong ground motion. The California Geological Survey (CGS) Map Sheet 48 depicts the expected ground shaking intensity from future earthquakes across the state. The shaking intensity is represented using the Modified Mercalli Intensity (MMI) scale. The project site lies within an area mapped as having an MMI of VIII (8 – Severe Shaking) based on PGA and disaggregated Magnitude (**M**) and distance (*R*) with a 10% probability of exceedance in 50 years. Locations experiencing severe shaking can expect slight damage in specially designed structures, considerable damage with partial collapse in ordinary buildings, great damage in poorly built structures, heavy furniture to overturn, and the collapse of chimneys, factory stacks, walls, columns, etc. A 10% in 50 years probability was chosen as it most closely aligns with current building standards in the California Building Code (CBC).

The risk-targeted maximum considered earthquake (MCE_R) ground motion response accelerations may be used to evaluate seismic loads for design of buildings and other structures. Based on our review of CGS's shear wave velocity map, the average shear wave velocity in the upper 30 meters (i.e., 100 feet) of the subsurface profile (V_{S30}) is estimated to be approximately 225 meters per second (i.e., 740 feet per second) at Magic Mountain Playground, and 733 meters per second (i.e., 2,406 feet per second) at Eucalyptus Section Playground (CGS, 2025). In accordance with Chapter 20 of the American Society of Civil Engineers (ASCE) Publication 7-22 (2022) for the Minimum Design Loads and Associated Criteria for Building and Other Structures, Magic Mountain Playground is classified as Site Class D – Medium dense sand or stiff clay, and Eucalyptus Section Playground is classified as Site Class BC – Soft rock.

In accordance with ASCE 7-22, the multi-period MCE_R ground motion response accelerations were determined using the United States Geological Survey (USGS) Seismic Design

Geodatabase accessed through the ASCE Hazard Tool (web-based). The multi-period MCE_R ground motion response accelerations are based on the spectral response accelerations in the direction of maximum horizontal response represented by a 5% damped acceleration response spectrum that is expected to achieve a 1% probability of collapse within a 50-year period with deterministic limits. The spectral response acceleration parameters, consistent with ASCE 7-22, are provided in Section 11.3 for the evaluation of seismic loads on buildings and other structures.

ASCE 7-22 specifies that the potential for liquefaction and soil strength loss be evaluated, where applicable, for the maximum considered earthquake geometric mean (MCE_G) peak ground acceleration adjusted for site effects (PGA_M). The PGA_M is based on the geometric mean peak ground acceleration with a 2 percent probability of exceedance in 50 years. The PGA_M for Magic Mountain Playground was calculated as 0.74g using the ASCE 7 Hazard Tool (2025).

7.1.4 Liquefaction/Seismic Settlement Analysis

The strong vibratory motions generated by earthquakes can trigger a rapid loss of shear strength in saturated, loose, granular soils of low plasticity (liquefaction) or in wet, sensitive, cohesive soils (strain softening). Liquefaction and strain softening can result in a loss of foundation bearing capacity or lateral spreading of sloping or unconfined ground. Liquefaction can also generate sand boils leading to subsidence at the ground surface. The potential for liquefaction to occur is considered greatest where Holocene alluvial deposits along with shallow groundwater are present within the upper 50 feet of the ground surface.

As previously mentioned, groundwater was encountered at depths ranging from about 7 to 12 feet bgs during our subsurface exploration at the Magic Mountain Playground site. Groundwater was not observed in borings at the Eucalyptus Section Playground. Historic high groundwater levels in the area are reported to be less than 10 feet bgs (CGS, 2018a).

7.1.4.1 Liquefaction

Magic Mountain Playground is located within a liquefaction hazard zone as established by the CGS (2018b). Moreover, regional studies of liquefaction susceptibility by the U.S. Geological Survey (Knudsen et al, 2000; and Witter et al., 2006) indicate that the site has a very high susceptibility to liquefaction during a moderate to large magnitude earthquake on a nearby fault. The exploratory borings encountered groundwater at depths of about 7 to 12 feet bgs, and the recorded blow counts suggest medium dense clayey gravel encountered below groundwater to the maximum depth explored of about 21½ feet bgs. The solid stem auger drilling method used to advance the borings may have caused minor disturbance to the subsurface soils and could

result in localized loosening or densification of granular layers. Soils encountered within the depth of exploration were logged as lean clay (CL) and medium dense clayey gravel. Clay is not susceptible to liquefaction; however, the medium dense clayey gravel below the groundwater level could be prone to liquefaction. We judge that the overall risk for liquefaction is moderate.

Eucalyptus Section Playground is not located within a liquefaction hazard zone as established by the CGS (2018b). Moreover, regional studies of liquefaction susceptibility by the U.S. Geological Survey (Knudsen et al, 2000; and Witter et al., 2006) indicate that the site has a very low susceptibility to liquefaction during a moderate to large magnitude earthquake on a nearby fault. The exploratory borings did not encounter groundwater within the depth explored. Considering that bedrock was encountered at shallow depth, we judge that the risk of liquefaction and associated surface disruptions is negligible for the Eucalyptus Section Playground.

7.1.4.2 Dynamic Settlement

The strong vibratory motion associated with earthquakes can also dynamically compact loose granular soil, which leads to surficial settlements. Dynamic settlement may occur in both dry and saturated sand as well as silt. Cohesive soil is not typically susceptible to dynamic settlement.

As mentioned previously, we encountered saturated, medium dense clayey gravel with sand in borings B-1 and B-2 at the Magic Mountain Playground. We performed an analysis to estimate dynamic settlement due to seismic shaking using SPT penetration resistance data collected from our 21½-foot borings, and the procedures by Pradel (1998) for dry sand. The analysis considered a seismic event producing a PGA_M of 0.74g resulting from a Magnitude 7.83 earthquake from San Andreas Fault. The results of the analysis indicate that the estimated dynamic saturated settlement at this site following the considered seismic event is approximately 1½-inch within the depth explored. Note that potentially liquefiable soils may be present below the depth of the borings. We judge that seismic settlement could be up to several inches with differential dynamic settlement on the order of 1 to 2 inches. The risks associated with seismic settlement can be reduced, but not eliminated, by supporting improvements on drilled pier foundations extending to depths on the order of 20 feet or more. Post-earthquake repairs may be required.

7.1.4.3 Sand-Boil-Induced Ground Subsidence

Sand boils can occur when excess pore water pressures during liquefaction cause sand to be ejected to the ground surface, resulting in localized ground subsidence in addition to settlement from reconsolidation. Based on our analysis and subsurface data, the potentially liquefiable layers are overlain by relatively thick deposits of cohesive, low-permeability soils consisting of fat clay. These materials are expected to inhibit the upward migration of water and sand to the ground surface. Accordingly, the potential for sand boils and associated ground subsidence at the Magic Mountain site is considered to be low.

7.1.4.4 Lateral Spreading

In addition to vertical displacements, seismic ground shaking can induce horizontal displacements as surficial soil deposits spread laterally by floating atop liquefied subsurface layers. Lateral spread can occur on sloping ground or on flat ground adjacent to an exposed face. The Magic Mountain Playground is located relatively close to the Bay margin, and potentially liquefiable soils were encountered within the depth of exploration. Therefore, we judge that the risk of lateral spreading is moderate. Damage resulting from liquefaction and associated lateral spreading may require post-earthquake repairs. At the Eucalyptus Section Playground site, liquefaction potential is considered negligible; therefore, lateral spreading is not a design consideration.

7.1.5 Tsunami and Seiche Inundation

Tsunamis are long wavelength seismic sea waves (long compared to ocean depth) generated by the sudden movements of the ocean floor during submarine earthquakes, landslides, or volcanic activity. The Tsunami Hazard Area Map for San Mateo County (State of California, 2021) maps Magic Mountain Playground within a tsunami hazard area, and Eucalyptus Section Playground outside a tsunami hazard area.

Seiches are waves generated in a large enclosed body of water. Based on the elevations and locations of the playgrounds and considering the San Francisco Bay a large enclosed body of water, the potential for damage due to tsunamis or seiches is a design consideration for Magic Mountain Playground.

7.2 Static Settlement

We anticipate that the proposed improvements will be relatively light and that significant changes to the site grade are not proposed. We anticipate, therefore, that the total static settlement of drilled

pier or spread footings foundations due to sustained loads will be less than 1 inch, provided the recommendations presented in this report are followed.

7.3 Corrosive/Deleterious Soil

As previously mentioned, a sample of the near-surface soil from each playground was sent to CERCO to evaluate the corrosivity of the sample on the basis of tests to quantify pH, electrical resistivity, chloride content, and soluble sulfate content. The results of the testing and the full corrosivity evaluation are presented in Appendix C.

The California Department of Transportation (Caltrans) defines a corrosive environment for structures as an area where the soil has a chloride concentration of 500 parts per million (ppm) or greater, a soluble sulfate concentration of 0.15% (1,500 ppm) or greater, or a pH of 5.5 or less (Caltrans, 2021). The criteria used to evaluate the deleterious nature of soil on concrete are listed in Table 2.

Table 2 – Criteria for Deleterious Soil on Concrete		
Sulfate Content Percent by Weight	Sulfate Exposure	Exposure Class
0.0 to 0.1	Negligible	S0
0.1 to 0.2	Moderate	S1
0.2 to 2.0	Severe	S2
> 2.0	Very Severe	S3
Reference: American Concrete Institute (ACI) Committee 318 Table 19.3.1.1 (ACI, 2014)		

Based on the results of CERCO’s testing and the above criteria, the near-surface soil from Magic Mountain Playground that was tested does not meet the definition of a corrosive environment for structures, and has an exposure classification for sulfate S0 (negligible). The near-surface soil from Eucalyptus Section Playground meets the definition of a corrosive environment for structures based on the pH (4.45), and has an exposure class of S0 (negligible).

As noted in Appendix C, the resistivity test results indicate that the site soil is “moderately corrosive” to ferrous metals at Magic Mountain Playground, and “corrosive” to ferrous metals at Eucalyptus Section Playground. Buried iron, steel, cast iron, ductile iron, galvanized steel and dielectric coated steel or iron should be appropriately protected against corrosion depending on the importance or expected service life of the element. A corrosion engineer should be consulted to provide recommendations to mitigate corrosion. The full evaluation, including test results, prepared by CERCO is provided in Appendix C.

7.4 Expansive Soil

Some clay minerals undergo volume changes upon wetting or drying. Unsaturated soil containing those minerals will shrink/swell with the removal/addition of water. The heaving pressures associated with this volume change can damage structures and flatwork. Laboratory testing was performed on two samples of the near-surface soils to evaluate the Atterberg Limits of the soil. The tests were performed in accordance with the American Society of Testing and Materials (ASTM) Standard D4318 (Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils). The results of our laboratory tests indicate that the near surface sample tested had plasticity indices (PI) of 27 and 31 which is consistent with a high degree of plasticity and expansion potential. The results of the Atterberg limits tests are presented in Appendix B. We judge that the expansive potential of the near surface material is a design consideration for the planned playground renovations.

To reduce the potential for differential movement and distress to the proposed improvements due to shrink/swell behavior, foundations should be designed for expansive soils. We anticipate that suitable foundation embedment depths and subgrade preparation can be used to mitigate the expansive soil conditions. We have provided recommendations for foundation embedment depths and subgrade preparation in Section 10.2 to reduce the potential for differential movement and distress due to shrink/swell behavior of the near surface soil.

8 FLOODING HAZARDS

As part of our evaluation, we considered hazards associated with flooding (including those from dam failures) that could be a potential danger to life or property at the site. We discuss these hazards below.

8.1 Riverine

Based on the flood insurance rate map (FIRM) prepared by the Federal Emergency Management Agency (FEMA, 2019), Magic Mountain Playground lies in an area with reduced flood risk due to levee, labeled Zone X (shaded), and Eucalyptus Section Playground is in an area of minimal flood hazard, labeled Zone X (unshaded). Areas designated as Zone X (shaded) are determined to be protected from the base flood by levees, while areas designate Zone X (unshaded) are determined to be outside the 0.2 percent annual chance flood plain (500-year flood zone). A copy of the firm at each location is presented as Figures 6A and 6B.

8.2 Dam Inundation

Properties located downstream of dams can be inundated with flood waters if the dams were to fail. Dam owners are required to prepare inundation maps showing the limits of flooding caused by dam

failure. According to the California Division of Safety of Dams (DSOD) web-based Dam Breach Inundation Maps, both playgrounds are within 1,000 feet of downstream hazard areas for breaches at Lower Crystal Springs (No. 10-6) and San Andreas (No 10-10) dams. As such, inundation due to dam failure is a design consideration for this project.

9 CONCLUSIONS

Based on our geohazards assessment, the primary consideration is the potential for strong ground shaking associated with a major seismic event on one of several active faults in the region. This can be addressed through adherence to Building Code design requirements. Based on the results of our geotechnical evaluation, it is our opinion that the proposed improvements are feasible from a geotechnical standpoint provided the recommendations presented in this report are incorporated into the design and construction of the subject project. The conclusions from our evaluation are as follows:

- Magic Mountain Playground (Borings B-1 and B-2): The subsurface conditions generally consisted of near-surface tanbark/pavement and artificial fill /Bay Mud to a depth of about 12 feet bgs. Below this, medium dense clayey sand with gravel (alluvium) was encountered to the maximum explored depth of approximately 21½ feet bgs.
- Eucalyptus Section Playground (Borings B-3 and B-4): The subsurface conditions generally consisted of near-surface alluvium/slope-wash deposits of hard lean clay with variable gravel to a depth of about 4 feet bgs, underlain by Franciscan Complex bedrock (weathered chert and shale) to the depths explored.
- Groundwater was encountered during drilling at Magic Mountain Playground, but not at Eucalyptus Section Playground. Depth to groundwater was measured during drilling at 12 and 10 feet bgs in Borings B 1 and B 2, respectively; shortly after drilling, groundwater was measured at 7 and 11 feet bgs, respectively. Historical mapping indicates that groundwater could be less than 10 feet below the ground surface. Variation and fluctuation in groundwater levels should be anticipated as discussed in Section 6.4.
- Active faults are not mapped within the site; therefore, we do not consider ground surface rupture due to faulting a potential hazard for this project.
- The site could experience a relatively large degree of ground shaking during a significant earthquake on a nearby fault. Seismic design criteria are presented in Section 10.1.
- Based on the subsurface material encountered during our subsurface study, it is our opinion that the medium dense clayey gravel below the groundwater level at Magic Mountain Playground could be prone to liquefaction, and we judge that the overall risk for liquefaction is moderate. Considering that bedrock was encountered at shallow depth, we judge that the risk of liquefaction and associated seismic settlement or surface disruptions is negligible for the Eucalyptus Section Playground.
- The results of our dynamic settlement analysis on our 21½-foot borings for the Magic Mountain playground site indicate that the dynamic saturated settlement following the considered seismic event is approximately 1½-inch within the depth explored. Note that potentially liquefiable soils

may be present below the depth of the borings. We judge that seismic settlement could be up to several inches with differential dynamic settlement on the order of 1 to 2 inches.

- The potentially liquefiable layers at the Magic Mountain Playground are overlain by relatively thick deposits of cohesive, low-permeability soils consisting of fat clay. These materials are expected to inhibit the upward migration of water and sand to the ground surface. Accordingly, the potential for sand boils and associated ground subsidence at the Magic Mountain site is considered to be low.
- The Magic Mountain Playground is located relatively close to the Bay margin, and potentially liquefiable soils were encountered within the depth of exploration. Therefore, we judge that the risk of lateral spreading is moderate. Damage resulting from liquefaction and associated lateral spreading may require post-earthquake repairs. At the Eucalyptus Section Playground site, liquefaction potential is considered negligible; therefore, lateral spreading is not a design consideration.
- The Tsunami Hazard Area Map for San Mateo County (State of California, 2021) maps Magic Mountain Playground within a tsunami hazard area, and Eucalyptus Section Playground outside a tsunami hazard area.
- We anticipate that the proposed improvements will be relatively light and that significant changes to the site grade are not proposed. We anticipate, therefore, that the total static settlement of drilled pier or spread footings foundations due to sustained loads will be less than 1 inch provided the recommendations presented in this report are followed.
- Laboratory testing performed on samples belonging to the two playgrounds of the near surface soil suggests the near-surface soil from Magic Mountain Playground does not meet the definition of a corrosive environment for structures, and has an exposure classification for sulfate S0 (negligible). The near-surface soil from Eucalyptus Section Playground meets the definition of a corrosive environment for structures based on the pH (4.45), and has an exposure class of S0 (negligible). However, based on electrical resistivity, the site soil tested is considered to be “moderately corrosive” to ferrous metals at Magic Mountain Playground, and “corrosive” to ferrous metals at Eucalyptus Section Playground, as noted in Appendix C. A corrosion engineer should be consulted to provide specific guidance on protective measures to mitigate corrosion.
- The near-surface soils at the site are considered highly expansive based on laboratory testing. To mitigate the potential for differential movement and shrink/swell-related distress, we recommend appropriate foundation embedment depths and subgrade preparation, as outlined in Section 10.3.3.
- Magic Mountain Playground lies in an area with reduced flood risk due to levee, labeled Zone X (shaded), and Eucalyptus Section Playground is in an area of minimal flood hazard, labeled Zone X (unshaded). Areas designated as Zone X (shaded) are determined to be protected from the base flood by levees, while areas designate Zone X (unshaded) are determined to be outside the 0.2 percent annual chance flood plain (500-year flood zone). According to the California Division of Safety of Dams (DSOD) web-based Dam Breach Inundation Maps, both playgrounds are within 1,000 feet of downstream hazard areas for breaches at Lower Crystal Springs (No. 10-6) and San Andreas (No. 10-10) dams. As such, inundation due to dam failure should be a design consideration for this project.

10 RECOMMENDATIONS

The following sections present our geotechnical recommendations for the design and construction of the proposed improvements. The project improvements should be designed and constructed in accordance with these recommendations, applicable codes, and appropriate construction practices.

10.1 Seismic Design Considerations

Design of the proposed new buildings should be performed in accordance with the requirements of governing jurisdictions and applicable building codes. Table 3 and Table 4 present the spectral response acceleration parameters for Magic Mountain and Eucalyptus Section Playgrounds, respectively, in accordance with ASCE 7-22 and the CBC (2025) guidelines.

Table 3 – 2025 California Building Code Seismic Design Criteria, Magic Mountain

Site Coefficients and Spectral Response Acceleration Parameters Evaluated for 37.5876°N Latitude, 122.3287°W Longitude	Values
Site Class	D
Risk Category	II
Seismic Design Category	E
MCE _R Spectral Response Acceleration at 0.2-Second Period, S_s	2.09g
MCE _R Spectral Response Acceleration at 1.0-Second Period, S_1	0.80g
MCE _R Spectral Response Acceleration at Short Periods Adjusted for Site Class, S_{MS}	2.14g
MCE _R Spectral Response Acceleration at 1.0-second Period Adjusted for Site Class, S_{M1}	2.29g
Design Spectral Response Acceleration at Short Periods, S_{DS}	1.42g
Design Spectral Response Acceleration at 1.0-second Period, S_{D1}	1.53g
Maximum Considered Earthquake Geometric Mean (MCE _G) Peak Ground Acceleration, PGA_M	0.74g

Table 4 – 2025 California Building Code Seismic Design Criteria, Eucalyptus Section

Site Coefficients and Spectral Response Acceleration Parameters Evaluated for 37.5881°N Latitude, 122.3190°W Longitude	Values
Site Class	BC
Risk Category	II
Seismic Design Category	E
MCE _R Spectral Response Acceleration at 0.2-Second Period, S_s	2.00g
MCE _R Spectral Response Acceleration at 1.0-Second Period, S_1	0.77g
MCE _R Spectral Response Acceleration at Short Periods Adjusted for Site Class, S_{MS}	1.80g
MCE _R Spectral Response Acceleration at 1.0-second Period Adjusted for Site Class, S_{M1}	0.77g
Design Spectral Response Acceleration at Short Periods, S_{DS}	1.20g

Table 4 – 2025 California Building Code Seismic Design Criteria, Eucalyptus Section

Site Coefficients and Spectral Response Acceleration Parameters Evaluated for 37.5881°N Latitude, 122.3190°W Longitude	Values
Design Spectral Response Acceleration at 1.0-second Period, S_{D1}	0.51g
Maximum Considered Earthquake Geometric Mean (MCE_G) Peak Ground Acceleration, PGA_M	0.69g

10.2 Foundations

Foundations should be designed in accordance with structural considerations and our geotechnical recommendations. In addition, requirements of the governing jurisdictions and applicable building codes should be considered in the design of the structures. The foundation design parameters provided in the following sections are not intended to preclude differential movement of foundations.

10.2.1 Drilled Piers

The columns for the playground renovation structures may be supported on drilled pier foundations. Drilled piers should have embedment depths of 6 feet or more and a minimum diameter of 18-inches.

10.2.1.1 Axial Load Resistance

For this project, axial drilled pier design parameters vary between the Magic Mountain Playground and Eucalyptus Section Playground due to differing subsurface conditions. At the Magic Mountain Playground site, drilled piers should extend below the Bay Mud and artificial fill (approximately below 12 feet bgs) and derive axial resistance through skin friction within the underlying clayey gravel alluvium. Allowable skin friction values of 450 psf for downward loading and 300 psf for uplift may be used within the alluvium. The estimated total static settlement for drilled piers at this site is approximately 1 inch, with differential settlement on the order of ½ inch over a distance of 30 feet. At the Magic Mountain Playground, we judge that seismic settlement could be up to several inches with differential dynamic settlement on the order of 1 to 2 inches.

At the Eucalyptus Section Playground site, drilled piers should be designed to develop axial resistance through skin friction within the alluvium and underlying Franciscan Complex bedrock. Allowable skin friction values of 650 psf for downward loading and 430 psf for uplift should be used for design. Total static settlement is estimated to be ½ inch or less, with differential settlement on the order of ¼ inch over a distance of 30 feet. Seismic settlement is considered to be negligible.

The allowable skin friction includes a factor of safety of 2 for downward loading and 3 for upward loading. The allowable side friction may be increased by one-third when considering short-duration loads such as wind or seismic loads. Side friction should be neglected to a depth of 12 inches where the ground adjacent to the foundation is not covered by a slab or pavement. The weight of the pier can be included for evaluation of resistance to upward loading. The spacing between adjacent piers should be equivalent to at least three pier diameters, or more, to mitigate group effects for vertical loading.

10.2.1.2 Lateral Load Resistance

Lateral resistance recommendations also vary depending on the site conditions. For the Magic Mountain Playground site, drilled piers may be designed using a lateral bearing pressure of 250 psf per foot of depth, up to a maximum of 2,500 psf. For the Eucalyptus Section Playground site a lateral bearing pressure of 350 psf per foot of depth, up to a maximum of 3,500 psf, may be used.

These lateral bearing pressures may be increased by a factor of 2 for structures that can tolerate $\frac{1}{2}$ inch of lateral deflection and by a factor of $1\frac{1}{2}$ for wind or seismic loading conditions. The lateral bearing pressures provided do not include a factor of safety. Drilled piers in a row perpendicular to the direction of lateral loading do not require reduction for group effects where the center-to-center spacing is at least three pier diameters. Similarly, drilled piers in a row parallel to the direction of loading do not require reduction where the center-to-center spacing is equivalent to eight or more pier diameters.

10.2.1.3 Construction Considerations

Drilled pier excavations should be cleaned of loose material prior to pouring concrete. Drilled pier excavations that encounter groundwater may be unstable and may need to be stabilized by temporary casing or use of drilling mud. Standing water should be removed from the pier excavation or the concrete should be delivered to the bottom of the excavation, below the water surface, by tremie pipe. Casing should be removed from the excavation as the concrete is placed. Concrete should be placed in the piers in a manner that reduces the potential for segregation of the components.

10.2.2 Spread Footings

The playground renovations may also be supported on shallow spread footings where subgrade soils can be properly prepared; however, the feasibility and design parameters differ between

the Magic Mountain Playground and Eucalyptus Section Playground due to variations in subsurface conditions.

At the Magic Mountain Playground site, near-surface soils consist of artificial fill and Bay Mud, which are compressible, variable, and not suitable for direct support of spread footings in their existing condition. Spread footings are not recommended at the Magic Mountain site unless existing near-surface soils are overexcavated to a depth of at least 2 feet below the footing subgrade and replaced with compact, select engineered fill extending at least 5 feet horizontally beyond the edges of the footings. Note that earthwork and fill placement may be difficult due to the weak and highly expansive nature of the Bay Mud fill, and geofabric/geogrid may be required prior to fill placement. Where such remediation is implemented, spread footings may be designed for an allowable bearing pressure of 1,000 psf (dead plus live loads, FS = 2).

At the Eucalyptus Section Playground site, subsurface materials consist of stiff alluvium underlain by shallow Franciscan Complex bedrock, which are suitable for support of shallow foundations. Spread footings may therefore be used for support of proposed improvements and may be designed for an allowable bearing capacity of 2,500 psf (dead plus live loads, FS = 2).

In accordance with standard practice, the allowable bearing capacities provided above may be increased by one-third when considering short-duration loads such as wind or seismic forces.

Footings should have a minimum width of 18 inches and should be embedded at least 24 inches below the lowest adjacent finished grade. Settlement is estimated to be on the order of 1 inch, with differential settlement on the order of ½ inch over a distance of 30 feet.

Footings bearing on compacted fill or native alluvium may be designed using a coefficient of sliding friction of 0.30, where total frictional resistance is equal to the product of the coefficient of friction and the dead load. Passive resistance may be taken as 300 psf per foot of depth, up to a maximum of 3,000 psf, for level ground conditions; however, the upper 1 foot of soil should be neglected where adjacent surfaces are not covered by pavement. The allowable lateral resistance may be taken as the sum of frictional resistance and passive resistance, provided the passive resistance does not exceed one-half of the total allowable resistance. In the event that passive resistance exceeds one-half of the total allowable resistance, the passive resistance should be limited to equal the frictional resistance. The passive resistance may be increased by one-third when considering short-duration loads such as wind or seismic forces.

10.3 Earthwork

In the event that some sitework is planned, the following subsections discuss our recommendations. Earthwork should be in accordance with the requirements of applicable governing agencies and the recommendations presented below. Ninyo & Moore should observe earthwork operations. Evaluations performed by Ninyo & Moore during the course of operations may result in new recommendations, which could supersede the recommendations in this section.

10.3.1 Pre-Construction Conference

We recommend that a preconstruction conference be held to discuss the earthwork recommendations presented in the report. Representatives of the civil engineer, Ninyo & Moore, the general contractor along with underground and grading subcontractors should be in attendance to discuss project schedule and earthwork requirements.

10.3.2 Site Preparation

Site preparation should begin with the demolition of existing asphalt pavement and clearing of underground utility lines that will not be incorporated into the new development, removal of vegetation, debris and other deleterious materials from areas to be graded. Tree stumps and roots should be removed to such a depth that organic material is generally not present. Clearing and grubbing should extend to the limits of the planned site improvements. Rubble and excavated materials that do not meet criteria for use as fill should be disposed of in an appropriate landfill. Existing utilities in the work area that are to remain in service will need to be rerouted or protected in a manner that will not impede site grading or foundation construction. Existing utilities to be abandoned should be removed, crushed in place, or backfilled with grout.

Excavations resulting from removal of buried utilities, tree stumps, or obstructions should be backfilled with compacted fill in accordance with the recommendations in the following sections.

10.3.3 Remedial Grading for Expansive Soil

Laboratory testing indicated that the near-surface soil on site has a moderate to high expansion potential. To reduce the potential for differential movement and distress to the proposed improvements due to shrink/swell behavior, a zone of material with low expansion potential should be provided below slabs-on-grade and flatwork. This can generally be accomplished by removing and replacing the upper portion of expansive soils with select low-expansion import fill. The low-expansion fill should conform to the requirements provided in Section 7.2, Material Recommendations.

The lateral limits of overexcavation should extend a distance of 2 feet or more beyond the edges of slabs-on-grade or flatwork. The zone of low-expansion material should extend to a depth of at least 12 inches below exterior slabs or flatwork. The limits of the low-expansion fill materials should be clearly shown on the grading plans to reduce the potential for these recommendations to be overlooked during construction bidding.

10.3.4 Observation and Removals

Prior to placement of fill, or the placement of forms or reinforcement for foundations, the client should request an evaluation of the exposed subgrade by Ninyo & Moore. Materials that are considered unsuitable shall be excavated under the observation of Ninyo & Moore in accordance with the recommendations in this section or supplemental recommendations by the geotechnical engineer.

Unsuitable materials include, but may not be limited to dry, loose, soft, wet, expansive, organic, or compressible natural soil, and undocumented or otherwise deleterious fill materials. Unsuitable materials should be removed from trench bottoms and below bearing surfaces to a depth at which suitable foundation subgrade is exposed, as evaluated in the field by Ninyo & Moore.

10.3.5 Material Recommendations

Materials used during earthwork operations should comply with the requirements listed in Table 5. Materials should be evaluated by the Civil engineer for suitability prior to use. The contractor should notify the geotechnical consultant 72 hours prior to import of materials or use of on-site materials to permit time for sampling, testing, and evaluation of the proposed materials. On-site materials may need to be dried out before re-use as fill. The contractor should be responsible for the consistency of import material brought to the site.

Table 5 – Recommended Material Requirements

Material and Use	Source	Requirements ^[1,2]
General Fill: Top 12 inches of finished subgrade below concrete flatwork (both sites) and 24 inches below footings (Magic Mountain site)	Import	Close-graded with 35% or more passing No. 4 sieve and either: - Expansion Index of 50 or less, - Plasticity Index of 12 or less, or - Less than 10 percent, by dry weight, passing No. 200 sieve
Pipe/Conduit Bedding and Pipe Zone Material: Material below conduit invert to 12 inches above conduit	Import	90 to 100 percent (by mass) should pass No. 4 sieve, and 5 percent or less should pass No. 200 sieve

Table 5 – Recommended Material Requirements

Material and Use	Source	Requirements ^[1,2]
Trench Backfill: Above bedding material	Import or On-Site Borrow	As per general fill and excluding rock/lumps retained on 4-inch sieve or 2-inch sieve in top 12 inches
Aggregate Base	Import	Class 2, ¾-inch max. Should NOT contain recycled asphalt concrete if used below floor slabs. CSS ^[4] Section 26-1.02
Controlled Low Strength Material (CLSM)	Import	CSS ^[4] Section 19-3.02G

Notes:

¹ In general, fill should be free of rocks or lumps in excess of 6 inches in diameter, trash, debris, roots, vegetation or other deleterious material.

² In general, import fill should be tested or documented to be non-corrosive^[3] and free from hazardous materials in concentrations above levels of concern.

³ Non-corrosive as defined by the Corrosion Guidelines (Caltrans, 2021).

⁴ California Standard Specifications (Caltrans, 2022).

10.3.6 Subgrade Preparation

Subgrade below fill should be prepared as per the recommendations in Section 10.3.3 and Table 5. Prepared subgrade should be maintained in a moist, but not saturated, conditions by the periodic addition of water. Subgrade that has been permitted to dry out and loosen, or develop desiccation cracking, should be scarified, moisture-conditioned, and recompact as per the requirements in Table 6, below. Subgrade preparation and alternative requirements for geofabric/geogrid should be evaluation by a representative of Ninyo & Moore during construction for the Magic Mountain Playground.

Table 6 – Subgrade Preparation Recommendations

Location	Recommendations
Below Pavement and General Fill	After clearing, check for unsuitable materials, as per Section 10.3.3 Scarify 8 inches, then moisture condition and compact as per Section 10.3.3 Keep in a moist condition by adding water

10.3.7 Fill Placement and Compaction

Fill and backfill should be compacted in horizontal lifts in conformance with the recommendations presented in Table 7. The allowable uncompacted thickness of each lift of fill depends on the type of compaction equipment utilized, but generally should not exceed 8 inches in loose thickness for large equipment and 4 inches for manually operated equipment.

Table 7 – Fill Placement and Compaction Recommendations

Fill Type	Location	Relative Compaction	Minimum Moisture Content
Rough Subgrade	In areas to receive fill	90%	+3%
General Fill	Below pavement and within 12 inches of finished subgrade	95%	+2%
	In locations not already specified	90%	+2%
Bedding and Pipe Zone Fill	Material from bottom of trench to 6-12 inches above pipe or conduit	90%	Near Optimum
Trench Backfill	From bedding up to 12 inches below finished subgrade and Top 12 inches of subgrade except for areas subject to vehicular loading	90%	+2%
	Top 12 inches of subgrade in areas subject to vehicular loading	95%	+2%
Aggregate Base	Below flatwork and pavements	95%	Near Optimum

Notes:

¹ Expressed as percent relative compaction or ratio of field density to reference density (typically on a dry density basis for soil and aggregate. The reference density of soil and aggregate should be evaluated by ASTM D1557.

² Target moisture content at compaction relative to optimum as evaluated by ASTM D1557.

Compacted fill should be maintained in a moist (but not saturated) condition by the periodic sprinkling of water prior to placement of additional overlying fill. Fill that has been permitted to dry out and loosen or develop desiccation cracking, should be scarified, moisture-conditioned, and recompactd as per the requirements above.

Prior to final subgrade preparation in the pavement areas, utility trench backfill should be properly placed and compacted as previously recommended. The compacted subgrade should be non-yielding when proof-rolled with a loaded ten-wheel truck, such as a water truck or dump truck, prior to pavement construction. Subgrade soils should be maintained in a moist and compacted condition until covered with the complete pavement.

Aggregate base should be placed in thin lifts in a manner to prevent segregation, uniformly moisture conditioned, and compacted to at least 95 percent relative compaction to provide a smooth, unyielding surface.

10.3.8 Utility Trenches

Trenches constructed for the installation of underground utilities should be stabilized in accordance with our recommendations in Section 10.3.9. Materials type and quality, placement

procedures and compaction requirements for utility bedding, shading and backfill materials should meet local agency and/or other applicable utility providers' requirements. From a geotechnical perspective, bedding and shading material to a minimum of 6 inches above the top of pipe should consist of sand. Open graded gravel should not be used unless fully encapsulated within a geotextile filter fabric. Bedding and pipe zone fill should be shoveled under pipe haunches and compacted by manual or mechanical, hand-held tampers.

In the absence of local agency and/or other applicable utility providers' requirements, utility trench backfill above the bedding and shading materials may consist of on-site soils that have been processed to remove rock fragments over 3 inches in largest dimension, rubbish, vegetation and other undesirable substances. Backfill materials should be placed in level lifts generally about 4 to 8 inches in loose thickness, moisture conditioned and should be compacted by mechanical means. Lift thickness will be a function of the type of compaction equipment in use and the contractor's ability to achieve uniform compaction throughout the lift of material being compacted. Thinner lifts will be required for manually operated equipment, such as wackers or vibratory plates; thicker lifts possible where a sheepsfoot wheel is used on the boom of an excavator. Where there are no specific utility company or jurisdictional requirements for compaction of backfill, the backfill should be compacted to no less than 90 percent relative compaction. Where trenches are located in pavement areas the top 12 inches should be compacted to no less than 95 percent relative compaction. Densification of trench backfill by flooding or jetting should not be permitted.

Trenches should not be excavated adjacent to footings. If trenches are to be excavated near a continuous footing, the bottom of the trench should be located above a 2:1 (horizontal to vertical) plane projected downward from the bottom of the footing. Utility lines that cross beneath footings should be encased in concrete, CLSM or compacted clay soils below the footing for a distance equivalent to the depth of the excavation.

10.3.9 Temporary Excavations and Shoring

Trench excavations shall be stabilized in accordance with the Excavation Rules and Regulations (29 Code of Federal Regulations [CFR], Part 1926) stipulated by the Occupational Safety and Health Administration (OSHA). Stabilization shall consist of shoring sidewalls or laying slopes back.

Dewatering pits or sumps should be used to depress the groundwater level (if encountered) below the bottom of the excavation. Table 8 lists the OSHA material type classifications and corresponding allowable temporary slope layback inclinations for soil deposits that may be

encountered on site. Alternatively, an internally-braced shoring system or trench shield conforming to the OSHA Excavation Rules and Regulations (29 CFR, Part 1926) may be used to stabilize excavation sidewalls during construction. The lateral earth pressures listed in Table 8 may be used to design or select the internally-braced shoring system or trench shield. The recommendations listed in this table are based upon the limited subsurface data provided by our exploratory borings and reflect the influence of the environmental conditions that existed at the time of our exploration. Excavation stability, material classifications, allowable slopes, and shoring pressures should be re-evaluated and revised, as-needed, during construction. Excavations, shoring systems and the surrounding areas should be evaluated daily by a competent person for indications of possible instability or collapse.

Table 8 – OSHA Material Classifications and Allowable Slopes

Formation	OSHA Classification	Allowable Temporary Slope ^[1,2,3]	Lateral Earth Pressure on Shoring ^[4] (psf)
Artificial Fill Magic Mountain (Above groundwater)	Type B	1 H:1 V (45°)	45×D + 72
Clayey Alluvium Eucalyptus Section (Above groundwater)	Type A	¾ H:1 V (53°)	25×D + 72

Notes:

¹ Allowable slope for excavations less than 20 feet deep. Excavation sidewalls in cohesive soil may be benched to meet the allowable slope criteria (measured from the bottom edge of the excavation). The allowable bench height is 4 feet. The bench at the bottom of the excavation may protrude above the allowable slope criteria.

² In layered soil, layers shall not be sloped steeper than the layer below.

³ Temporary excavations less than 5 feet deep may be made with vertical side slopes and remain unshored if judged to be stable by a competent person (29 CFR, Part 1926.650).

⁴ 'D' is depth of excavation for excavations up to 20 feet deep. Includes a surface surcharge equivalent to two feet of soil.

The shoring system should be designed or selected by a qualified individual or specialty subcontractor. The shoring parameters presented in this report are preliminary design criteria, and the designer should evaluate the adequacy of these parameters and make appropriate modifications for their design. We recommend that the contractor take appropriate measures to protect workers. OSHA requirements pertaining to worker safety should be observed.

Excavations made in close proximity to existing structures may undermine the foundation of those structures and/or cause soil movement related distress to the existing structures. Stabilization techniques for excavations in close proximity to existing structures will need to account for the additional loads imposed on the shoring system and appropriate setback distances for temporary slopes. Ninyo and Moore should be consulted for additional

recommendations if the proposed excavations cross below a plane extending down and away from the foundation bearing surfaces of the adjacent structure at an inclination of 2:1 (horizontal to vertical).

10.3.10 Construction Dewatering

Groundwater was encountered during drilling at the Magic Mountain Playground site at depths of approximately 12 and 10 feet bgs in Borings B-1 and B-2, respectively. Shortly after drilling, groundwater levels were measured at approximately 7 and 11 feet bgs. At the Eucalyptus Section Playground site, groundwater was not encountered to the maximum explored depth. According to the Seismic Hazard Zone Report for San Mateo County (CGS, 2018), the historic high groundwater level in the project area is less than 10 feet bgs. Seasonal fluctuations in groundwater levels should be anticipated due to precipitation, irrigation, and tidal influence from the nearby Bay margin. Localized perched or seepage conditions may be encountered during excavations.

The contractor should be prepared to implement minor dewatering measures, such as sump pits, shallow trenches, or temporary pumps, if groundwater is encountered during grading or foundation excavations. Dewatering may be required to lower localized water levels below the bottom of excavations. Dewatering considerations should include the anticipated drawdown, potential for settlement, volume of pumping, and appropriate groundwater discharge methods. Any groundwater discharge should comply with local ordinances and the requirements of the Regional Water Quality Control Board.

10.4 Exterior Flatwork

Concrete walkways and other exterior flatwork not subject to vehicular loading should be 4 inches thick (or more) over 4 inches of aggregate base. Concrete and aggregate base thickness should be increased to 6 inches or more for flatwork subject to vehicular traffic up to periodic garbage trucks and emergency vehicles. Flatwork subject to impact from unloading of dumpsters should be 8 inches thick or more.

Appropriate jointing of concrete flatwork can encourage cracks to form at joints, reducing the potential for crack development between joints. Joints should be laid out in a square pattern at consistent intervals. Contraction and construction joints should be detailed and constructed in accordance with the guidelines of ACI Committee 302. The ratio of lateral spacing between contraction joints to the nominal thickness of the slab should not exceed 24 for jointed plain concrete. Contraction joints formed by pre-molded inserts, grooving plastic concrete, or saw-cutting at initial hardening, should extend to a depth equivalent to 25 percent of the slab thickness and 1 inch or

more for thin slabs. The joint location and layout of new or reconstructed flatwork abutting existing flatwork should be consistent with joint location/layout of the existing flatwork.

Flatwork may be reinforced with distributed steel to reduce the potential for differential slab movement where cracking occurs. The distributed reinforcing steel should be terminated about 3 inches from contraction joints and should consist of No. 3 deformed bars at 18 inches on center, both ways, or with 6x6-D4/D4 welded wire fabric supplied as sheets (not rolls). Slabs reinforced with distributed steel should be 6 inches thick (or more) for No. 3 bar reinforcement and 5 inches thick (or more) for 6x6-D4/D4 reinforcement to provide adequate concrete cover for the steel. To reduce the potential for differential slab movement across joints, the distributed steel may be extended through the joints. This improvement will be balanced by a reduction in the functionality of the contraction joint to encourage crack formation at joints. Flatwork subject to impact from unloading of dumpsters should be reinforced with No. 4 deformed bars at 12 inches on center, both ways extending through contraction joints, if present. Masonry briquettes or plastic chairs should be used to maintain the position of the reinforcement in the upper half of the slab with 1½ inches of cover over the steel and 3 inches of cover under the steel. Root barriers adjacent to trees may be considered to reduce the potential for pavement heave from root growth.

10.5 Concrete

Due to the potential variability in the on-site soil and the potential future use of reclaimed water at the site, we recommend that Type II/V or Type V cement be used for concrete structures in contact with soil. In addition, we recommend a water-to-cement ratio of no more than 0.45. A 3-inch thick, or thicker, concrete cover should be maintained over reinforcing steel where concrete is in contact with soil in accordance with recommendations of ACI Committee 318.

To reduce the potential for shrinkage cracks in the concrete during curing, concrete for slabs and flatwork should not contain large quantities of water or accelerating admixtures containing calcium chloride. Higher compressive strengths may be achieved by using larger aggregates in lieu of increasing the cement content and corresponding water demand. Additional workability, if desired, may be obtained by including water-reducing or air-entraining admixtures. Concrete should be placed in accordance with the guidelines of ACI Committee 302 and project specifications. Particular attention should be given to curing techniques and curing duration. Slabs that do not receive adequate curing have a more pronounced tendency to curl upwards at edges and corners, and to develop random shrinkage cracks and other defects.

In the event that contraction joints are used to influence the location of crack development in slabs and the joints are to be constructed by saw cutting of the slabs, saw cuts should be made by soff-

cut sawing within 4 to 12 hours after the initial hardening (not curing) of the concrete, as required by atmospheric conditions. The contractor should be responsible for monitoring of the concrete during initial set or hardening and to determine the optimal timing for cutting of the slabs.

10.6 Surface Drainage and Site Maintenance

Surface drainage on the site should generally be provided so that water is diverted away from structures and is not permitted to pond. Positive drainage should be established to divert surface water to an appropriate collector (graded swale, v-ditch, or area drain) with a suitable outlet. Drainage structures should be periodically cleaned out and repaired, as-needed, to maintain appropriate site drainage patterns.

Landscaping adjacent to foundations should include vegetation with low-water demands and irrigation should be limited to that which is needed to sustain the plants. Trees should be restricted from the areas adjacent to foundations a distance equivalent to the canopy radius of the mature tree.

Care should be taken by the contractor during grading to preserve any berms, drainage terraces, interceptor swales or other drainage devices on or adjacent to the project area. Drainage patterns established at the time of grading should be maintained for the life of the project.

10.7 Geotechnical Engineer of Record Services

The recommendations provided in this report are based on preliminary design information for the proposed construction. The Geotechnical Engineer-of-Record (GEOR) should review the plans that are developed by the design team before construction bidding, to check that the scope of the project as designed is consistent with the assumed basis of this report and evaluate conformance with the geotechnical recommendations.

During construction, the GEOR should evaluate the exposed subsurface conditions for consistency with the conditions encountered in the discrete borings performed for this study, and to check that the work conforms with the geotechnical recommendations. Specifically, the geotechnical engineer should be retained to:

- Observe remedial grading.
- Observe preparation and compaction of subgrade.
- Check and test imported materials prior to use as fill.
- Observe placement and compaction of fill and aggregate base.

- Perform field density tests to evaluate fill and subgrade compaction.
- Check the foundation excavations for bearing materials and cleaning prior to placement of reinforcing steel and concrete.

The recommendations provided in this report presume that Ninyo & Moore will be retained as the geotechnical consultant during the construction phase of the project. If another geotechnical consultant is selected, we request that the selected consultant provide a letter to the architect and the owner (with a copy to Ninyo & Moore) indicating that they fully understand Ninyo & Moore's recommendations, and that they are in full agreement with the recommendations contained in this report.

11 LIMITATIONS

The field evaluation, laboratory testing, and geotechnical analyses presented in this geotechnical report have been conducted in general accordance with current practice and the standard of care exercised by geotechnical consultants performing similar tasks in the project area. No warranty, expressed or implied, is made regarding the conclusions, recommendations, and opinions presented in this report. There is no evaluation detailed enough to reveal every subsurface condition. Variations may exist and conditions not observed or described in this report may be encountered during construction. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration. Additional subsurface evaluation will be performed upon request.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

This report is intended for design purposes only. It does not provide sufficient data to prepare an accurate bid by contractors. It is suggested that the bidders and their geotechnical consultant perform an independent evaluation of the subsurface conditions in the project areas. The independent evaluations may include, but not be limited to, review of other geotechnical reports prepared for the adjacent areas, site reconnaissance, and additional exploration and laboratory testing.

Our conclusions, recommendations, and opinions are based on an analysis of the observed site conditions. If geotechnical conditions different from those described in this report are encountered, our office should be notified, and additional recommendations, if warranted, will be provided upon request. It should be understood that the conditions of a site could change with time as a result of

natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This report is intended exclusively for use by the client. Any use or reuse of the findings, conclusions, and/or recommendations of this report by parties other than the client is undertaken at said parties' sole risk.

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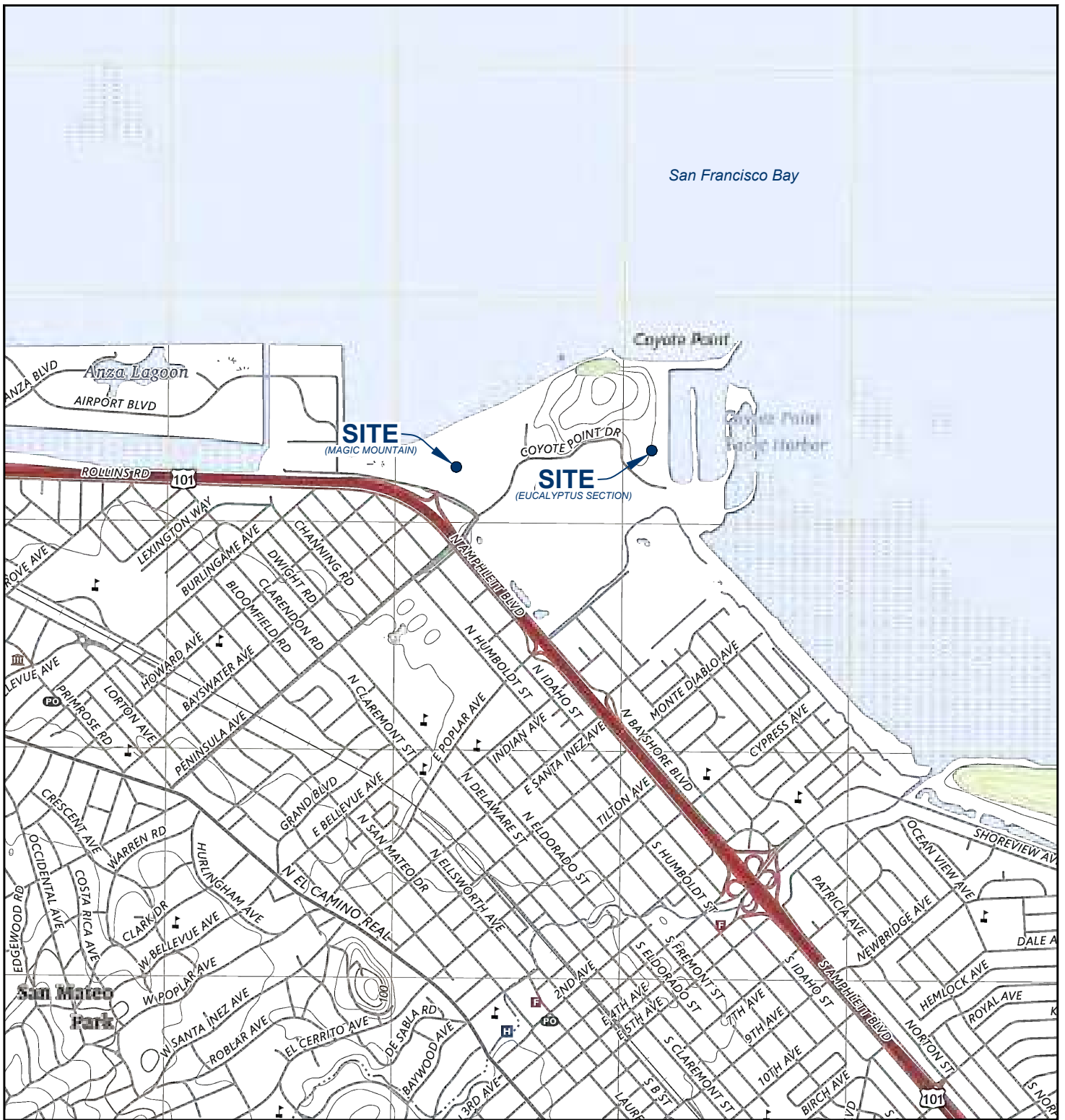
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FIGURES

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NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE | REFERENCE: USGS, 2025



SCALE (FEET)
0 2,000 4,000

FIGURE 1

Ninyo & Moore

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SITE LOCATION

COYOTE POINT RECREATION AREA TWO PLAYGROUND RENOVATIONS
1701 COYOTE POINT DRIVE, SAN MATEO, CALIFORNIA

404497011 | 11/25



LEGEND

B-1 (21.5')  BORING LOCATION
(TOTAL DEPTH)

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE | REFERENCE: GOOGLE EARTH, 2025

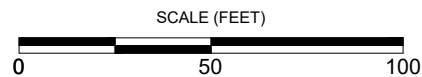


FIGURE 2A

Ninyo & Moore

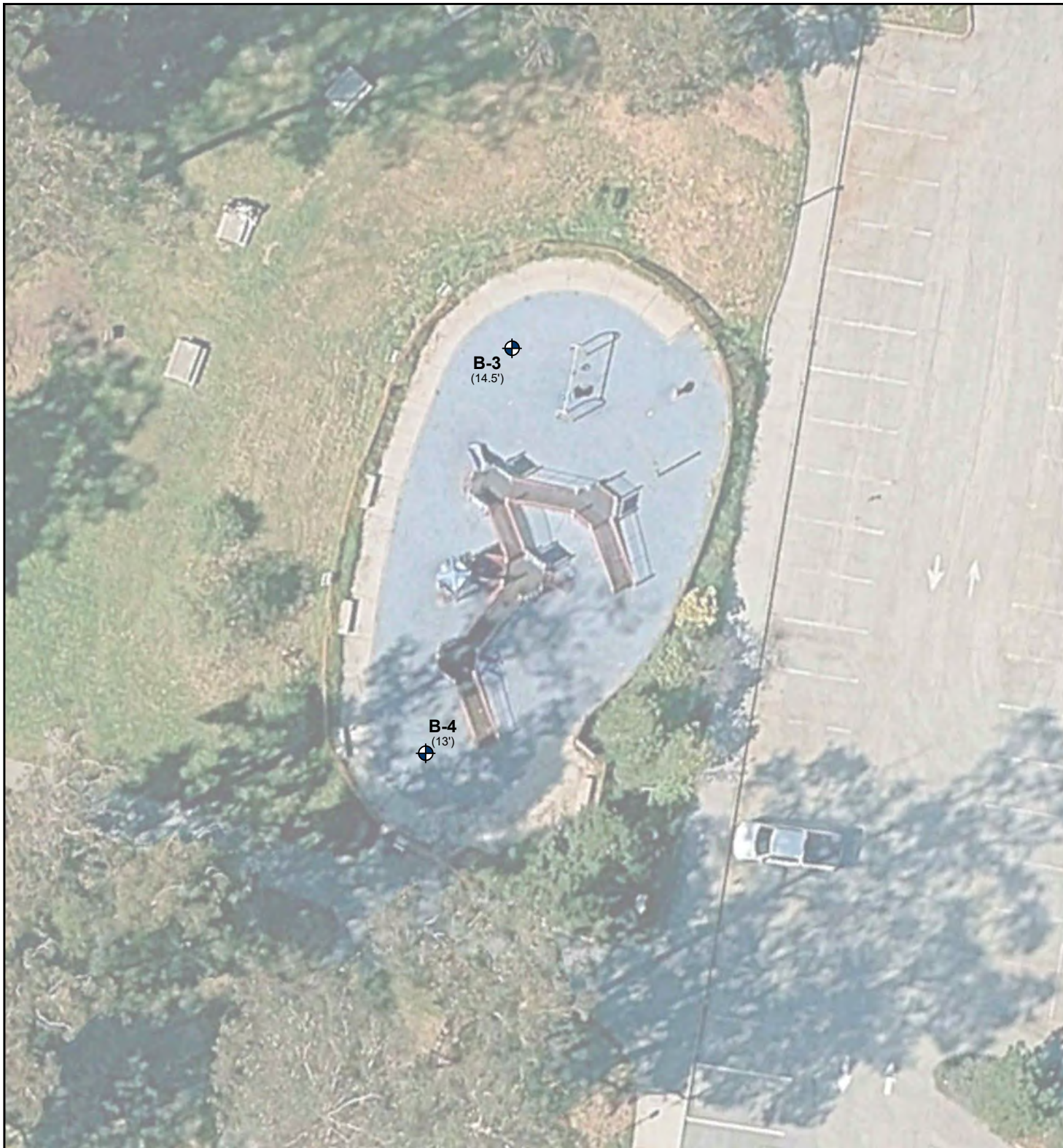
A SOCOTEC COMPANY

EXPLORATION LOCATIONS: MAGIC MOUNTAIN PLAYGROUND

MAGIC MOUNTAIN PLAYGROUND RENOVATION
1701 COYOTE POINT DRIVE, SAN MATEO, CALIFORNIA

404497011 | 11/25

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LEGEND

B-3
(14.5')



BORING LOCATION
(TOTAL DEPTH)

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE | REFERENCE: GOOGLE EARTH, 2025



SCALE (FEET)



FIGURE 2B

Ninyo & Moore

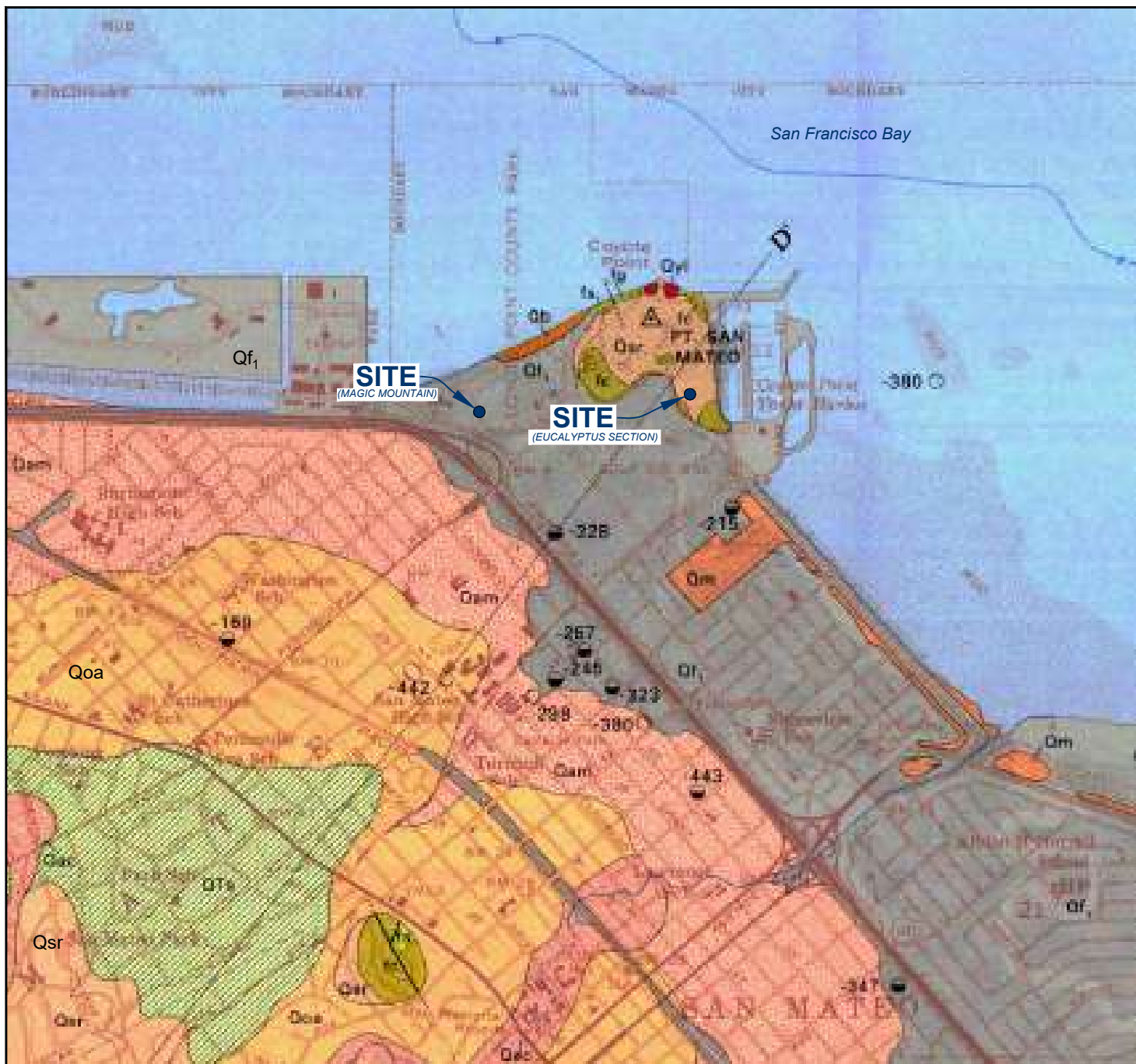
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EXPLORATION LOCATIONS: EUCALYPTUS SECTION PLAYGROUND

EUCALYPTUS SECTION PLAYGROUND RENOVATION
1701 COYOTE POINT DRIVE, SAN MATEO, CALIFORNIA

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LEGEND

Qf₁	ARTIFICIAL FILL, UNIT 1 (HOLOCENE)	Qsr	SLOPE WASH, RAVINE FILL, & COLLUVIUM (HOLOCENE)	Qoa	OLDER ALLUVIUM (PLEISTOCENE)	fc	CHERT (CRETACEOUS/JURASSIC)
Qyl	YOUNGER LANDSLIDE DEPOSITS (HOLOCENE)	Qac	COARSE-GRAINED ALLUVIUM (HOLOCENE)	fs	SANDSTONE (CRETACEOUS/JURASSIC)		THRUST FAULT
Qb	BEACH DEPOSITS (HOLOCENE)	Qam	MEDIUM-GRAINED ALLUVIUM (HOLOCENE)	fg	GREENSTONE (CRETACEOUS/JURASSIC)		FAULT
Qm	BAY MUD (HOLOCENE)	Qts	SEDIMENTARY DEPOSITS, UNDIVIDED (HOLOCENE TO PLIOCENE)				GEOLOGIC CONTACT
							STRIKE AND DIP OF BEDDING

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE | REFERENCE: USGS, PAMPEYAN, 1994

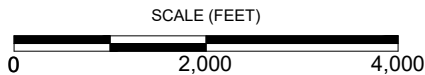


FIGURE 3

Ninyo & Moore

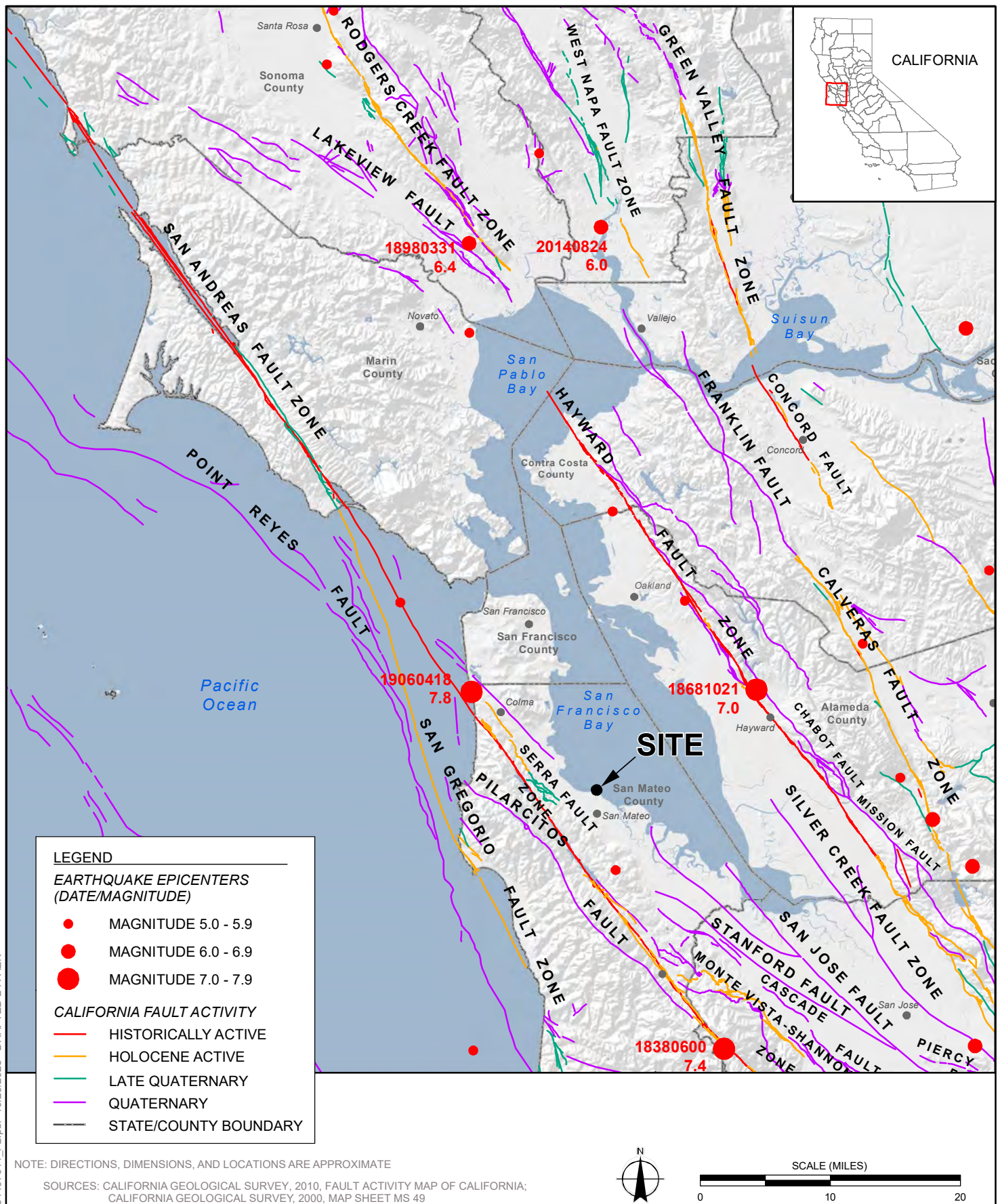
A SOCOTEC COMPANY

REGIONAL GEOLOGY

COYOTE POINT RECREATION AREA TWO PLAYGROUND RENOVATIONS
1701 COYOTE POINT DRIVE, SAN MATEO, CALIFORNIA

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FAULT LOCATIONS AND EARTHQUAKE EPICENTERS
COYOTE POINT RECREATION AREA TWO PLAYGROUND RENOVATIONS
1701 COYOTE DRIVE, SAN MATEO, CALIFORNIA
404497011 | 11/25

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LEGEND



LIQUEFACTION ZONES:

Areas where historic occurrence of liquefaction, or local geological, geotechnical and groundwater conditions indicate a potential for permanent ground displacements such that mitigation as defined in Public Resources Code Section 2693(c) would be required.



EARTHQUAKE-INDUCED LANDSLIDE ZONES:

Areas where previous occurrence of landslide movement, or local topographic, geological, geotechnical and subsurface water conditions indicate a potential for permanent ground displacements such that mitigation as defined in Public Resources Code Section 2693(c) would be required.

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE
REFERENCE: CGS, 2025



SCALE (FEET)

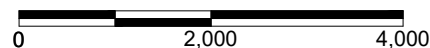


FIGURE 5

Ninyo & Moore

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EARTHQUAKE ZONES OF REQUIRED INVESTIGATION

COYOTE POINT RECREATION AREA TWO PLAYGROUND RENOVATIONS
1701 COYOTE POINT DRIVE, SAN MATEO, CALIFORNIA

404497011 | 11/25

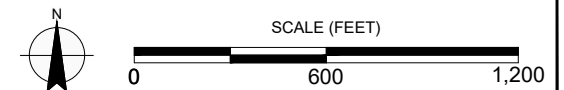


FIGURE 6A

A SOCOTEC COMPANY

MAGIC MOUNTAIN PLAYGROUND RENOVATION
1701 COYOTE POINT DRIVE, SAN MATEO, CALIFORNIA

404497011 | 11/25

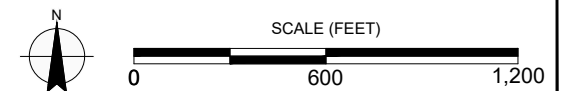


FIGURE 6B

FEMA FLOOD MAP: EUCALYPTUS SECTION PLAYGROUND

EUCALYPTUS SECTION PLAYGROUND RENOVATION
1701 COYOTE POINT DRIVE, SAN MATEO, CALIFORNIA

404497011 | 11/25



APPENDIX A

Boring Logs

APPENDIX A

FIELD PROCEDURE FOR COLLECTION OF SAMPLES

Field Procedure for the Collection of Disturbed Samples

Disturbed soil samples were obtained in the field using the following methods.

Bulk Samples

Bulk sample of representative earth materials were obtained from the exploratory borings. The samples were bagged and transported to the laboratory for testing.

The Standard Penetration Test (SPT) Sampler

Disturbed drive samples of earth materials were obtained by means of a Standard Penetration Test sampler. The sampler is composed of a split barrel with an external diameter of 2 inches and an unlined internal diameter of 1-3/8 inches. The sampler was driven into the ground 18 inches or the interval recorded on the boring log where driving refusal occurred, with a 140-pound hammer falling relatively freely from a height of 30 inches in general accordance with ASTM D 1586. The blow counts were recorded for every 6 inches of penetration; the blow counts reported on the logs are those for the last 12 inches of penetration or the interval reported. Soil samples were observed and removed from the sampler, bagged, sealed and transported to the laboratory for testing.

Field Procedure for the Collection of Relatively Undisturbed Samples

Relatively undisturbed soil samples were obtained in the field using the following method.

Modified Split-Barrel Drive Sampler

Relatively undisturbed soil samples were obtained in the field using a modified split-barrel drive sampler. The sampler, with an external diameter of 3.0 inches, was lined with 6-inch long, thin wall stainless steel liners with inside diameters of approximately 2.4 inches. The sample barrel was driven into the ground with a 140-pound hammer with a drop height of 30 inches in general accordance with ASTM D 3550. The driving weight was permitted to fall relatively freely. The sampler was driven into the ground 18 inches or the interval recorded on the boring log where driving refusal occurred. The approximate length of the fall, the weight of the hammer, and the number of blows for the last 12 inches of penetration or the interval reported presented on the boring logs. The blow counts are recorded as an index to the relative resistance of the materials sampled. The samples were removed from the sample barrel in the liners, sealed, and transported to the laboratory for testing.

BORING LOG EXPLANATION SHEET

DEPTH (feet)	Bulk Driven SAMPLES	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	
0							Bulk sample.
							Modified split-barrel drive sampler.
							No recovery with modified split-barrel drive sampler.
							Sample retained by others.
							Standard Penetration Test (SPT).
5							No recovery with a SPT.
	XX/XX						Shelby tube sample. Distance pushed in inches/length of sample recovered in inches.
							No recovery with Shelby tube sampler.
							Continuous Push Sample.
10							Seepage.
							Groundwater encountered during drilling.
							Groundwater measured after drilling.
						SM	MAJOR MATERIAL TYPE (SOIL):
							Solid line denotes unit change.
						CL	Dashed line denotes material change.
15							Attitudes: Strike/Dip b: Bedding c: Contact j: Joint f: Fracture F: Fault cs: Clay Seam s: Shear bss: Basal Slide Surface sf: Shear Fracture sz: Shear Zone sbs: Shear Bedding Surface
20							The total depth line is a solid line that is drawn at the bottom of the boring.

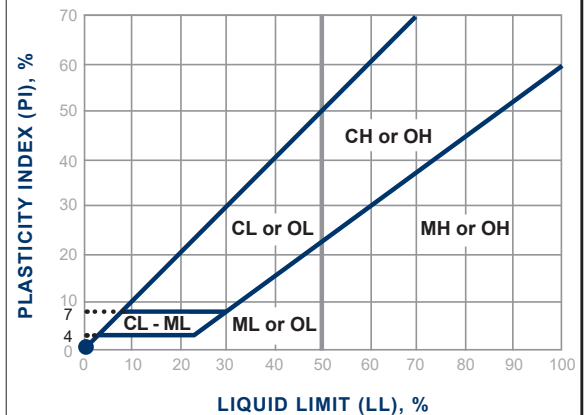
Soil Classification Chart Per ASTM D 2488

Primary Divisions			Secondary Divisions	
			Group Symbol	Group Name
COARSE-GRAINED SOILS more than 50% retained on No. 200 sieve	GRAVEL more than 50% of coarse fraction retained on No. 4 sieve	CLEAN GRAVEL less than 5% fines		GW well-graded GRAVEL
				GP poorly graded GRAVEL
		GRAVEL with DUAL CLASSIFICATIONS 5% to 12% fines		GW-GM well-graded GRAVEL with silt
				GP-GM poorly graded GRAVEL with silt
				GW-GC well-graded GRAVEL with clay
				GP-GC poorly graded GRAVEL with
		GRAVEL with FINES more than 12% fines		GM silty GRAVEL
				GC clayey GRAVEL
				GC-GM silty, clayey GRAVEL
	SAND 50% or more of coarse fraction passes No. 4 sieve	CLEAN SAND less than 5% fines		SW well-graded SAND
				SP poorly graded SAND
		SAND with DUAL CLASSIFICATIONS 5% to 12% fines		SW-SM well-graded SAND with silt
				SP-SM poorly graded SAND with silt
				SW-SC well-graded SAND with clay
				SP-SC poorly graded SAND with clay
		SAND with FINES more than 12% fines		SM silty SAND
				SC clayey SAND
				SC-SM silty, clayey SAND
FINE-GRAINED SOILS 50% or more passes No. 200 sieve	SILT and CLAY liquid limit less than 50%	INORGANIC		CL lean CLAY
				ML SILT
				CL-ML silty CLAY
		ORGANIC		OL (PI > 4) organic CLAY
				OL (PI < 4) organic SILT
	SILT and CLAY liquid limit 50% or more	INORGANIC		CH fat CLAY
				MH elastic SILT
				OH (plots on or above "A"-line) organic CLAY
		ORGANIC		OH (plots below "A"-line) organic SILT
				PT Peat

Grain Size

Description		Sieve Size	Grain Size	Approximate Size
Boulders		> 12"	> 12"	Larger than basketball-sized
Cobbles		3 - 12"	3 - 12"	Fist-sized to basketball-sized
Gravel	Coarse	3/4 - 3"	3/4 - 3"	Thumb-sized to fist-sized
	Fine	#4 - 3/4"	0.19 - 0.75"	Pea-sized to thumb-sized
Sand	Coarse	#10 - #4	0.075 - 0.19"	Rock-salt-sized to pea-sized
	Medium	#40 - #10	0.017 - 0.075"	Sugar-sized to rock-salt-sized
	Fine	#200 - #40	0.0029 - 0.017"	Flour-sized to sugar-sized
Fines		Passing #200	< 0.0029"	Flour-sized and smaller

Plasticity Chart



Apparent Density - Coarse-Grained Soil

Apparent Density	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Loose	≤ 4	≤ 8	≤ 3	≤ 5
Loose	5 - 10	9 - 21	4 - 7	6 - 14
Medium Dense	11 - 30	22 - 63	8 - 20	15 - 42
Dense	31 - 50	64 - 105	21 - 33	43 - 70
Very Dense	> 50	> 105	> 33	> 70

Consistency - Fine-Grained Soil

Consistency	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Soft	< 2	< 3	< 1	< 2
Soft	2 - 4	3 - 5	1 - 3	2 - 3
Firm	5 - 8	6 - 10	4 - 5	4 - 6
Stiff	9 - 15	11 - 20	6 - 10	7 - 13
Very Stiff	16 - 30	21 - 39	11 - 20	14 - 26
Hard	> 30	> 39	> 20	> 26

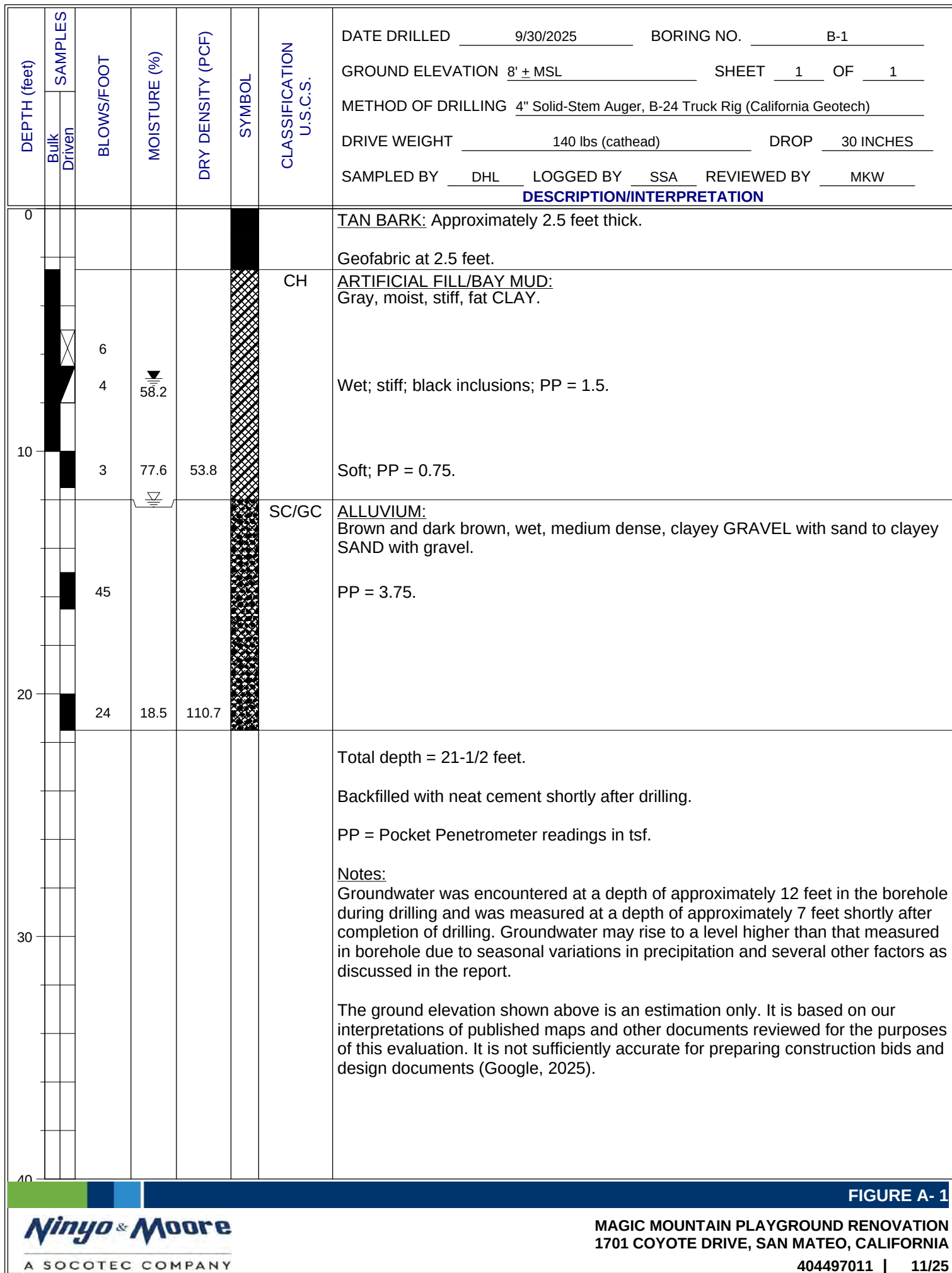


FIGURE A- 1

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>9/30/2025</u>	BORING NO. <u>B-2</u>
	Bulk	Driven						GROUND ELEVATION <u>9' ± MSL</u>	SHEET <u>1</u> OF <u>1</u>
								METHOD OF DRILLING <u>4" Solid-Stem Auger, B-24 Truck Rig (California Geotech)</u>	
								DRIVE WEIGHT <u>140 lbs (cathead)</u>	DROP <u>30 INCHES</u>
								SAMPLED BY <u>DHL</u>	LOGGED BY <u>SSA</u> REVIEWED BY <u>MKW</u>
DESCRIPTION/INTERPRETATION									
0							CH	ASPHALT CONCRETE: Approximately 3 inches thick. AGGREGATE BASE: Approximately 5 inches thick. ARTIFICIAL FILL/BAY MUD: Brown, moist, stiff (PP = 2.75), sandy fat CLAY; scattered gravel.	
			16	10.6	111.6				
			13	26.5	87.6			Gray with black mottling; firm to stiff; fat CLAY.	
10									
			15					Wet.	
							GC	ALLUVIUM: Brown with orange, wet, medium dense, clayey GRAVEL with sand.	
			56						
20									
			34						
								Total depth = 21-1/2 feet. Backfilled with neat cement and patched with cold asphalt shortly after drilling. PP = Pocket Penetrometer readings in tsf. Notes: Groundwater was encountered at a depth of approximately 10 feet in the borehole during drilling and was measured at a depth of approximately 11 feet shortly after completion of drilling. Groundwater may rise to a level higher than that measured in borehole due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents (Google, 2025).	
30									
40									

FIGURE A- 2

 Ninyo & Moore A SOCOTEC COMPANY	FIGURE A-3 EUCALYPTUS SECTION PLAYGROUND RENOVATION 1701 COYOTE DRIVE, SAN MATEO, CALIFORNIA 404497011 11/25
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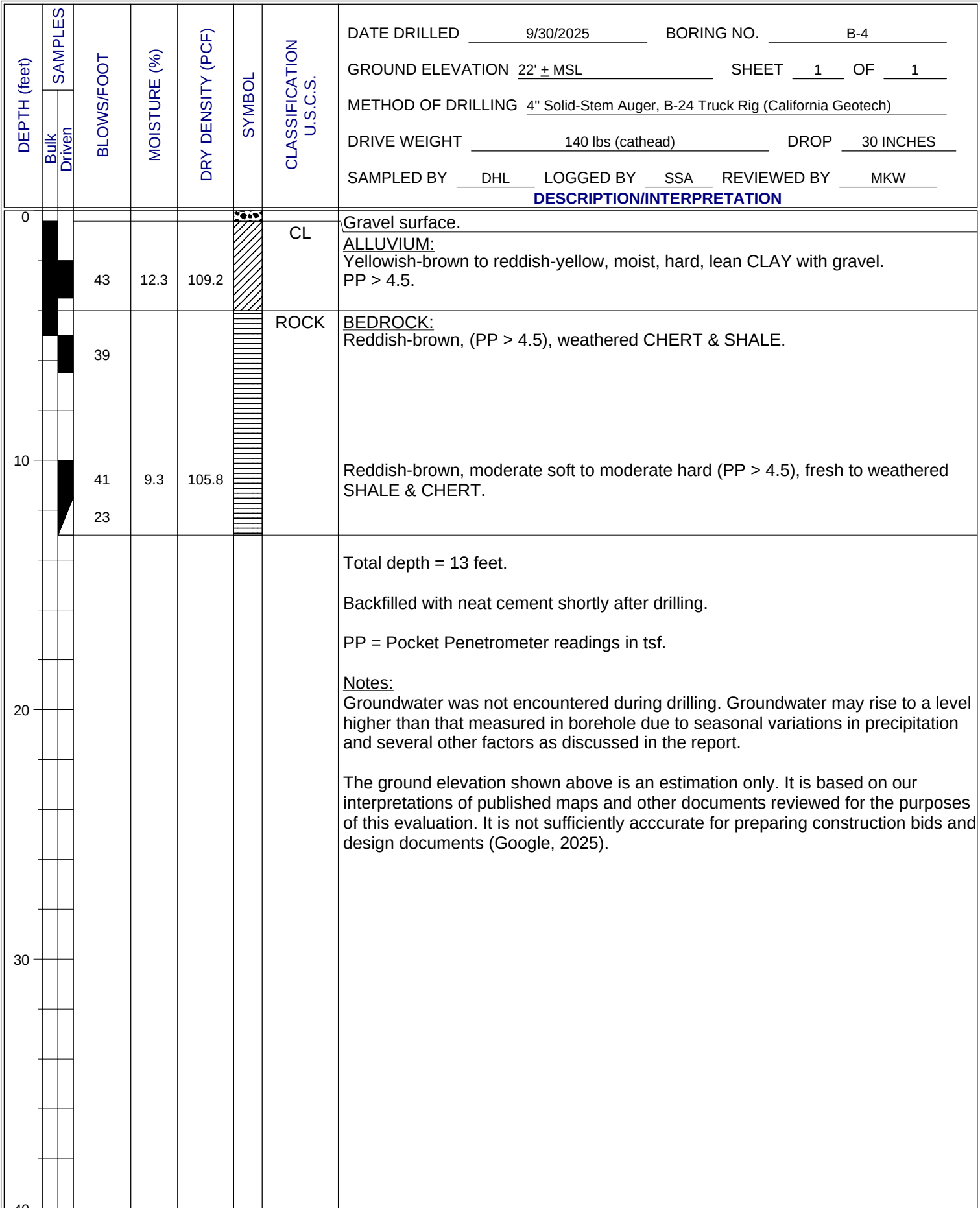


FIGURE A- 4



APPENDIX B

Laboratory Testing

APPENDIX B

LABORATORY TESTING

Classification

Soil was classified using visual-manual procedures (ASTM D 2488). Soil classifications were updated in accordance with the Unified Soil Classification System (USCS) and ASTM D 2487 based on the results of laboratory tests to evaluate particle size characteristics Atterberg Limits. Soil classifications are indicated on the logs of the exploratory borings in Appendix A.

Moisture Content and In-Place Density

The moisture content of samples obtained from the borings was evaluated in accordance with ASTM D 2216 by drying the samples in an oven at 110±5 degrees Celsius. The dry density of relatively undisturbed samples obtained from the borings was evaluated in general accordance with ASTM D 2937. The test results are presented on the boring logs in Appendix A.

Atterberg Limits

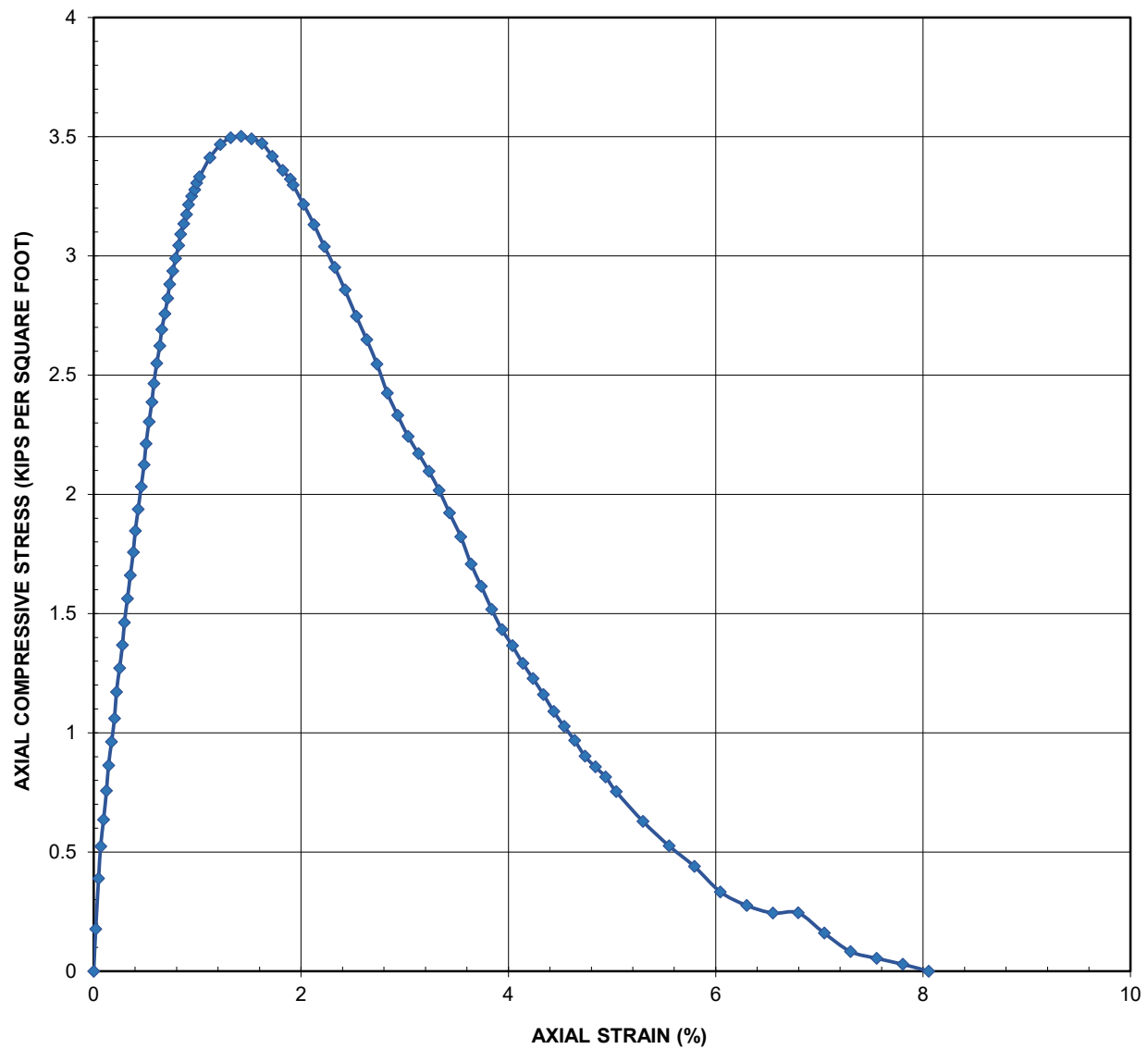
A test was performed on a selected representative fine-grained soil sample to evaluate the liquid limit, plastic limit, and plasticity index in accordance with ASTM D 4318. The test result was used to evaluate the soil classification in accordance with the USCS. The test results and classifications are shown on Figure B-1.

Unconfined Compression Test

An unconfined compression test was performed on a relatively undisturbed sample in general accordance with ASTM D 2166. The test results are shown on Figure B-2.

Unconsolidated-Undrained Triaxial Compression Test

A triaxial compression test was performed on a selected relatively undisturbed sample in general accordance with ASTM D 2850. The test results are shown on Figure B-3.

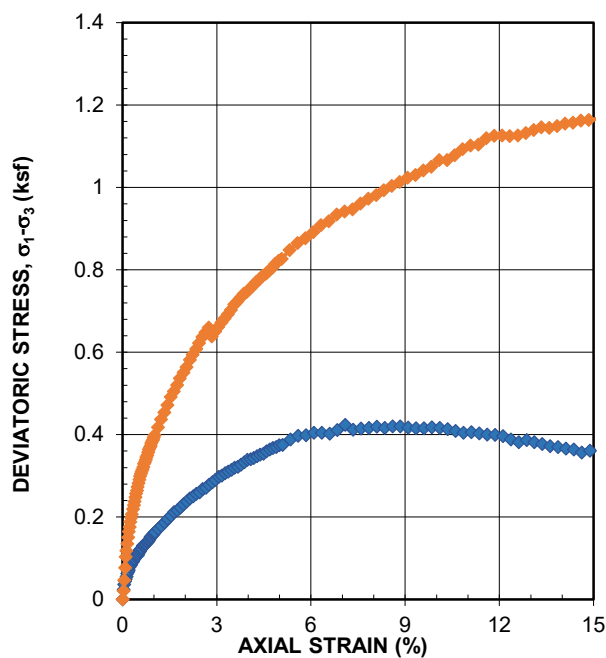
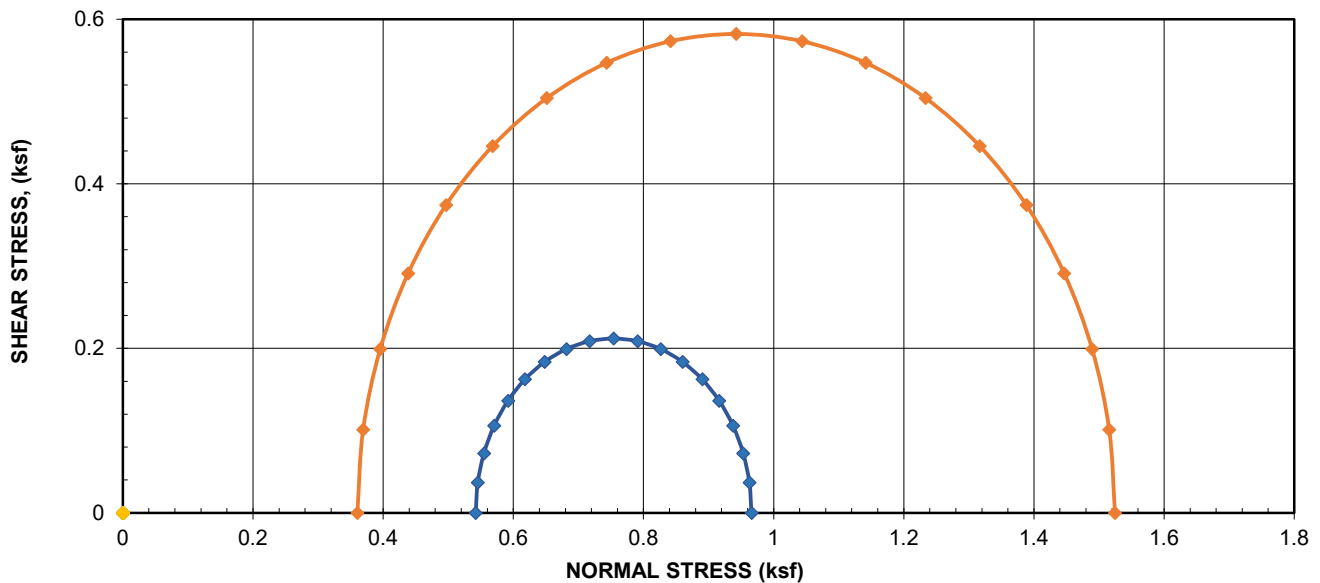


SYMBOL	DESCRIPTION	SOIL TYPE	SAMPLE LOCATION	SAMPLE DEPTH (ft.)	MOISTURE CONTENT w , (%)	DRY DENSITY γ_d , (pcf)	STRAIN RATE (%/min.)	UNDRAINED SHEAR STR s_u , (ksf)
◆	weathered CHERT & SHALE	ROCK	B-3	6.0 - 6.5	15.8	108.7	0.97	1.75

PERFORMED IN ACCORDANCE WITH ASTM D 2166

FIGURE B-2

UNCONFINED COMPRESSION RESULTS



SYMBOL	◆	◆		
SAMPLE LENGTH, (in)	5.95	6.00		
SAMPLE DIAMETER, (in)	2.39	2.40		
SPECIFIC GRAVITY, ()	2.65	2.65		
INITIAL	MOISTURE, (%)	77.6	26.5	
	DRY DENSITY, (pcf)	53.8	87.6	
	VOID RATIO, ()	2.0736	0.8877	
	SATURATION, (%)	99.2	79.1	
CELL PRESSURE, (ksf)		0.5	0.4	
BACK PRESSURE, (ksf)		0.0	0.0	
STRAIN RATE, (%/minute)		1.0	1.0	
AT FAILURE	ELAPSED TIME, tf (min)	7.1	14.8	
	AXIAL STRAIN, εf (%)	7.1	14.8	
	DEVIATOR STRESS (ksf)	0.42	1.16	
	MAJOR STRESS, σ1f (ksf)	0.97	1.52	
	MINOR STRESS, σ3f (ksf)	0.54	0.36	
MEMBRANE CORRECTION USED		YES	YES	

	DESCRIPTION (USCS SOIL TYPE)	SAMPLE LOCATION	SAMPLE DEPTH (feet)	COMPRESSIVE STRENGTH (ksf)	UU SHEAR STRENGTH s _u , (ksf)	REMARKS
◆	fat CLAY (CH)	B-1	10.5 - 11.0	0.42	0.21	
◆	fat CLAY (CH)	B-2	5.5 - 6.0	1.16	0.58	

PERFORMED IN ACCORDANCE WITH ASTM D 2850 ON INTACT SPECIMENS

MOISTURE CONTENT & DENSITY EVALUATED BY ASTM D 2216 & ASTM D 7263, SPECIFIC GRAVITY ASSUMED

FIGURE B-3



APPENDIX C

Corrosivity Testing (CERCO Analytical)

15 October, 2025

Job No. 2510015

Cust. No. 13270

Ms. Shravya Anipindi
Ninyo & Moore
2149 O'Toole Avenue, Suite 30
San Jose, CA 95131

Subject: Project No.: 404497011
Project Name: Coyote Point Recreation Area Renovation, 1701 Coyote Drive, San Mateo, CA
Corrosivity Analysis – ASTM Test Methods

Dear Ms. Anipindi:

Pursuant to your request, CERCO Analytical has analyzed the soil samples submitted on October 06, 2025. Based on the analytical results, this brief corrosivity evaluation is enclosed for your consideration.

Based upon the resistivity measurements, Samples No. 002 is classified as "corrosive" and Sample No. 001 is classified as "moderately corrosive". All buried iron, steel, cast iron, ductile iron, galvanized steel and dielectric coated steel or iron should be properly protected against corrosion depending upon the critical nature of the structure. All buried metallic pressure piping such as ductile iron firewater pipelines should be protected against corrosion.

The chloride ion concentrations are none detected and 300 mg/kg. Sample No. 002 is considered corrosive to embedded reinforcing steel; and, as such, the concrete mix design shall be adjusted accordingly by a qualified corrosion engineer.

The sulfate ion concentrations are none detected and 31 mg/kg and are determined to be insufficient to damage reinforced concrete structures and cement mortar-coated steel at these locations.

The pH of the soil is 8.21 and 4.45. Sample No. 002 is considered to be corrosive to buried iron, steel, mortar-coated steel and reinforced concrete structures. Therefore, corrosion prevention measures need to be considered for structures to be placed in this acidic soil.

This corrosivity evaluation is based on general corrosion engineering standards and is non-specific in nature. For specific long-term corrosion control design recommendations or consultation, please call *JDH Corrosion Consultants, Inc.* at (925) 927-6630.

We appreciate the opportunity of working with you on this project. If you have any questions, or if you require further information, please do not hesitate to contact us.

Very truly yours,
CERCO ANALYTICAL, INC.



J. Darby Howard, Jr., P.E.
President

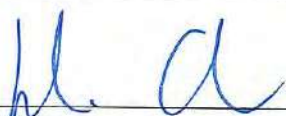
JDH/jdl
Enclosure

Client: Ninyo & Moore
 Client's Project No.: 404497011
 Client's Project Name: Coyote Point Recreation Area Renovation, 1701 Coyote Drive, San Mateo, CA
 Date Sampled: 30-Sep-25
 Date Received: 6-Oct-25
 Matrix: Soil
 Authorization: Signed Chain of Custody

Date of Report: 15-Oct-2025

Job/Sample No.	Sample I.D.	Redox (mV)	pH	Conductivity (umhos/cm)*	Resistivity (100% Saturation) (ohms-cm)	Sulfide (mg/kg)*	Chloride (mg/kg)*	Sulfate (mg/kg)*
2510015-001	B-2/2.5-3.0'	-	8.21	-	3,000	-	N.D.	31
2510015-002	B-3/5.5-6.0'	-	4.45	-	620	-	300	N.D.

Method:	ASTM D1498	ASTM D4972	ASTM D1125M	ASTM G187	ASTM D4658M	ASTM D4327	ASTM D4327
Reporting Limit:	-	-	10	-	50	15	15
Date Analyzed:	-	8-Oct-2025	-	10-Oct-2025	-	14-Oct-2025	14-Oct-2025


 Julia Clauson
 Chemist

* Results Reported on "As Received" Basis

N.D. - None Detected (< 15 mg/kg)



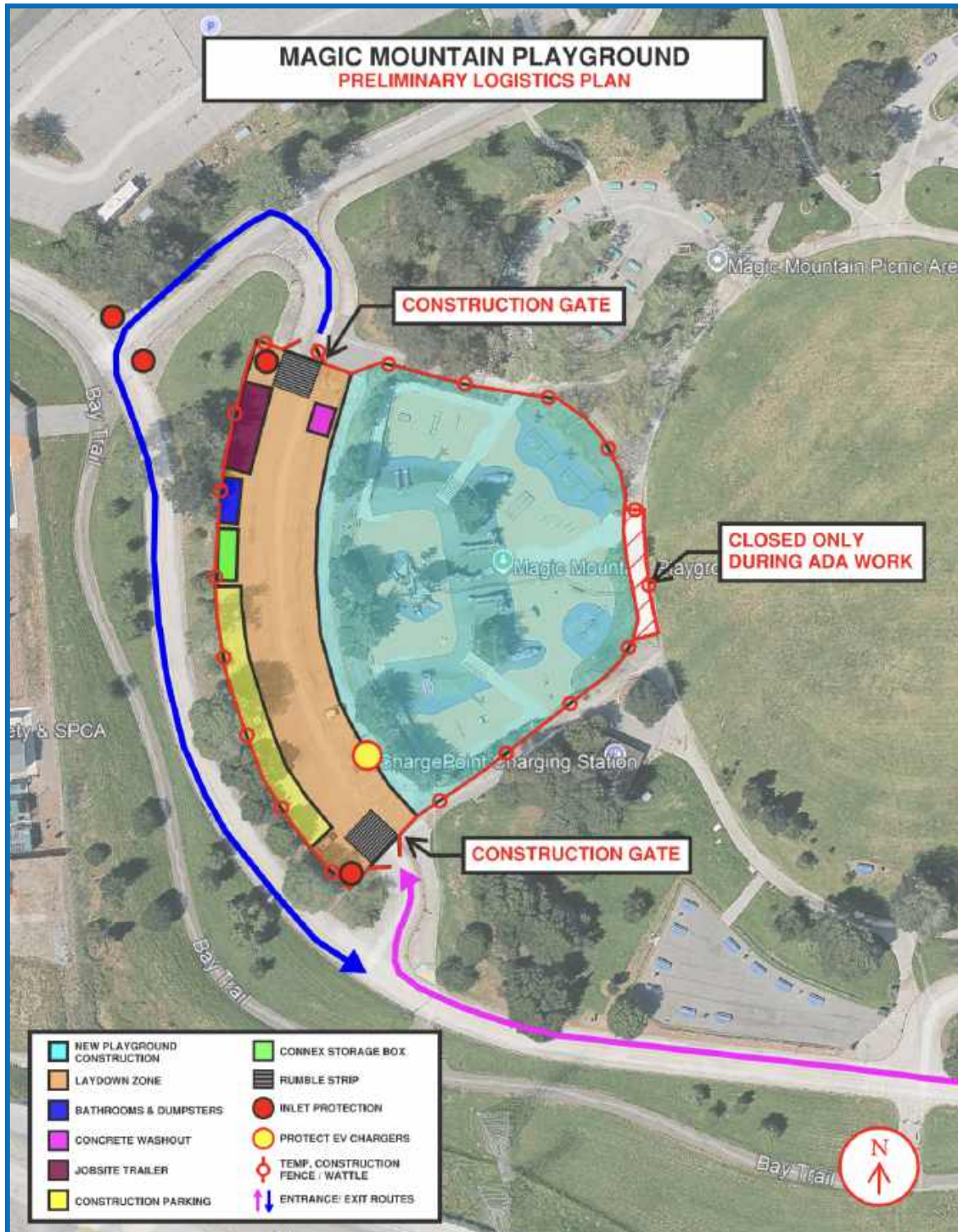
2149 O'Toole Avenue, San Jose, California 95131 | 408.435.9000

ninyoandmoore.com

Exhibit 2D

Site Logistics Plan

A well-organized site is a safe and efficient site. To prepare for the project, we install perimeter fencing for security, signage for community communication, and stormwater control materials for environmental safety. We'll strategically position trailers, parking, and staging areas for optimal workflow so the site runs efficiently and can be adapted for winterization.



**Magic Mountain Playground – Existing Site Observation****Prepared by:** Steven Arnold, CASp #215**Project:** Magic Mountain Playground Renovation**Location:** Coyote Point Recreation Area, San Mateo, CA**Date of Observation:** October 8, 2025**Prepared for:** San Mateo County Parks Department**Contact:**

Todd Mortensen

Senior Project Manager

Capital Program Management (CPM)

495 Seaport Court, Suite 103

Redwood City, CA 94063

m: 909-816-2137

e: toddm@capitalpm.com

The purpose of this accessibility site observation is to evaluate existing conditions at Magic Mountain Playground, located within Coyote Point Recreation Area, San Mateo, California, in preparation for the installation of new playground equipment. The intent of this review is to identify existing barriers that may need to be removed or corrected to comply with the 2022 California Building Code (CBC) Chapter 11B and the 2010 ADA Standards for Accessible Design during construction.

Location / Comment Summary**Parking (North end of parking lot) 70 spaces require minimum 3 (4 provided)**

- Accessible parking stall(s) ISA and access aisle striping and 12" "NO PARKING" are faded or missing and need repainting after large asphalt cracks are sealed (11B-108, and 11B-502.3.30).
- Sign pole is loose and rotates at "Van Accessible" designation and "\$250 min fine" is missing on North and South accessible parking stalls, replace (11B-502.6).
- The accessible route from the South parking area through the curb ramp to the South playground entry was observed to be compliant. (No action needed).

Curb Ramp (North end of parking lot)

- Top landing < 48" depth, extend top curb ramp landing to provide minimum 48" clear at top of curb ramp to landscape area per (11B-406.5.3).

Exterior Accessible Route (Path of Travel)

- Concrete and asphalt surfaces exceed 2.08% cross slope in areas (11B-403.3).

- Root uplifts causing changes in level or gaps > ½" (not beveled per 11B-302.3, and 303.4).
- Repair or replace sections to achieve ≤ 2.08% cross slope and smooth transitions.

Play Area (CBC 11B-1008 – Play Areas)

Scope: All newly constructed or altered public play areas must comply with CBC 11B-1008, including accessible routes to and within the play area, accessible surfacing, and a minimum number and type of accessible play components.

Accessible Route to Play Area (11B-206.2.17 / 11B-1008.2.1)

- Route from play area entrance to the play area exceeds 2.08% cross slope in portions of ramps (11B-405.3).
- Gates are missing 10" smooth kickplates (11B-404.2.10).
- Ramps entering loose fill material exceeds 8.33% slope and requires replacement during renovation (11B-1008.2.5).

Play Area Surfacing (11B-1008.2.6)

- Surfacing must be firm, stable, slip-resistant, and impact-attenuating (ASTM F1951 and F1292).
- Verify compliance as part of renovation.

Site Amenities

- Benches: Missing adjacent 30"×48" clear space (11B-903.2).

Summary of Accessibility Issues

- North accessible parking striping and signage requires repair and maintenance.
- North curb ramp missing 48" top landing.
- Path of travel exceeds 2.08% cross slope; surface gaps > ½".
- Play area lacks continuous accessible route and compliant surfacing.
- Amenities lack required clear floor space.
- Gates lack accessible kickplates.

The site currently includes aging and weathered parking lot signage and striping, on North end of parking area, and a non-compliant upper landing, which should be repaired, resurfaced and restriped to maintain visibility and accessibility.

The route from South play area entry to East main entry exceeds 2.08% cross slope and should be resurfaced as needed.

Several areas within the ramp system leading to the upper level of the playground exhibit cross-slopes are exceeding 2.08%, and one landing was observed to exceed 2.08% in both running and cross-slope directions. These areas should be corrected to provide a level resting surface and compliant cross slopes.

The trees above the picnic areas require trimming to maintain a minimum 80-inch vertical clearance, ensuring unobstructed access for all users.

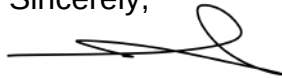
The entry gates to the play area should be fitted with accessible hardware that can be operated without tight grasping, pinching, or twisting of the wrist, and should include a 10-inch high smooth surface (kick plate) along the bottom edge to accommodate wheelchair footrests. All latches and handles must be positioned and designed for reach range compliance and usability by individuals with limited hand strength or dexterity.

The South entry gate (play area side) landing exceeds 2.08% and should be resurfaced.

The route of travel around the playground contains several sections with cross-slopes exceeding 2.08% and gaps in the concrete joints greater than ½ inch, which may present tripping hazards or mobility barriers. These should be repaired or replaced to maintain a continuous, stable, firm, and slip-resistant accessible route.

Overall, the Magic Mountain Playground site demonstrates a strong foundation for accessibility but will benefit from corrective measures to signage, surfacing, and minor grading to ensure full compliance and equitable use for all visitors once the new playground equipment is installed.

Sincerely,



Steven Arnold, CBO, CASp #215
Building Official/Plans Examiner
4Leaf Inc.
2126 Rheem Drive
Pleasanton, Ca. 94588
sarnold@4leafinc.com
925-872-2760 mobile



Coyote Point – Magic Mountain Playground – CASp – pre-construction assessment





The blue circled areas are the main areas out of compliance with slopes and cross slopes.

Exhibit 3A

Scope of Work - Magic Mountain Playground Design Narrative

A Magical Adventure in a Seaside Land

The reimagined Magic Mountain Playground at Coyote Point Park will offer a unique play destination that celebrates imagination, active play, and community character. Drawing inspiration from the park's coastal environment and the community's enthusiasm for the iconic dragons, the design creates a whimsical seaside landscape where friendly sea dragons wind through islands, streams, and play mounds. This approach results in a unified, inclusive, and long-lasting playground that encourages creative play for all ages while supporting the operational needs of San Mateo County Parks.



Community-Guided Design Vision

Community input has shaped our design, with survey results showing strong support for keeping the dragon features and creating a nautical, mystical, and playful theme that matches Coyote Point's blue color palette. These preferences guide our choices for play equipment, colors, and layout. The design encourages creativity and movement, with dragons integrated as interactive elements within a larger story, inviting children to climb, play, and imagine together.





A Dynamic Two-Level Play Experience

We are preserving and enhancing the playground's natural two-level layout to create an engaging, adventure-filled experience. The upper and lower play areas will be visually and physically linked with slides, climbing features, and themed surfaces that evoke the feeling of flowing water and varied landscapes.

A central play hill connects the two levels and serves as a signature feature of the playground. The hill includes:



A minimum of four slides, including two side-by-side slides for social play



One or more slides extending from the upper level to the base level



At least one slide designed for children under age three, located near the tot lot



A minimum of two climbing routes, such as ropes, pegs, or platforms, designed to maximize challenge, creativity, and fun



This approach encourages children of different ages and abilities to engage with the site in multiple ways, reinforcing both physical development and imaginative exploration.



Age-Appropriate Play Without Barriers

Play opportunities are thoughtfully designed for both ages 2–5 and ages 5–12, while avoiding physical separation that limits movement or caregiver supervision. The existing internal fence is removed, creating an open, welcoming environment where children can move freely between zones.

Visual separation is achieved through:

- Curved seat walls inspired by the adjacent Promenade
- Benches and shade structures
- Changes in surface patterns and elevation

This strategy allows parents and caregivers to supervise multiple children at once, with clear sightlines across the playground, while still offering age-appropriate play experiences tailored to different developmental needs.



Signature Play Elements

Responding directly to survey preferences and Facility Design Criteria, the playground incorporates a robust mix of iconic and inclusive play features:



Volo Aire Tower

The community's most popular tower choice, with consideration given to the three-slide option where site constraints allow. Slides are configured to connect both play levels wherever feasible.



Zip Line

A two-bay zip line with one rope-style seat and one accessible bucket seat, measuring a minimum of 55 feet and preferably exceeding 65 feet, carefully positioned to ensure safe circulation and minimize conflicts with other play features.



Swing Area

A minimum of two conventional swings, one bucket swing with harness, and one friendship swing, with additional swings included where feasible to meet community demand.



Tot Lot

A dedicated area for ages 2–5 featuring a tower, climber, double slide, bridge, sensory play elements, and additional age-appropriate features that create a complete and engaging experience for younger children.



Dragons as the Heart of the Story

The iconic dragon features remain the emotional and visual centerpiece of Magic Mountain. Both dragon heads are retained, protected during construction, and repainted to coordinate with the new color scheme. The dragons are reimagined as friendly sea dragons, reinforcing the nautical theme and ensuring they remain welcoming for children of all ages.

Existing speaking tubes connected to the dragons' mouths are preserved and celebrated as interactive features. Select retaining walls and ramp walls are creatively treated with dragon-inspired graphics, such as scales or tails, to visually extend the dragons into the surrounding environment while also helping to mitigate graffiti.



Surfacing as Storytelling

All playground surfacing will be poured-in-place (PIP) rubber, designed for durability and accessibility, as it serves as a regional destination playground. Surfacing patterns play a key role in storytelling, suggesting moats, streams, islands, and waterfalls that guide movement and spark imaginative play.

To mitigate heat gain and surface temperature impacts:

1. Light-colored PIP surfacing is prioritized to increase solar reflectance.
2. Black rubber granule content is limited to a maximum of 30%.
3. PIP surfacing color is restricted to four colors to control heat absorption variability.
4. Shade structures are positioned to reduce solar exposure & lower surface temps.



Shade, Seating & Comfort

Shade is treated as a core amenity, with new shade structures strategically placed to cover play equipment, surfacing, and caregiver seating following the removal of existing trees.

Seating is abundant & intentional, including:

- Benches
- Seat walls
- Shaded observation areas with sightliness play zones

Durable Design & Ease of Maintenance

Materials, equipment, and finishes are selected to deliver lifelong value, supporting the County's current budgetary and operational goals. For example, excluding lawns, trees, bark, sand, and wood fibers from the fenced area simplifies maintenance and improves long-term durability. Existing concrete walkways, ramps, stairs, and retaining walls remain where possible, with required adaptations to meet ADA criteria.

Additional site considerations include:

- **Retention of the existing perimeter fence**, with aesthetic upgrades only if the budget allows
- **Replacement of chain-link guardrails** atop retaining walls with vertical metal picket railings
- **Trash/recycling receptacles at each entry** of the playground and one within the fenced area
- **Reuse of lighting, stormwater systems, and drinking fountains** is included as part of this scope
- **Increased play area circulation and flexibility** by moving picnic tables outside of the fenced area

A Destination Playground Rooted in Place

The redesigned Magic Mountain Playground honors the community's attachment to its dragons while elevating the site into a cohesive, story-driven environment that is playful, inclusive, and resilient. By blending imaginative design with practical durability, the project creates a welcoming place where children can climb, explore, and invent, while caregivers enjoy comfort, visibility, and ease of use.

Exhibit 4

Coyote Point Playground - M&H Fixed Fee Price Proposal (SOV)



Job No.: **250739**
 Job Name: **Coyote Point Playground --- A Magical Adventure in a Seaside Land**
 Client: **San Mateo County**
 Architect/Engineer: **Siegfried Engineers**

ITEM	DESCRIPTION	EXTENSION	COMMENTS / CLARIFICATIONS
SITE DEMOLITION/CLEARING			
1	Remove Engineered Wood Bark	\$20,959.00	Based on RFQ Design Criteria and existing site demo assumptions. Note, existing PIP surfacing is assumed as 3" depth.
2	Remove Fence on Retaining Wall	\$540.00	
3	Remove Internal Fence	\$1,620.00	
4	Remove Landscape (CLEAR AND GRUB)	\$10,536.00	
5	Demo Trees	\$2,550.00	
6	Demo Hardscape (Conc. & AC)	\$11,155.00	
7	Remove Ped. Gate	\$50.00	
8	Remove Pour-in-Place Surfacing	\$23,125.00	
9	Remove Bench	\$100.00	
10	Remove Large Play Structure	\$7,500.00	
11	Remove Misc. Play Features	\$750.00	
12	Remove Slide	\$700.00	
13	Remove Swing	\$400.00	
14	Remove Tables	\$100.00	
15	Remove Trash Receptacle	\$50.00	
		\$80,135.00	
SITE SETUP AND BMP's			
16	Mobilization and Site Setup	\$3,500.00	
17	Traffic control and Site Signage Setup (RFQ req.)	\$8,000.00	Includes an Elec. Auto Message Board
18	Protect Site Features	\$2,000.00	Based on RFQ Design Criteria and existing site demo assumptions. Protect existing concrete path, dragon, fencing, stairs, trees
19	Concrete Washout	\$2,500.00	
20	DI Protection	\$300.00	
21	Rumble Plate	\$8,000.00	
22	Temp. Fence	\$10,305.00	
		\$34,605.00	
ASPHALT PAVING			
23	Asphalt	\$23,786.00	
EARTHWORK			
24	Rough Grading	\$210,000.00	
25	Spoils Offhaul	\$24,500.00	
26	A/B Placement	\$136,500.00	
		\$371,000.00	
SITE CONCRETE			
27	Flatwork Paving at Seating Area	\$44,205.00	4" Thick. No color. Broom finish. Standard tooled joints
28	Stamped Paving at Bridges	\$24,585.00	Stamped color concrete per the playground design drawing
29	Flush Curb to retain PIP	\$13,450.00	4"x4" Industry Std. No color.
30	Seatwalls	\$93,500.00	Per the playground design drawing
31	ADA Curb Ramp	\$7,755.00	
32	Footings for New Wood Benches	\$1,200.00	
		\$184,695.00	
LANDSCAPE & SITE AMENITIES			
33	Site Furnishings (benchings)	\$10,000.00	Misc. furnishings such as benches
34	Play Surfacing (rubberized)	\$996,120.00	Per the playground design drawing
35	Shade Structure	\$140,000.00	
36	Picket Fence on Retaining Wall	\$41,125.00	
37	Wayfinding Signage	\$1,500.00	
		\$1,188,745.00	
PLAY EQUIPMENT			
38	1 Volo Aire Play Structure	\$422,745.25	
39	2 Summit Play Structure	\$125,927.25	
40	3 Mobius Climber (7 Panel)	\$26,248.50	
41	4 Curved Balance Beam	\$1,567.50	
42	5 Cloudburst Slide (Hill play)	\$10,483.25	

Coyote Point Playground - M&H Fixed Fee Price Proposal (SOV)

Job No.: 250739
Job Name: Coyote Point Playground --- A Magical Adventure in a Seaside Land
Client: San Mateo County
Architect/Engineer: Siegfried Engineers



ITEM	DESCRIPTION	EXTENSION	COMMENTS / CLARIFICATIONS
43	6 Climbing Rope Net (Hill play)	\$29,450.00	
44	7 Climbing Ladder (Hill play)	\$24,225.00	
45	8 Surf Slide (Hill play)	\$21,090.00	
46	9 Custom Tower, Bridge, Spiral Slide, Climber	\$71,250.00	
47	10 Climbing Arched (Hill play)	\$4,674.00	
48	11 Climbing Ball Rope (Hill play)	\$8,550.00	
49	12 Rock - The Peak	\$9,504.75	
50	13 Log Steppers 18"	\$13,490.00	
51	14 We Go Round	\$48,207.75	
52	15 Cozy Dome	\$6,379.25	
53	16 ReviRock Bouncer	\$6,260.50	
54	17 Bobble Ride Single	\$6,350.75	
55	18 Bobble Ride Double	\$3,234.75	
56	19 12' Sway Fun Glider	\$36,062.00	
57	20/22 Hedra 3 Bay Swing Frame (Friendship Swing, 3 Belt Seats, + 1 Molded Bucket)	\$18,297.00	
58	20/22 Hedra 2 Bay Swing Frame (Friendship Swing + 2 Belt Seats)	\$12,777.50	
59	21 Global Motion	\$39,515.25	
60	23 Oodle Swing	\$8,735.25	
61	24 Rock - Pinnacle Rock w/ Extended Climbing Rope	\$43,700.00	
62	25 Log Balance Beam	\$5,196.50	
63	26 Hemisphere Climber	\$36,432.50	
64	27 50' ZipKrooz 1 Standard + 1 Assisted Bay	\$42,764.50	
		\$1,083,119.00	

\$2,966,085.00	Construction Cost
\$20,515.00	Precon Services
\$199,500.00	Engineering Services
\$222,456.00	General Conditions
\$147,000.00	Construction Administration
\$3,555,556.00	
\$44,444.00	Bond/Insurance
\$200,000.00	Required Owner Allowance
\$3,800,000.00	

Price Proposal Condition: Site improvements and play equipment shown on the design plans is illustrative of the proposed design intent. Final equipment selection, layout, and exact locations will be finalized during the working drawings phase and shall comply with the approved program, design intent, and all applicable codes and standards.



Extra Work Labor Rates:

WITH MARKUP

7/1/2025 to 6/30/2026

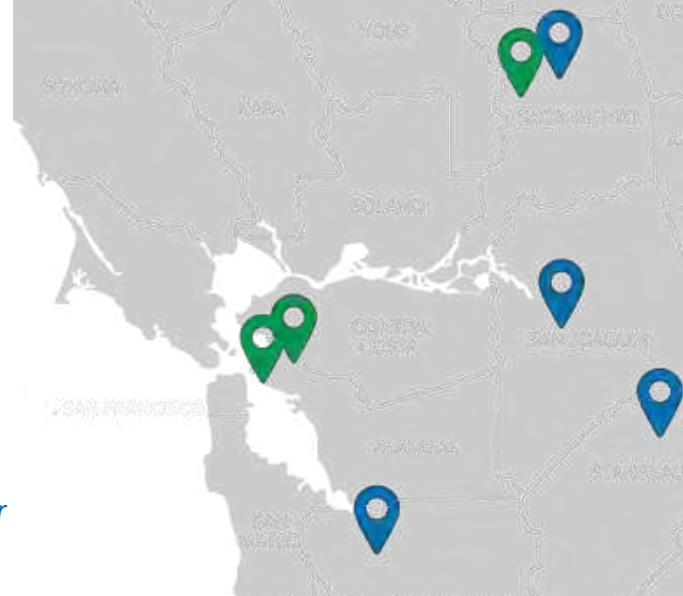
Description	Reg. Time	x1.5	x2
Cement Mason	\$ 140.00	\$ 186.00	\$ 232.00
Cement Mason Foreman	\$ 170.00	\$ 231.00	\$ 291.00
Carpenter	\$ 181.00	\$ 244.00	\$ 306.00
Carpenter Foreman	\$ 195.00	\$ 265.00	\$ 335.00
Labor General	\$ 121.00	\$ 158.00	\$ 195.00
Labor Foreman	\$ 172.00	\$ 234.00	\$ 296.00
OE Operator	\$ 178.00	\$ 240.00	\$ 302.00
OE Grade Checker	\$ 172.00	\$ 231.00	\$ 291.00
OE Finish Blade	\$ 182.00	\$ 247.00	\$ 311.00
OE Foreman	\$ 195.00	\$ 266.00	\$ 338.00
Teamster	\$ 139.00	\$ 182.00	\$ 226.00
Project Accountant	\$ 152.00	\$ 152.00	\$ 152.00
Project Engineer	\$ 155.00	\$ 155.00	\$ 155.00
Project Manager	\$ 231.00	\$ 231.00	\$ 231.00
Project Superintendent	\$ 278.00	\$ 278.00	\$ 278.00

Exhibit 5

Proposed Project Team and Expertise

a. Organizational Chart

McGuire & Hester (M&H) has hand-picked the following dedicated employees to staff the team for the Coyote Point Playground from preconstruction through ribbon-cutting and close-out. Our team demonstrates extensive experience in collaborating to deliver public playground modernization projects & similar park reconstructions. [See detailed resumes for key personnel following the org chart.](#)



b. Resumes



EDUCATION

B.S. Civil Engineering
Cal Poly Pomona

CERTIFICATIONS

- First Aid & CPR Certified
- OSHA 10

SKILLS

- Construction Management
- Cost Analysis and Value Engineering
- Coordination and Collaboration
- Communication and Presentation
- Planning, Technical Reviews, Execution, and Administration
- Extensive Knowledge of Heavy Civil Construction

BRYCE FREDERICK

Preconstruction Project Manager
bfrederick@mcguireandhester.com



SUMMARY

Bryce began his construction career in 2007, specializing in Heavy Civil infrastructure projects defined by complex technical and public-facing challenges. As a Preconstruction Project Manager, he leads projects across the full life cycle from concept and design coordination to construction and owner turnover. He combines analytical problem-solving with strong communication and team leadership to align stakeholders, reduce risk, and deliver constructible solutions that meet owner objectives.

ROLES & RESPONSIBILITIES

- **Project Liaison:** Coordinates meetings and aligns scope, schedule, and milestones. Manages documentation, deliverables, and phase transitions.
- **Estimate Development:** Collaborates with estimators and trade partners to set budgets, refine quantities, and execute value engineering.
- **Procurement:** Oversees long-lead material acquisition, subcontractor outreach, bid packaging, and scope coordination.

EXPERIENCE

- City of San Mateo, Citywide Street Reconstruction Phase 4 - **\$8MM**
- SF Municipal Transp. Agency, Van Ness Rapid BRT - **\$200MM**
- Colorado Dep. Transp., HWY US34 Permanent Repairs - **\$112MM**
- Cal. Dep. of Transp., Adin Maintenance Station - **\$14MM**
- Alameda Public Works, Foothill Road Emergency Repair - **\$2MM**

REFERENCES

Mike Zdenek

California Department of
Transportation
Resident Engineer
mike.zdenek@dot.ca.gov
530-638-6133

Paul Barr

Ghilotti
Project Manager
paulb@ghilotti.com
925-595-5678





CHRIS SMITH

Construction Project Manager

Crsmith@mcguireandhester.com



SUMMARY

Chris entered the construction industry to build work that strengthens his community. With over 20 years of experience managing projects of varying size and discipline, he brings a strong foundation in technical expertise, oversight, and stakeholder coordination. As a Project Manager, Chris leads multidisciplinary teams with accountability and collaboration to ensure goals are met through safe, efficient delivery.

EDUCATION

B.S. Applied Human Science
- Construction Management
Colorado State University

CERTIFICATIONS

- CPR 1st Aid AED

SKILLS

- Construction Management
- Cost Analysis and Value Engineering
- Coordination and Collaboration
- Communication and Presentation
- Planning, Technical Reviews, Execution, and Administration
- Extensive Knowledge of Heavy Civil Construction

ROLES & RESPONSIBILITIES

- **Project Oversight:** Directs daily operations and the project team to ensure contract compliance, schedule adherence, and budget control while upholding safety and quality standards.
- **Schedule & Logistics:** Facilitate collaboration to develop project schedules, phasing plans, and site logistics that maximize construction efficiency while minimizing disruption to the public.
- **Change Management:** Identifies scope or field changes early and provides timely notice to the Owner. Collaborates with teams to mitigate budget and schedule impacts while ensuring contract-aligned resolutions.

EXPERIENCE

- Stockton, Athletic Fields Renovation - **\$15.8MM**
- Oakland Ballers, Raimondi Park Baseball Field Renovation - **\$3.1MM**
- San Francisco, Bay Bridge - YBITS1 - **\$200+MM**
- San Francisco, Bay Bridge - OTD1 - **\$200M**
- San Francisco, Bay Bridge - Emergency Contract - **\$3MM**
- San Francisco, Bay Bridge - OTDD - **\$35MM**
- Hayward, 3D STRATEGIES - B St / San Lorenzo Creek - **\$416K**

REFERENCES

Greg Allen

Ghilotti Construction Company

VP of Structures Division

gallen@ghiloti.com

925-200-9175

Jackie Cheng

Bay Cities Paving and Grading

Area Manager

jcheng@baycities.us

707-975-5222





ANDREW CLEMONS

Project Engineer

Aclemons@mcguireandhester.com



EDUCATION

Civil Engineering
California Polytechnic State
University San Luis Obispo

CERTIFICATIONS

- OSHA 10
- Confined Space
- CPR First Aid
- Excavation Competent Person

SKILLS

- Construction Management
- Quality Assurance
- Safety Management
- Process Improvement
- CPM Scheduling
- Cost Report Management
- Project Cost Control
- Project Status Reports

SUMMARY

Andrew began his career with the McGuire and Hester team in 2023, entering the construction industry with a drive to deliver work that produces visible, real-world results. He thrives on complex projects and values being the first contractor engaged, supporting early planning, coordination, and project strategy. In his role as Project Engineer, Andrew applies strengths in communication, planning, and scheduling to advance the team and achieve project goals.

ROLES & RESPONSIBILITIES

- **Submittals & RFIs:** Create and maintain the Submittal log. Review project documents for conflicts and issue RFIs for resolution.
- **Document Control:** Maintain current document control software and ensure teams work from the latest approved files.
- **Field Coordination:** Coordinate daily field operations across crews and update schedules as work progresses. Implement project quality and safety procedures.
- **Procurement & Schedule:** Order construction materials, schedule subcontractors, manage laydown and access during construction.

EXPERIENCE

- UCSF, Parnassus Campus Emerg. Fire Water Connection - **\$4.5MM**
- UCSF, Parnassus Water Main Remediation and Upgrades - **\$3MM**
- UCSF, Parnassus Heights Cup Diesel Tanks Replacement - **\$1.2MM**

REFERENCES

Sebastian Franco

H & R underground

Project Manager/Estimator

sebastian@handrunderground.com

510-691-1346

Jonah Ng

Kimley Horn

Civil Analyst

jonah.ng@kimley-horn.com

310-704-6212





PAUL J. SCHNEIDER

PE, QSD/QSP

Civil Engineer

pjs@siegfriedeng.com



SUMMARY

Paul is recognized throughout the engineering community for his comprehensive knowledge, technical skills, and his ability to manage major development projects and a wide variety of park & playground projects. His expertise is showcased in his strong ability to direct Siegfried's major projects, beginning with conceptual master planning, and continuing through the design of site infrastructure and improvement plans. As President and Principal of Siegfried, Paul is held in high regard for his strong ability to solve complex engineering and construction problems and finish projects on time and within budget.

ROLES & RESPONSIBILITIES

- **Site Evaluation & Design Support:** Assess conditions, ensure ADA compliance, and coordinate playground and site layouts.
- **Construction Oversight:** Monitor demolition and installation to ensure quality, safety, and adherence to plans.
- **Infrastructure Coordination:** Site development, infrastructure and accessibility improvements to support the final site restoration.

EXPERIENCE

- City of Mountain View, Mountain View Community Center - **\$23.5M**
- City of Sacramento, Tahoe Park - **\$5M**
- City of Sacramento, Robertson Park & Community Center - **\$3M**
- City of Stockton, Fong Park - **\$2.47M**
- City of Roseville, Harry Crabb Park - **\$2.2M**
- City of Stockton, Pixie Woods Playground - **\$200K**

REFERENCES

Travis Pazin

City of Stockton

travis.pazin@stocktonca.gov

209-937-5654

Jodi Almassy

Mtn. House Community Service District

jalmassy@sjgov.org

209-639-3220

EDUCATION

B.S. Civil Engineering
University of the Pacific

B.A. Liberal Arts
Saint Mary's College of CA

CERTIFICATIONS

- CA Civil Engineer
No. 62498
- Qualified SWPPP
Developer No. 575
- Qualified SWPPP
Provider No. 575

SKILLS

- Project Leadership
- Infrastructure Design
- Multidisciplinary
Coordination
- Regulatory Compliance
- Client Relations
- Site Development
- Project Management
- Stormwater
Management
- Grading Design
- Roadway Design
- Permit Coordination
- Drainage Systems





THAIS DEL CASTILLO

PLA, LEED® AP

Landscape Architect

tdelcastillo@siegfriedeng.com



SIEGFRIED

EDUCATION

Bachelor of Landscape
Architecture

California Polytechnic State
University, San Luis Obispo

CERTIFICATIONS

- CA Landscape Architect
No. 4836
- LEED Accredited
Professional

SKILLS

- Project Leadership
- Infrastructure Design
- Multidisciplinary
Coordination
- Regulatory Compliance
- Client Relations
- Grading Plans
- LEED Accreditation

SUMMARY

Thais Del Castillo has over 20 years of experience in planning and landscape architecture on a wide range of project types, including parks, higher education, healthcare, multi-family residential, retail, and office. Thais appreciates landscape architecture as the perfect combination of art and science and brings a multidisciplinary approach to each of her projects. Thais is organized and disciplined and coordinates closely with clients, consultants, and contractors to ensure design ideas are implemented in construction.

ROLES & RESPONSIBILITIES

- **Site Planning & Layout:** Develop playground and site improvement plans, including age-group separation, circulation, and overall spatial organization.
- **Playground & Amenity Design:** Select and configure play structure, surfacing, site furnishings to meet safety and aesthetic goals.
- **Construction Coordination:** Provide design intent oversight and collaborate with contractors to maintain quality and consistency.

EXPERIENCE

- City of Stockton, Fong Park - **\$2.47M**
- San Joaquin County, Shumway Oak Grove Park - **\$1.5M**
- Stockton, Shriners Hospital Outdoor Play Area - **\$1M**
- City of Stockton, Grupe Park Pickle Ball Courts - **\$280K**
- San Joaquin County, Gianone Park - **\$250K**
- Alchemist Community Dev. Corp., Alchemist Public Market - **\$600K**
- UC Davis Health, Folsom Medical Office Building - **\$182M**

REFERENCES

Lisa Hinton

UC Davis

lmhinton@ucdavis.edu

916-606-7649

Joshua Hernandez Zavala

San Joaquin County

jhzavala@sjgov.org

209-953-7046



ROBERT J. NORBUTAS JR.



PLA

Landscape Architect

bnorbutas@siegfriedeng.com

EDUCATION

Bachelor of Landscape
Architecture

California Polytechnic State
University, San Luis Obispo

CERTIFICATIONS

- CA Landscape Architect
No. 5595

SKILLS

- Project Leadership
- Infrastructure Design
- Multidisciplinary
Coordination
- Regulatory Compliance
- Client Relations
- Plant Material Selection
- Sustainability
Integration
- ADA Compliance Layout

SUMMARY

Robert successfully manages and directs a broad range of projects, providing oversight and leadership to some of Siegfried's largest projects. His top priority is interacting with clients to understand their needs and ensure their projects are user-focused and transformative. He brings high-level design to his projects, from concept through project implementation. As a passionate participant in the Landscape Architecture profession, he continues to raise the quality of his work. He performs inspection services once his design is under construction.

ROLES & RESPONSIBILITIES

- **ADA & Code Compliance:** Ensure all site features, walkways, and access routes meet ADA and local regulatory standards.
- **Planting & Irrigation Design:** Plan tree removal, new landscaping, and irrigation modifications for sustainability and visual appeal.

EXPERIENCE

- City of Sacramento, Robertson Park & Community Center - **\$3M**
- City of Roseville, Harry Crabb Park - **\$2.2M**
- City of Stockton, Fong Park - **\$2.47M**
- San Joaquin County, Shumway Oak Grove Park - **\$1.5M**
- Stockton, Shriners Hospital Outdoor Play Area - **\$1M**
- San Joaquin County, Gianone Park - **\$250K**
- San Joaquin, Thornton Community Play Area & Soccer Field - **\$580K**
- City of Stockton, Pixie Woods Playground - **\$200K**

REFERENCES

Travis Pazin

City of Stockton

travis.pazin@stocktonca.gov

209-937-5654

Jodi Almassy

Mtn. House Community Service

District

jalmassy@sigov.org

209-639-3220





						2025	2026					2027		
S/N	ID	ELEMENT NAME	DUR	START DATE	FINISH DATE		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
1	▼ --	250739 - Coyote Point Playground	268	02/25/2026	11/19/2026			▼ 250739 - Coyote Point Playground						
2	▼ Milestones	Milestones	268	02/25/2026	11/19/2026			▼ Milestones						
3	◇ MIL00000	Notice to Proceed with Design Phase (02/25/2026) CP	0	02/25/2026	02/25/2026			◇ CP Notice to Proceed with Design Phase (02/25/2026) ● 02/25/2026						
4	◇ MIL00010	Design Workshop #1 - Alternate Conceptual Design - Magic ... CP	0	02/25/2026	02/25/2026			◇ CP Design Workshop #1 - Alternate Conceptual Design - Magic Mountain ● 02/25/2026						
5	◇ MIL00020	Design Workshop #2 - Alternate Conceptual Design - Magic ... CP	0	03/03/2026	03/03/2026			◇ CP Design Workshop #2 - Alternate Conceptual Design - Magic Mountain ● 03/03/2026						
6	◇ MIL00030	Design Solution Selected (03/20/2026) CP	0	03/23/2026	03/23/2026			◇ CP Design Solution Selected (03/20/2026) ● 03/23/2026						
7	◇ MIL00040	Construction Plan Set Complete - Magic Mountain CP	0	06/24/2026	06/24/2026				◇ CP Construction Plan Set Complete - Magic Mountain ● 06/24/2026					
8	◇ MIL00050	Substantial Completion (10/15/2026) CP	0	10/15/2026	10/15/2026						◇ CP Substantial Completion (10/15/2026) ● 10/15/2026			
9	MIL00060	Historical Rain Days [6 Days]	6	10/16/2026	10/23/2026						Historical Rain Days [6 Days]			
10	MIL00070	Punchlist & Closeout [5 Weeks] CP	25	10/16/2026	11/19/2026						CP Punchlist & Closeout [5 Weeks]			
11	◆ MIL00080	Final Completion (11/19/2026) CP	0	11/19/2026	11/19/2026						◆ CP Final Completion (11/19/2026) ● 11/19/2026			
12	▼ Preconst...	Preconstruction	169	02/25/2026	08/12/2026			▼ Preconstruction						
13	▼ Design	Design	119	02/25/2026	06/23/2026			▼ Design						
14	DES10000	Develop - Alternate Conceptual Design - Magic Mountain CP	8	02/25/2026	03/06/2026			CP Develop - Alternate Conceptual Design - Magic Mountain						
15	DES10010	Community Input - Proposed Design Solutions - Magic ... CP	10	03/09/2026	03/20/2026			CP Community Input - Proposed Design Solutions - Magic Mountain						
16	DES10020	Develop - Schematic Design - Magic Mountain CP	10	03/23/2026	04/03/2026			CP Develop - Schematic Design - Magic Mountain						
17	DES10030	Develop - Demolition Early Package - Magic Mountain	10	04/06/2026	04/17/2026			Develop - Demolition Early Package - Magic Mountain						
18	DES10040	Develop - Design Packages - Magic Mountain CP	20	04/06/2026	05/01/2026			CP Develop - Design Packages - Magic Mountain						
19	DES10050	County Review - Schematic Design - Magic Mountain	5	04/06/2026	04/10/2026			County Review - Schematic Design - Magic Mountain						
20	DES10060	Design Coordination - Play Structure Vendor - Magic Mountain	10	04/13/2026	04/24/2026			Design Coordination - Play Structure Vendor - Magic Mountain						
21	DES10070	County Review - Demolition Early Package - Magic Mountain	5	04/20/2026	04/24/2026			County Review - Demolition Early Package - Magic Mountain						
22	DES10080	County Review - Design Packages - Magic Mountain	5	05/04/2026	05/08/2026			County Review - Design Packages - Magic Mountain						
23	DES10090	Develop - 100% Construction Documents - Magic Mountain CP	20	05/04/2026	06/01/2026			CP Develop - 100% Construction Documents - Magic Mountain						
24	DES10100	Design Coordination - Play Structure Vendor - Magic Mountain	10	05/11/2026	05/22/2026			Design Coordination - Play Structure Vendor - Magic Mountain						
25	DES10110	County Review - 100% Construction Documents - Magic ... CP	5	06/02/2026	06/08/2026			CP County Review - 100% Construction Documents - Magic Mountain						
26	DES10120	Incorporate - County Comments - Magic Mountain CP	10	06/09/2026	06/23/2026			CP Incorporate - County Comments - Magic Mountain						
27	▼ Procure...	Procurement	79	05/26/2026	08/12/2026			▼ Procurement						
28	PRO200...	Prepare - Submittal Play Structures - Magic Mountain	5	05/26/2026	06/01/2026			Prepare - Submittal Play Structures - Magic Mountain						
29	PRO200...	Prepare - Submittal Shade Structures - Magic Mountain	5	05/26/2026	06/01/2026			Prepare - Submittal Shade Structures - Magic Mountain						
30	PRO200...	Prepare - Submittal Site Furnishings - Magic Mountain & Eucalyptus	5	05/26/2026	06/01/2026			Prepare - Submittal Site Furnishings - Magic Mountain & Eucalyptus						
31	PRO200...	Design Review - Submittal Play Structures - Magic Mountain	10	06/02/2026	06/15/2026			Design Review - Submittal Play Structures - Magic Mountain						
32	PRO200...	Design Review - Submittal Shade Structures - Magic Mountain	10	06/02/2026	06/15/2026			Design Review - Submittal Shade Structures - Magic Mountain						
33	PRO200...	Review - Submittal Site Furnishings - Magic Mountain & Eucalyptus	10	06/02/2026	06/15/2026			Review - Submittal Site Furnishings - Magic Mountain & Eucalyptus						
34	PRO200...	Procure - Play Structures - Magic Mountain	40	06/16/2026	08/12/2026			Procure - Play Structures - Magic Mountain						
35	PRO200...	Procure - Shade Structures - Magic Mountain	40	06/16/2026	08/12/2026			Procure - Shade Structures - Magic Mountain						
36	PRO200...	Procure - Site Furnishings - Magic Mountain & Eucalyptus	40	06/16/2026	08/12/2026			Procure - Site Furnishings - Magic Mountain & Eucalyptus						
37	▼ Construc...	Construction	172	04/27/2026	10/15/2026			▼ Construction						
38	▼ Magic	Magic Mountain	172	04/27/2026	10/15/2026			▼ Magic Mountain						
39	MTN300...	Park's Department Salvage - Park Materials - Magic Mountain	5	04/27/2026	05/01/2026			Park's Department Salvage - Park Materials - Magic Mountain						
40	MTN300...	Mobilize - Jobsite - Magic Mountain	5	05/04/2026	05/08/2026			Mobilize - Jobsite - Magic Mountain						
41	MTN300...	Install - Site BMPs - Magic Mountain	5	05/04/2026	05/08/2026			Install - Site BMPs - Magic Mountain						
42	MTN300...	Remove - Existing Trees & Landscape - Magic Mountain	5	05/11/2026	05/15/2026			Remove - Existing Trees & Landscape - Magic Mountain						
43	MTN300...	Remove - Existing Structures - Magic Mountain	5	05/18/2026	05/22/2026			Remove - Existing Structures - Magic Mountain						

						2025	2026				2027			
S/N	ID	ELEMENT NAME	DUR	START DATE	FINISH DATE		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
43		MTN300... Remove - Existing Structures - Magic Mountain		5	05/18/2026	05/22/2026			Remove - Existing Structures - Magic Mountain					
44		MTN300... Demolition - Existing Hardscape & Softscape - Magic Mountain		5	05/26/2026	06/01/2026			Demolition - Existing Hardscape & Softscape - Magic Mountain					
45		MTN300... Rough Grade - Site - Magic Mountain	CP	6	06/24/2026	07/01/2026			CP Rough Grade - Site - Magic Mountain					
46		MTN300... FPS - Footings Structures - Magic Mountain	CP	15	07/02/2026	07/23/2026			CP FPS - Footings Structures - Magic Mountain					
47		MTN300... Install - Irrigation Sleeves - Magic Mountain		4	07/02/2026	07/08/2026			Install - Irrigation Sleeves - Magic Mountain					
48		MTN300... Place - Aggregate Base - Magic Mountain	CP	3	07/24/2026	07/28/2026			CP Place - Aggregate Base - Magic Mountain					
49		MTN301... FPS - Sidewalk & Curb - Magic Mountain	CP	5	07/29/2026	08/04/2026			CP FPS - Sidewalk & Curb - Magic Mountain					
50		MTN301... Place - PIP - Magic Mountain	CP	20	08/05/2026	09/01/2026			CP Place - PIP - Magic Mountain					
51		MTN301... ELB - Irrigation Lines - Magic Mountain		7	08/05/2026	08/13/2026			ELB - Irrigation Lines - Magic Mountain					
52		MTN301... Install - Landscaping - Magic Mountain		15	08/14/2026	09/03/2026			Install - Landscaping - Magic Mountain					
53		MTN301... Install - Play Structures - Magic Mountain	CP	10	09/02/2026	09/16/2026			CP Install - Play Structures - Magic Mountain					
54		MTN301... Install - Shade Structures - Magic Mountain	CP	5	09/17/2026	09/23/2026			CP Install - Shade Structures - Magic Mountain					
55		MTN301... Install - Site Furnishings - Magic Mountain	CP	5	09/24/2026	09/30/2026			CP Install - Site Furnishings - Magic Mountain					
56		MTN301... Grade - Parking Lot - Magic Mountain	CP	5	10/02/2026	10/08/2026			CP Grade - Parking Lot - Magic Mountain					
57		MTN301... Paint - Dragon Features - Magic Mountain		2	10/02/2026	10/05/2026			Paint - Dragon Features - Magic Mountain					
58		MTN301... Install - Fencing - Magic Mountain		2	10/06/2026	10/07/2026			Install - Fencing - Magic Mountain					
59		MTN302... Pave - Parking Lot - Magic Mountain	CP	2	10/09/2026	10/13/2026			CP Pave - Parking Lot - Magic Mountain					
60		MTN302... Install - Signage & Striping - Magic Mountain	CP	2	10/14/2026	10/15/2026			CP Install - Signage & Striping - Magic Mountain					



Exhibit 7

TAB 6

**PROPOSED
CONCEPTUAL
DESIGN**

Scope of Work - Magic Mountain Playground Design Narrative

A Magical Adventure in a Seaside Land

The reimagined Magic Mountain Playground at Coyote Point Park will offer a unique play destination that celebrates imagination, active play, and community character. Drawing inspiration from the park's coastal environment and the community's enthusiasm for the iconic dragons, the design creates a whimsical seaside landscape where friendly sea dragons wind through islands, streams, and play mounds. This approach results in a unified, inclusive, and long-lasting playground that encourages creative play for all ages while supporting the operational needs of San Mateo County Parks.



Community-Guided Design Vision

Community input has shaped our design, with survey results showing strong support for keeping the dragon features and creating a nautical, mystical, and playful theme that matches Coyote Point's blue color palette. These preferences guide our choices for play equipment, colors, and layout. The design encourages creativity and movement, with dragons integrated as interactive elements within a larger story, inviting children to climb, play, and imagine together.





A Dynamic Two-Level Play Experience

We are preserving and enhancing the playground's natural two-level layout to create an engaging, adventure-filled experience. The upper and lower play areas will be visually and physically linked with slides, climbing features, and themed surfaces that evoke the feeling of flowing water and varied landscapes.

A central play hill connects the two levels and serves as a signature feature of the playground. The hill includes:



A minimum of four slides, including two side-by-side slides for social play



One or more slides extending from the upper level to the base level



At least one slide designed for children under age three, located near the tot lot



A minimum of two climbing routes, such as ropes, pegs, or platforms, designed to maximize challenge, creativity, and fun



This approach encourages children of different ages and abilities to engage with the site in multiple ways, reinforcing both physical development and imaginative exploration.



Age-Appropriate Play Without Barriers

Play opportunities are thoughtfully designed for both ages 2–5 and ages 5–12, while avoiding physical separation that limits movement or caregiver supervision. The existing internal fence is removed, creating an open, welcoming environment where children can move freely between zones.

Visual separation is achieved through:

- Curved seat walls inspired by the adjacent Promenade
- Benches and shade structures
- Changes in surface patterns and elevation

This strategy allows parents and caregivers to supervise multiple children at once, with clear sightlines across the playground, while still offering age-appropriate play experiences tailored to different developmental needs.



Signature Play Elements

Responding directly to survey preferences and Facility Design Criteria, the playground incorporates a robust mix of iconic and inclusive play features:



Volo Aire Tower

The community's most popular tower choice, with consideration given to the three-slide option where site constraints allow. Slides are configured to connect both play levels wherever feasible.



Zip Line

A two-bay zip line with one rope-style seat and one accessible bucket seat, measuring a minimum of 55 feet and preferably exceeding 65 feet, carefully positioned to ensure safe circulation and minimize conflicts with other play features.



Swing Area

A minimum of two conventional swings, one bucket swing with harness, and one friendship swing, with additional swings included where feasible to meet community demand.



Tot Lot

A dedicated area for ages 2–5 featuring a tower, climber, double slide, bridge, sensory play elements, and additional age-appropriate features that create a complete and engaging experience for younger children.



Dragons as the Heart of the Story

The iconic dragon features remain the emotional and visual centerpiece of Magic Mountain. Both dragon heads are retained, protected during construction, and repainted to coordinate with the new color scheme. The dragons are reimagined as friendly sea dragons, reinforcing the nautical theme and ensuring they remain welcoming for children of all ages.

Existing speaking tubes connected to the dragons' mouths are preserved and celebrated as interactive features. Select retaining walls and ramp walls are creatively treated with dragon-inspired graphics, such as scales or tails, to visually extend the dragons into the surrounding environment while also helping to mitigate graffiti.



Surfacing as Storytelling

All playground surfacing will be poured-in-place (PIP) rubber, designed for durability and accessibility, as it serves as a regional destination playground. Surfacing patterns play a key role in storytelling, suggesting moats, streams, islands, and waterfalls that guide movement and spark imaginative play.

To mitigate heat gain and surface temperature impacts:

1. Light-colored PIP surfacing is prioritized to increase solar reflectance.
2. Black rubber granule content is limited to a maximum of 30%.
3. PIP surfacing color is restricted to four colors to control heat absorption variability.
4. Shade structures are positioned to reduce solar exposure & lower surface temps.



Shade, Seating & Comfort

Shade is treated as a core amenity, with new shade structures strategically placed to cover play equipment, surfacing, and caregiver seating following the removal of existing trees.

Seating is abundant & intentional, including:

- Benches
- Seat walls
- Shaded observation areas with sightliness play zones

Durable Design & Ease of Maintenance

Materials, equipment, and finishes are selected to deliver lifelong value, supporting the County's current budgetary and operational goals. For example, excluding lawns, trees, bark, sand, and wood fibers from the fenced area simplifies maintenance and improves long-term durability. Existing concrete walkways, ramps, stairs, and retaining walls remain where possible, with required adaptations to meet ADA criteria.

Additional site considerations include:

- **Retention of the existing perimeter fence**, with aesthetic upgrades only if the budget allows
- **Replacement of chain-link guardrails** atop retaining walls with vertical metal picket railings
- **Trash/recycling receptacles at each entry** of the playground and one within the fenced area
- **Reuse of lighting, stormwater systems, and drinking fountains** is included as part of this scope
- **Increased play area circulation and flexibility** by moving picnic tables outside of the fenced area

A Destination Playground Rooted in Place

The redesigned Magic Mountain Playground honors the community's attachment to its dragons while elevating the site into a cohesive, story-driven environment that is playful, inclusive, and resilient. By blending imaginative design with practical durability, the project creates a welcoming place where children can climb, explore, and invent, while caregivers enjoy comfort, visibility, and ease of use.

Proposed Design - Playground Structures



UPPER PLAY AREA



* 1 PLAY STRUCTURE
VOILE AIRE/ EXTENDED SLIDE



2 PLAY STRUCTURE
SUMMIT



3 MOBIUS CLIMBER
7 PANELS



4 CURVED BALANCE BEAM

GENERAL PLAYGROUND EQUIPMENT NOTES

1. ALL EQUIPMENT SHOWN SHALL BE LANDSCAPE STRUCTURES, INC. UNLESS NOTED.
2. ★ REPRESENTS EQUIPMENT THAT REQUIRES MODIFICATION TO STANDARD PRODUCTS BY ITS CONFIGURATION, LENGTH, SIZE, ACCESSORIES OR ATTACHMENTS.
3. EQUIPMENT WILL BE COLOR COORDINATED WITH THEMING OF THE PLAY AREA AND RUBBERIZED SURFACING COLORS.
4. SOME PLAYGROUND FEATURES MAY REQUIRED MODIFICATIONS TO PRODUCT LINE STANDARD MODELS.
5. ALL EQUIPMENT SHALL COMPLY WITH ALL ACCESSIBILITY AND CODE REQUIREMENTS.
6. PLAY EQUIPMENT LAYOUT SHALL ENCOURAGE CHILDREN OF DIFFERENT AGES AND ABILITIES TO INTERACT WITHIN THE SITE REINFORCING PHYSICAL DEVELOPMENT, SENSORY EXPERIENCES AND IMAGINATIVE EXPLORATION.

SITE DESIGN SHOWN ON THESE PLANS IS ILLUSTRATIVE OF THE PROPOSED DESIGN INTENT. FINAL AMENITIES, EQUIPMENT SELECTION, LAYOUT, AND EXACT LOCATIONS WILL BE FINALIZED DURING THE WORKING DRAWINGS PHASE AND SHALL COMPLY WITH THE APPROVED PROGRAM, DESIGN INTENT, AND ALL APPLICABLE CODES AND STANDARDS.

HILLSIDE PLAY AREA



* 5 HILL PLAY
CLODBURST SLIDE/ EXTENDED



* 6 HILL PLAY
CLIMBING ROPE NET



* 7 HILL PLAY
CLIMBING LADDER



* 8 HILL PLAY
SURF SLIDE/ EXTENDED (2)



* 9 HILL PLAY
TOWER
EXTENDED BRIDGE
SPIRAL SLIDE
CLIMBING



* 10 HILL PLAY
CLIMBING ARCHES (8)



* 11 HILL PLAY
CLIMBING BALL ROPE (3)

LOWER PLAY AREA



12 ROCK
THE PEAK



13 LOG STEPPERS (20)



14 WE-GO-ROUND



15 COZY DOME



16 REVI ROCK BOUNCER



17 BOBBLE RIDE SINGLE



18 BOBBLE RIDE DOUBLE



19 12" SWAY FUN GLIDER



20 HEDRA SWING FRAME (3)
STANDARD SWING (3)
BUCKET SWING (1)
FRIENDSHIP SWING (1)



21 GLOBAL MOTION



22 HEDRA SWING FRAME (2)
STANDARD SWING (2)
FRIENDSHIP SWING (1)



23 OODLE SWING



* 24 PINNACLE ROCK (1)
EXTENDED CLIMBING ROPE



25 LOG BALANCE BEAM



26 HEMISPHERE CLIMBER (2)



27 50' ZIPKROOZ ASSISTED (1)
50' ZIPKROOZ (1)

PROPOSED SITE
Playground Structures

Coyote Point Recreation Area - Playground Replacement Project
Magic Mountain Playground
San Mateo, California

'Magical Adventure in a Seaside Land'

01.23.2026

Proposed Design - Paving and Site Amenities



PROPOSED POUR-IN-PLACE RUBBERIZED SURFACING PLAN

EQUIPMENT COLOR SELECTION SHALL COORDINATE AND CORRESPOND WITH THE RUBBERIZED PALETTE.

RUBBERIZED DESIGN INSPIRATION

RUBBERIZED BOULDER MOUNDING FEATURE

CLIMBING DOT FEATURE

WATER
COLOR PALETTE

LAND

DRAGON BODY

FEATURES

DRAGON HEAD
COLOR PALETTE (PAINTED)

EXISTING SITE AMENITIES TO REMAIN

1 CONCRETE WALKWAYS

2 PERIMETER CHAINLINK FENCE

3 CONCRETE STAIRS AND HANDRAIL

4 RAMP AND RAIL POST
CHAINLINK FENCE TO BE REMOVED

5 TRASH RECEPTACLE

6 BENCH

7 DRAGON HEADS
SHALL BE REPAINTED PER
COLOR SCHEME

8 DRAGONS TALKING TUBES



- SITE DEMOLITION NOTES**
1. PLAY EQUIPMENT & FURNITURE
 - 1.1. PLAYGROUND STRUCTURES
 - 1.2. PLAYGROUND DIVIDER FENCE
 - 1.3. RAMP CHAINLINK FENCING
 - 1.4. WOOD BENCH
 - 1.5. METAL PICNIC TABLES
 2. PAVING & HARDSCAPE
 - 2.1. PLAYGROUND MULCH
 - 2.2. CONCRETE
 - 2.3. CONCRETE MOWBANDS
 3. LANDSCAPE
 - 3.1. IRRIGATION
 - 3.2. LAWN
 - 3.3. TREES
 - 3.4. STUMP, ROOTS
 - 3.5. SHRUBS
 - 3.6. LANDSCAPE BARK MULCH

PAVING AND SITE AMENITIES PLAN

PROPOSED SITE AMENITIES

A VERTICAL PICKET METAL FENCING
AT RAMP AND ZIPLINE AREA

B COLOR CONCRETE FAUX BRIDGE
BOARD PLANK STAMP/ FLUSH

C BENCH
TO MATCH EXISTING

D CONCRETE
STANDARD GREY
MEDIUM BROOM FINISH

E CONCRETE SEATWALLS
TO MATCH PROMENADE

SIDE STAMPING

F TRIANGLE SHADE SAILS

G CANTILEVER SHADE SAILS

PROPOSED SITE
Paving & Amenities

'Magical Adventure in a Seaside Land'

01.23.2026

Exhibit 8



PROPOSAL

FOR DESIGN-BUILD CONSTRUCTION SERVICES

Coyote Point - Playground Replacement Project

January 23, 2025



Respondent
McGuire and Hester

9009 Railroad Ave,
Oakland, CA 94603

510.632.7676

510.562.5210



TAB 1

COVER LETTER



January 23, 2026

County of San Mateo
455 County Center, 4th Floor
Redwood City, CA 94063

RE: SMCP Coyote Point Playground Replacement Project Design-Build RFP

Dear Mike Wassermann,

McGuire and Hester and Siegfried Engineering have a strong history of successful collaboration on public projects similar to the Coyote Point Playground Replacement. Our teams have partnered on multiple site development and recreational facility projects, combining Siegfried's expertise in civil and site design with our self-perform construction capabilities. This partnership has resulted in efficient project delivery, clear communication, and high-quality outcomes for our clients.

Through our past work together, we have developed a seamless workflow that emphasizes early coordination, proactive problem-solving, and a shared commitment to meeting client goals. Our experience as a team allows us to anticipate challenges, streamline decision-making, and deliver projects that are both functional and responsive to community needs. This established partnership ensures that the County will benefit from a cohesive, experienced team dedicated to the success of the Coyote Point Playground Replacement Project.

We acknowledge receipt of Addenda 1, 2, and 3, dated 12/23/25, 1/12/2026, and 1/20/2026, respectively.

Enclosed with this submission are all required proposal materials, including forms, technical information, and supporting documentation as outlined in the RFP. We confirm that all information contained in this Proposal is true and correct, as attested by both McGuire and Hester and Siegfried Engineering.

We are committed to a collaborative process that engages County staff and stakeholders from project inception through completion. Our approach emphasizes open communication, early constructability reviews, and value-driven design solutions to ensure the project is delivered on schedule and within the established target cost. McGuire and Hester utilizes alternative delivery methods and technology-enabled coordination to minimize waste, maximize value, and provide a seamless transition from design through construction.

Bruce Daseking is authorized to contractually bind the agreement on behalf of our team. During the evaluation and procurement phases, Bryce Frederick, our Preconstruction Project Manager, will serve as the primary point of contact. Jim Garnevicus will oversee operations as our regional Area Manager. We recognize the County's clear vision for this project and look forward to working together to create a vibrant, inclusive, and lasting playground at Coyote Point.

Sincerely,

Bruce Daseking
VP of Business Development
9009 Railroad Ave, Oakland, CA 94603
estimating@mcguireandhester.com
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TAB 2

TABLE OF CONTENTS

TABLE OF CONTENTS

SECTION 1 - Cover Letter	2
SECTION 2 - Table of Contents	4
SECTION 3 - Exceptions to the Solicitation	6
SECTION 4 - Technical Proposal	8
SECTION 5 - Review Comments on the Proposed Agreement	32
SECTION 6 - Proposed Conceptual Design	34
SECTION 7 - Proposed Project Schedule with milestones	39
SECTION 8 - Proposed Schedule of Values based on Fixed Fee Price Proposal	41
SECTION 9 - Appendix	43





TAB 3

EXCEPTIONS TO THE SOLICITATION

Exceptions to the solicitation, or to the final revised solicitation:

*McGuire and Hester confirms that our proposal contains **no exceptions** to the Request for Proposal (RFP) documentation.*





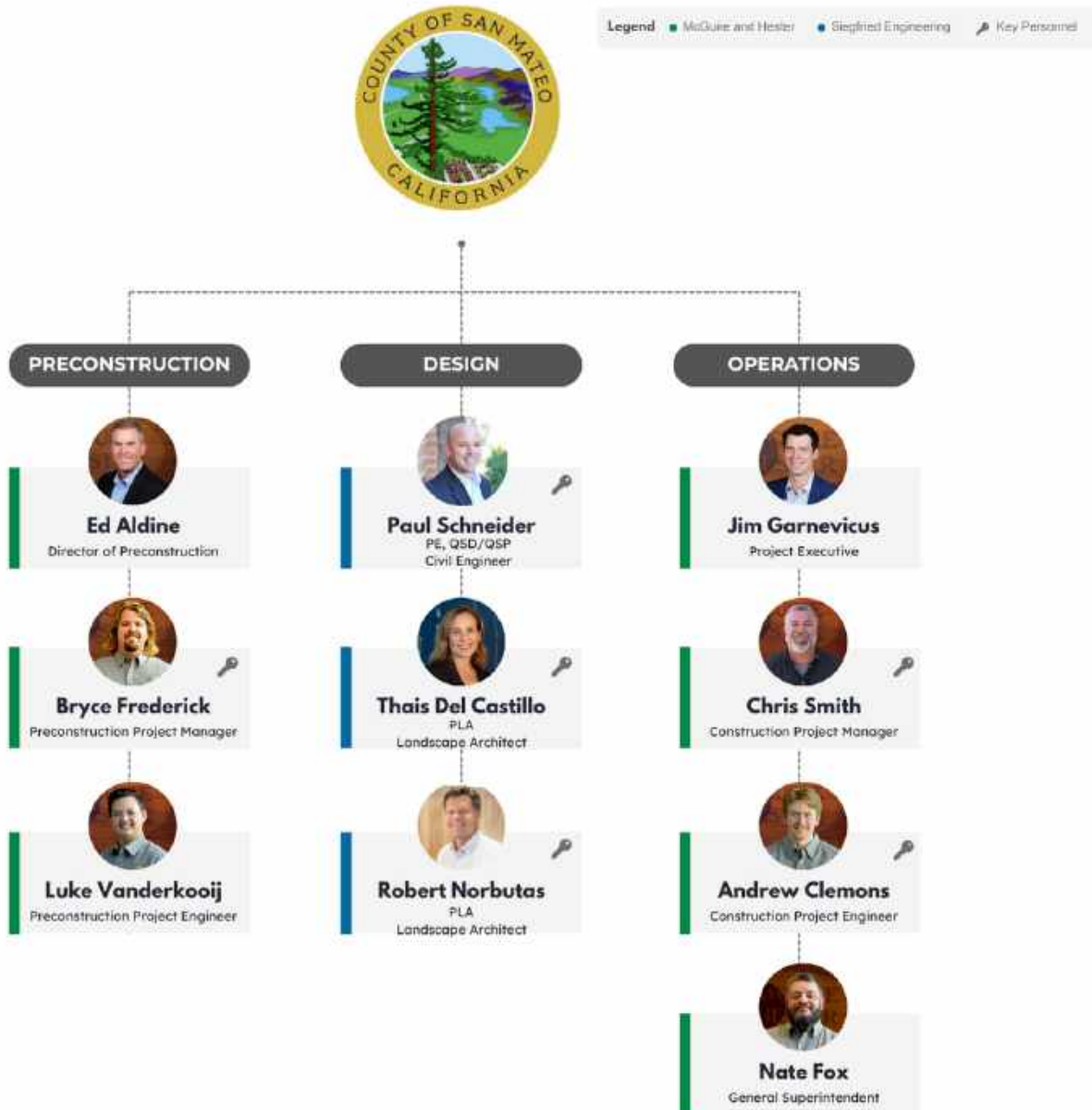
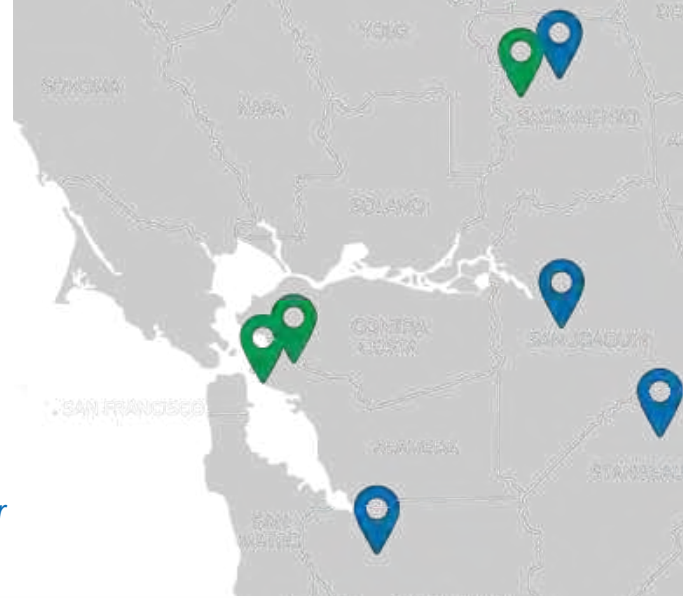
TAB 4

TECHNICAL PROPOSAL

Proposed Project Team and Expertise

a. Organizational Chart

McGuire & Hester (M&H) has hand-picked the following dedicated employees to staff the team for the Coyote Point Playground from preconstruction through ribbon-cutting and close-out. Our team demonstrates extensive experience in collaborating to deliver public playground modernization projects & similar park reconstructions. [See detailed resumes for key personnel following the org chart.](#)



b. Resumes



BRYCE FREDERICK

Preconstruction Project Manager
bfrederick@mcguireandhester.com



EDUCATION

B.S. Civil Engineering
Cal Poly Pomona

CERTIFICATIONS

- First Aid & CPR Certified
- OSHA 10

SKILLS

- Construction Management
- Cost Analysis and Value Engineering
- Coordination and Collaboration
- Communication and Presentation
- Planning, Technical Reviews, Execution, and Administration
- Extensive Knowledge of Heavy Civil Construction

SUMMARY

Bryce began his construction career in 2007, specializing in Heavy Civil infrastructure projects defined by complex technical and public-facing challenges. As a Preconstruction Project Manager, he leads projects across the full life cycle from concept and design coordination to construction and owner turnover. He combines analytical problem-solving with strong communication and team leadership to align stakeholders, reduce risk, and deliver constructible solutions that meet owner objectives.

ROLES & RESPONSIBILITIES

- **Project Liaison:** Coordinates meetings and aligns scope, schedule, and milestones. Manages documentation, deliverables, and phase transitions.
- **Estimate Development:** Collaborates with estimators and trade partners to set budgets, refine quantities, and execute value engineering.
- **Procurement:** Oversees long-lead material acquisition, subcontractor outreach, bid packaging, and scope coordination.

EXPERIENCE

- City of San Mateo, Citywide Street Reconstruction Phase 4 - **\$8MM**
- SF Municipal Transp. Agency, Van Ness Rapid BRT - **\$200MM**
- Colorado Dep. Transp., HWY US34 Permanent Repairs - **\$112MM**
- Cal. Dep. of Transp., Adin Maintenance Station - **\$14MM**
- Alameda Public Works, Foothill Road Emergency Repair - **\$2MM**

REFERENCES

Mike Zdenek

California Department of
Transportation
Resident Engineer
mike.zdenek@dot.ca.gov
530-638-6133

Paul Barr

Ghilotti
Project Manager
paulb@ghilotti.com
925-595-5678





CHRIS SMITH

Construction Project Manager

Crsmith@mcguireandhester.com



EDUCATION

B.S. Applied Human Science
- Construction Management
Colorado State University

CERTIFICATIONS

- CPR 1st Aid AED

SKILLS

- Construction Management
- Cost Analysis and Value Engineering
- Coordination and Collaboration
- Communication and Presentation
- Planning, Technical Reviews, Execution, and Administration
- Extensive Knowledge of Heavy Civil Construction

SUMMARY

Chris entered the construction industry to build work that strengthens his community. With over 20 years of experience managing projects of varying size and discipline, he brings a strong foundation in technical expertise, oversight, and stakeholder coordination. As a Project Manager, Chris leads multidisciplinary teams with accountability and collaboration to ensure goals are met through safe, efficient delivery.

ROLES & RESPONSIBILITIES

- **Project Oversight:** Directs daily operations and the project team to ensure contract compliance, schedule adherence, and budget control while upholding safety and quality standards.
- **Schedule & Logistics:** Facilitate collaboration to develop project schedules, phasing plans, and site logistics that maximize construction efficiency while minimizing disruption to the public.
- **Change Management:** Identifies scope or field changes early and provides timely notice to the Owner. Collaborates with teams to mitigate budget and schedule impacts while ensuring contract-aligned resolutions.

EXPERIENCE

- Stockton, Athletic Fields Renovation - **\$15.8MM**
- Oakland Ballers, Raimondi Park Baseball Field Renovation - **\$3.1MM**
- San Francisco, Bay Bridge - YBITS1 - **\$200+MM**
- San Francisco, Bay Bridge - OTD1 - **\$200M**
- San Francisco, Bay Bridge - Emergency Contract - **\$3MM**
- San Francisco, Bay Bridge - OTDD - **\$35MM**
- Hayward, 3D STRATEGIES - B St / San Lorenzo Creek - **\$416K**

REFERENCES

Greg Allen

Ghilotti Construction Company

VP of Structures Division

gallen@ghiloti.com

925-200-9175

Jackie Cheng

Bay Cities Paving and Grading

Area Manager

jcheng@baycities.us

707-975-5222





ANDREW CLEMONS

Project Engineer

Aclemons@mcguireandhester.com



EDUCATION

Civil Engineering
California Polytechnic State
University San Luis Obispo

CERTIFICATIONS

- OSHA 10
- Confined Space
- CPR First Aid
- Excavation Competent Person

SKILLS

- Construction Management
- Quality Assurance
- Safety Management
- Process Improvement
- CPM Scheduling
- Cost Report Management
- Project Cost Control
- Project Status Reports

SUMMARY

Andrew began his career with the McGuire and Hester team in 2023, entering the construction industry with a drive to deliver work that produces visible, real-world results. He thrives on complex projects and values being the first contractor engaged, supporting early planning, coordination, and project strategy. In his role as Project Engineer, Andrew applies strengths in communication, planning, and scheduling to advance the team and achieve project goals.

ROLES & RESPONSIBILITIES

- **Submittals & RFIs:** Create and maintain the Submittal log. Review project documents for conflicts and issue RFIs for resolution.
- **Document Control:** Maintain current document control software and ensure teams work from the latest approved files.
- **Field Coordination:** Coordinate daily field operations across crews and update schedules as work progresses. Implement project quality and safety procedures.
- **Procurement & Schedule:** Order construction materials, schedule subcontractors, manage laydown and access during construction.

EXPERIENCE

- UCSF, Parnassus Campus Emerg. Fire Water Connection - **\$4.5MM**
- UCSF, Parnassus Water Main Remediation and Upgrades - **\$3MM**
- UCSF, Parnassus Heights Cup Diesel Tanks Replacement - **\$1.2MM**

REFERENCES

Sebastian Franco

H & R underground

Project Manager/Estimator

sebastian@handrunderground.com

510-691-1346

Jonah Ng

Kimley Horn

Civil Analyst

jonah.ng@kimley-horn.com

310-704-6212





PAUL J. SCHNEIDER

PE, QSD/QSP

Civil Engineer

pjs@siegfriedeng.com



SUMMARY

Paul is recognized throughout the engineering community for his comprehensive knowledge, technical skills, and his ability to manage major development projects and a wide variety of park & playground projects. His expertise is showcased in his strong ability to direct Siegfried's major projects, beginning with conceptual master planning, and continuing through the design of site infrastructure and improvement plans. As President and Principal of Siegfried, Paul is held in high regard for his strong ability to solve complex engineering and construction problems and finish projects on time and within budget.

ROLES & RESPONSIBILITIES

- **Site Evaluation & Design Support:** Assess conditions, ensure ADA compliance, and coordinate playground and site layouts.
- **Construction Oversight:** Monitor demolition and installation to ensure quality, safety, and adherence to plans.
- **Infrastructure Coordination:** Site development, infrastructure and accessibility improvements to support the final site restoration.

EXPERIENCE

- City of Mountain View, Mountain View Community Center - **\$23.5M**
- City of Sacramento, Tahoe Park - **\$5M**
- City of Sacramento, Robertson Park & Community Center - **\$3M**
- City of Stockton, Fong Park - **\$2.47M**
- City of Roseville, Harry Crabb Park - **\$2.2M**
- City of Stockton, Pixie Woods Playground - **\$200K**

REFERENCES

Travis Pazin

City of Stockton

travis.pazin@stocktonca.gov

209-937-5654

Jodi Almassy

Mtn. House Community Service District

jalmassy@sjgov.org

209-639-3220

EDUCATION

B.S. Civil Engineering
University of the Pacific

B.A. Liberal Arts
Saint Mary's College of CA

CERTIFICATIONS

- CA Civil Engineer
No. 62498
- Qualified SWPPP
Developer No. 575
- Qualified SWPPP
Provider No. 575

SKILLS

- Project Leadership
- Infrastructure Design
- Multidisciplinary
Coordination
- Regulatory Compliance
- Client Relations
- Site Development
- Project Management
- Stormwater
Management
- Grading Design
- Roadway Design
- Permit Coordination
- Drainage Systems





THAIS DEL CASTILLO

PLA, LEED® AP

Landscape Architect

tdelcastillo@siegfriedeng.com



SIEGFRIED

EDUCATION

Bachelor of Landscape
Architecture

California Polytechnic State
University, San Luis Obispo

CERTIFICATIONS

- CA Landscape Architect
No. 4836
- LEED Accredited
Professional

SKILLS

- Project Leadership
- Infrastructure Design
- Multidisciplinary
Coordination
- Regulatory Compliance
- Client Relations
- Grading Plans
- LEED Accreditation

SUMMARY

Thais Del Castillo has over 20 years of experience in planning and landscape architecture on a wide range of project types, including parks, higher education, healthcare, multi-family residential, retail, and office. Thais appreciates landscape architecture as the perfect combination of art and science and brings a multidisciplinary approach to each of her projects. Thais is organized and disciplined and coordinates closely with clients, consultants, and contractors to ensure design ideas are implemented in construction.

ROLES & RESPONSIBILITIES

- **Site Planning & Layout:** Develop playground and site improvement plans, including age-group separation, circulation, and overall spatial organization.
- **Playground & Amenity Design:** Select and configure play structure, surfacing, site furnishings to meet safety and aesthetic goals.
- **Construction Coordination:** Provide design intent oversight and collaborate with contractors to maintain quality and consistency.

EXPERIENCE

- City of Stockton, Fong Park - **\$2.47M**
- San Joaquin County, Shumway Oak Grove Park - **\$1.5M**
- Stockton, Shriners Hospital Outdoor Play Area - **\$1M**
- City of Stockton, Grupe Park Pickle Ball Courts - **\$280K**
- San Joaquin County, Gianone Park - **\$250K**
- Alchemist Community Dev. Corp., Alchemist Public Market - **\$600K**
- UC Davis Health, Folsom Medical Office Building - **\$182M**

REFERENCES

Lisa Hinton

UC Davis

lmhinton@ucdavis.edu

916-606-7649

Joshua Hernandez Zavala

San Joaquin County

jhzavala@sjgov.org

209-953-7046



ROBERT J. NORBUTAS JR.



PLA

Landscape Architect

bnorbutas@siegfriedeng.com

EDUCATION

Bachelor of Landscape
Architecture

California Polytechnic State
University, San Luis Obispo

CERTIFICATIONS

- CA Landscape Architect
No. 5595

SKILLS

- Project Leadership
- Infrastructure Design
- Multidisciplinary
Coordination
- Regulatory Compliance
- Client Relations
- Plant Material Selection
- Sustainability
Integration
- ADA Compliance Layout

SUMMARY

Robert successfully manages and directs a broad range of projects, providing oversight and leadership to some of Siegfried's largest projects. His top priority is interacting with clients to understand their needs and ensure their projects are user-focused and transformative. He brings high-level design to his projects, from concept through project implementation. As a passionate participant in the Landscape Architecture profession, he continues to raise the quality of his work. He performs inspection services once his design is under construction.

ROLES & RESPONSIBILITIES

- **ADA & Code Compliance:** Ensure all site features, walkways, and access routes meet ADA and local regulatory standards.
- **Planting & Irrigation Design:** Plan tree removal, new landscaping, and irrigation modifications for sustainability and visual appeal.

EXPERIENCE

- City of Sacramento, Robertson Park & Community Center - **\$3M**
- City of Roseville, Harry Crabb Park - **\$2.2M**
- City of Stockton, Fong Park - **\$2.47M**
- San Joaquin County, Shumway Oak Grove Park - **\$1.5M**
- Stockton, Shriners Hospital Outdoor Play Area - **\$1M**
- San Joaquin County, Gianone Park - **\$250K**
- San Joaquin, Thornton Community Play Area & Soccer Field - **\$580K**
- City of Stockton, Pixie Woods Playground - **\$200K**

REFERENCES

Travis Pazin

City of Stockton

travis.pazin@stocktonca.gov

209-937-5654

Jodi Almassy

Mtn. House Community Service

District

jalmassy@sigov.org

209-639-3220

c. Approach to Team Communication, Collaboration, and County Engagement

McGuire & Hester and Siegfried Engineering bring decades of collaborative experience to this project. Our established chemistry ensures seamless integration with the County's Project Manager, staff, all technical consultants, project inspectors, committees, and the surrounding community.



Structured Meetings

We believe that successful projects are built on transparency and early communication. Our meeting structure is designed to go beyond simple status updates, serving instead as a proactive forum for alignment and risk mitigation.

	Customized Frequency: Suggested weekly coordination meetings, or an altered meeting schedule as needed for field conditions. Our team is flexible to the County's expectations.
	Decisive Leadership: A McGuire and Hester Project Manager will act as the central point of contact and lead discussions with the entire team.
	Comprehensive Agenda: Every meeting will cover old and new business, RFI and submittal reviews, areas for improvement, general project updates, and reiterate team deliverables.

Our meeting schedule ensures discussions remain focused on the community's interests and action items are clearly assigned and tracked. By involving County and M&H leadership in a single forum, we foster a "one-team" mentality that eliminates communication gaps and expedites approvals.

Real-Time Communication Tools

Our team utilizes cloud-based tools like **MS Project**, **Autodesk Build**, **Procore**, and **Google Suite** to provide a single, live source of information. These platforms centralize documentation and enable real-time tracking of progress and timelines. By ensuring instant access to shared data and comments, we eliminate redundancy and maintain total clarity for all stakeholders. **See more tools we utilize:**

Bid Updates	Scheduling	Collaborative Tracking	Design Coordination
PDF Markup	Document Sharing	Field Reports	Project Management



One Team Collaboration

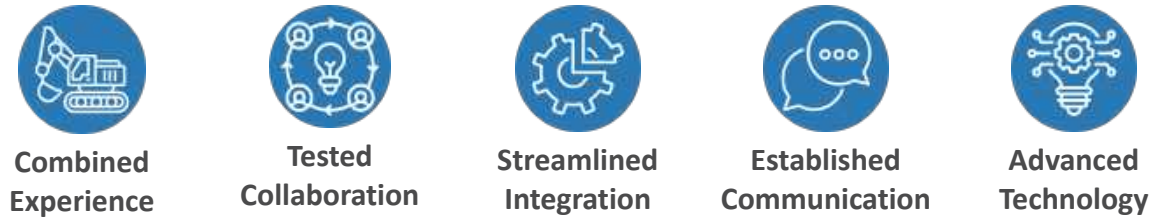
When you choose us, you get one team combining its expertise to create the best value for the County. McGuire & Hester and Siegfried’s 10 years of design-build partnership form the foundation of the relationship, allowing our teams to work as a cohesive unit. Our familiarity with collaborative processes enables streamlined decision-making and fosters a goal-oriented environment for developing project deliverables. **Key benefits of our team’s experience collaborating:**



Valuable Input for Better Output

By involving our builders from the very start of the design process, we can spot opportunities and solve challenges before groundbreaking. This close collaboration ensures a seamless transition from paper to pavement, resulting in a high-quality project delivered on time and within budget, backed by a team truly invested in the final result.

M&H + Siegfried Partnership Strengths



Partnership With The County

Our approach centers on a strong partnership with San Mateo County. We engage with the County early, involving subject-matter experts, program managers, and key stakeholders to identify risks and develop proactive solutions. **Our dedicated preconstruction team allows us to address challenges early, minimize delays, and prevent scope creep.** Through clear communication and shared responsibility, we support efficient decisions, reduce conflicts, and promote innovative, cost-effective methods, ensuring the project is done with the quality and accountability the County expects.



Work Structure with the Community & County

McGuire and Hester will organize and carry out the following phases to ensure the delivery of a project that meets all stakeholders needs and expectations.

Phase 1: County Engagement	Phase 2: Community Input	Phase 3: Coordinated Delivery
● Kick-off meeting w/ the County ● Review proposed plan & establish expectations ● Align objectives & mitigate scope gap/overlap	● Hold community meeting & present renderings ● Discuss vision for execution and the overall project ● Finalize design w/ all partners	● Support County operations during construction ● Ensure safety & minimize disruption to Coyote Point ● Maintain communication

Aligned with the County's Mission - Safety Program



M&H mandates that safety is a priority on all our projects. Our robust and comprehensive safety program is integral to the success of every project, fostering a safe workplace, enhancing productivity, and reducing costs. **By partnering with Siegfried and the County, we will better develop a safety plan that reduces site-specific hazards, prioritizes environmental and public health, and improves constructability.** Our proactive approach includes an early hazard analysis, tailored mitigation strategies, and continuous updates to our safety plan.

We are committed to delivering a high-quality, cost-effective park through early planning, purposeful design, and efficient construction methods and means. **Our approach reduces risk, maintains the project schedule, and ensures the best use of public funds.**



d. Design and Construction Experience

Having delivered hundreds of design-build projects for local municipalities, **we create designs that honor community goals and maximize investment.** We refine our design-build delivery through LEAN management strategies, including:

- **Target Value Design:** Use the budget as the primary design guide.
- **Continuous Constructability Reviews:** Ensure practical, efficient plans.
- **Critical Path Scheduling:** Prioritizing essential project phases.



Our **extensive background** in design-build, paired with our **established partnership** with Siegfried, ensures seamless delivery and budget-focused design decisions. We take pride in our ability to maximize the value and best handle public funds for the project. It is essential to maintain a high standard of safety and quality while remaining flexible and responsive to your needs.

Past Design-Build Success Stats

Project	Approach	Impact to County / Owner
Stanley Middle School	Applied value engineering and constructability to evaluate design efficiencies and sequencing options.	Removed over \$1 MM in costs without reducing project scope.
Cherryland Elementary School	Retained and reused excavation spoils on-site through coordinated planning with the County.	Enabled added scope within the original contract amount.
Hayward Fault Seismic Retrofit	Identified unnecessary elements during field review and incorporated value-engineered alternatives.	Provided \$350K+ in savings , offsetting cost from added scope.
Well Rehab Phase 2A	Increased productivity and optimized revisions during a challenging redesign.	\$55K+ savings through value engineered redesign and schedule.

Relevant Scope & Self-Perform Strength

Our team offers an **all-in-one solution for complex park and playground projects.** By performing most of the work ourselves, we maintain direct control over quality, safety, and schedule. This internal expertise and streamlined management, supplemented by trusted subcontractors, allow us to deliver robust services uniquely fit to your project goals. With a proven history of partnership success, we are uniquely equipped to deliver community-focused construction services by the October rainy season. **On the following pages we highlighted 10 successful projects that closely align with Coyote Point’s scope.**





Presidio Tunnel Tops Park

Location: San Francisco
Contract: Design-Bid-Build
Role: Subcontractor

Facility Type: Picnic & Play Area
Construction SF/Size: 14 Acres
Client: The Presidio Trust

Contract Value: \$23MM
Construction Start: Nov. 2019
Construction Finish: Jul. 2022

Scopes of Work: Landscape, Irrigation, Paving, Underground

Features: Natural Play Structures, Custom Boulders, Site Furnishings, ADA Compliant Concrete

Description: M&H played a key role in the construction of Tunnel Tops Park in San Francisco's Presidio, including the addition of the playground. Our work included installation of natural play equipment, landscape and irrigation improvements, various utilities, parking lot paving, and decomposed granite surfacing to create inviting picnic & play areas for park visitors. We achieved a 99% plant survival rate.

Challenges/Complexity: The project required careful logistical planning and field coordination. Work was performed alongside an active Muni bus stop and was phased for access to nearby businesses.



McCandless Park

Location: Milpitas
Contract: Design-Bid-Build
Role: Prime

Facility Type: Park Playground
Construction SF/Size: 4.8 Acres
Client: City of Milpitas

Contract Value: \$6.7MM
Construction Start: Jun. 2021
Construction Finish: Apr. 2023

Scopes of Work: Site Prep, Earthwork, Underground, Concrete, Landscape

Features: Play Structures, Poured-in-Place Rubber Surface, Shade Structures, Site Furnishings, Fence

Description: M&H served as the general contractor to construct a new park and install essential amenities for the City of Milpitas. Similar to the scope of Coyote Point, we installed play structures, spinners, embankment slides, net climbers, and more play equipment that satisfies a range of age groups. The park is a central gathering point for the community, offering shade gazebos and picnic tables tucked between the new landscape and decomposed granite paths.

Challenges/Complexity: Working within heavily populated areas can be difficult; however, our crews prioritized working around the public and focusing on safety while producing quality work on time.





Closter Park Revitalization

Location: Salinas

Contract: Public-Private Partner

Role: Prime

Facility Type: Park Playground

Construction SF/Size: 6.6 Acres

Client: City of Salinas

Contract Value: \$7.1MM

Construction Start: Apr. 2025

Construction Finish: Mar. 2026

Scopes of Work: Earthwork, Grading, Underground, Concrete, Landscape

Features: Play Structure, Shade Structure, Rubber Pour-in-Place Surface, Site Furnishings, ADA Conc.

Description: For this project we installed a variety of improvements from playgrounds for various age groups to fitness equipment, sport courts, and shaded picnic areas. Supported by a parks & recreation grant, we meticulously studied the input from the community to meet community vision needs and expectations they have for their park.

Challenges/Complexity: Due to the selected restroom vendor's lead-time, we worked with the city to revise the schedule, allowing other construction to proceed while awaiting delivery and installation.



Mission Bay Park P6 Project

Location: San Francisco

Contract: Design-Bid-Build

Role: Prime

Facility Type: Children's Park

Construction SF/Size: 2.5 Acres

Client: Mission Bay Dev. Group

Contract Value: \$1.7MM

Construction Start: May 2014

Construction Finish: Nov. 2015

Scopes of Work: Demo, Grading, Landscape, Concrete, Fencing, Electrical

Features: Play Structures, Site Furnishings, Rubber Pour-in-Place Surface, Interactive Natural Features

Description: This project serves as Mission Bay Park's dedicated children's play location. This park integrates vibrant, interactive rubber-surfaced play zones with a designated playground. Additionally there are picnic and seating areas for groups of up to 25 people with amenities like drinking fountains and bike racks. This project earned multiple awards for its added contribution to the community.

Challenges/Complexity: Due to a fire at an adjacent property, we prioritized high-level coordination and adaptability to ensure our construction was in sync with the next-door recovery and rebuild.



Joseph 'Joey' Lopes Park

Location: West Sacramento

Contract: Design-Bid-Build

Role: Prime

Facility Type: Park

Construction SF/Size: 3.8 Acres

Client: City of West Sacramento

Contract Value: \$2.8MM

Construction Start: Dec. 2015

Construction Finish: Apr. 2016

Scopes of Work: Grading, Underground, Landscape, Concrete

Features: Play Structures, Shade Structures, Site Furnishings, ADA Concrete, Sport Courts

Description: Similar to Coyote Point, this project was funded by a state grant and is activated with programming to fill the needs of the surrounding community. The park features two playgrounds, one each for younger and older children, with shade structure covered picnic areas.

Challenges/Complexity: Due to the location of the site, we focused heavily on site security and safety to manage community dynamics and protect materials from vandalism. We approached these concerns with proactive communication, ensuring the project remained protected and professional.



Econome Family Park

Location: Folsom, CA

Contract: Design-Bid-Build

Role: Prime

Facility Type: Park

Construction SF/Size: 12 Acres

Client: City of Folsom

Contract Value: \$6.1M

Construction Start: 2015

Construction Finish: 2018

Scopes of Work: Civil Engineering, Land Surveying, Landscape Architecture

Features: Master Planning, Multi-Disciplinary, Athletic Fields, Playgrounds, Bike Trails

Description: Siegfried provided master planning and construction documents for Folsom's new 12-acre park with significant athletic amenities. Through extensive community outreach and coordination with the City, the final design balances neighborhood concerns while delivering sports fields, courts, playgrounds, picnic areas, and connections to the local trail network.

Challenges/Complexity: The challenge of fitting major sports facilities next to homes was addressed through collaborative planning that balanced athletic needs with neighborhood concerns.



Harry Crabb Park Phase II

Location: Roseville, CA

Contract: Design-Bid-Build

Role: Prime

Facility Type: Park

Construction SF/Size: 18 Acres

Client: City of Roseville

Contract Value: \$2.2M

Construction Start: 2013

Construction Finish: 2021

Scopes of Work: Civil Engineering, Structural Engineering, Land Surveying, Landscape Architecture

Features: Athletic Fields, Communal Spaces, Restrooms, Parking Lot, Splash Pad

Description: Siegfried provided landscape architecture, civil engineering, surveying, structural engineering, and park planning services for the City of Roseville's Harry Crabb Park, Phase II project. The 14-acre phase delivered a wide range of amenities, including a splash pad, sports fields and courts, picnic areas, restrooms, and parking.

Challenges/Complexity: The challenge of building a high-profile park with many amenities was addressed through coordinated design that delivered a cohesive, community-focused space.



Robert P. "Bob" Mahan Park

Location: Roseville, CA

Contract: Design-Bid-Build

Role: Prime

Facility Type: Park

Construction SF/Size: 10 Acres

Client: City of Roseville

Contract Value: \$2.1M

Construction Start: 2013

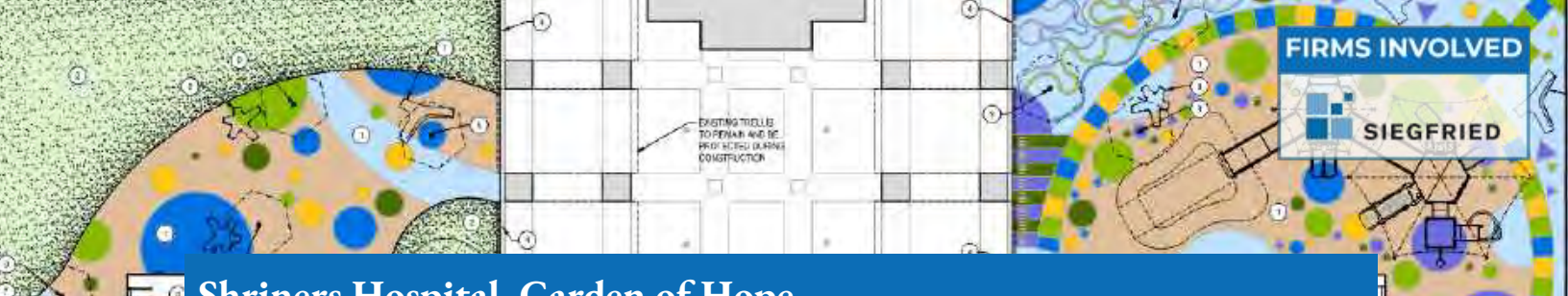
Construction Finish: 2014

Scopes of Work: Civil Engineering, Structural Engineering, Land Surveying, Landscape Architecture

Features: Play Structure, Site Furnishings, Shade Structures, ADA Concrete

Description: Siegfried provided multidisciplinary design services for a new 10-acre neighborhood park in Roseville's Westpark community. The project delivers a central, community-focused park with diverse recreational amenities while meeting the City's budget and schedule.

Challenges/Complexity: A flat site with limited funding and changing community needs was addressed through collaborative, cost-effective design that created a central park with diverse amenities and a strong sense of place.



Shriners Hospital, Garden of Hope

Location: Sacramento, CA

Contract: Design-Bid-Build

Role: Site Design

Facility Type: Respite/Play Area

Construction SF/Size: 8,500 SF

Client: Shriners Hospital

Contract Value: \$1 Million

Construction Start: 2026

Construction Finish: TBD

Scopes of Work: Civil Engineering, Landscape Architecture

Features: Play Structure, Rubberized Surfacing, Bench Seating, Shade Structures, Accessible Garden

Description: Siegfried is providing comprehensive landscape architecture and engineering design services for this project. The project transforms 8,500 square feet of rooftop and adjacent space into a therapeutic, all-season environment that supports pediatric therapy, independent play, and family respite. Siegfried is leading the full site design process, including agency coordination and construction oversight, to deliver a sensory-rich, child-centered healing landscape.

Challenges/Complexity: Existing structure with waterproofing deferred maintenance is impacting project budget.



Shumway Oak Grove Park

Location: Stockton, CA

Contract: Design-Bid-Build

Role: Prime

Facility Type: Park

Construction SF/Size: ½ Acre

Client: San Joaquin County

Contract Value: \$1.5M

Construction Start: 2024

Construction Finish: In-Progress

Scopes of Work: Civil Engineering, Land Surveying, Landscape Architecture

Features: Play Structure, ADA Compliance, Multi-Disciplinary, Parking Lot, Rubberized Surfacing

Description: Siegfried is providing engineering, surveying, and landscape architecture for the Shumway Oak Grove Regional Park remodel. The team is delivering an ADA-compliant, inclusive playground while managing construction documents and project oversight for design integrity.

Challenges/Complexity: Aging playground infrastructure that does not meet current ADA accessibility standards is addressed through integrated channels to deliver a fully accessible, inclusive play area.

Additional Similar Projects Within The Past Decade

Owner	Job Name	Value	GC	Scope of Work
City of Alameda	Estuary Park Ph.2 Site Impr.	\$5.5MM	Yes	Playground, Rubber Surface, Shade Structure, Site Furnishings, Concrete, Demolition
Fairfield Suisun USD	Laurel Creek Field & Parking Lot	\$3MM	Yes	Playground, Rubber Surface, Shade Structure, Site Furnishings, Concrete, Demolition
Loma Prieta Joint USD	Lakeside Green Street Snow Park	\$15MM	Yes	Playground, Rubber Surface, Site Furnishings, Concrete, Demolition
City & County of SF	Buchanan Street Mall Renovation	\$22.2MM	Yes	Playground, Rubber Surface, Shade Structure, Site Furnishings, Concrete, Demolition
City of San Carlos	Highlands Park Play Area	\$1.2MM	Yes	Playground, Site Furnishings, Rubber Surface, Concrete, Demolition
Sacramento City USD	John D. Sloat ES Paving & Fencing	\$2.8MM	Yes	Playground, Site Furnishings, Rubber Surface, Demolition
City of Oakland	Begin Plaza Renovation	\$970K	Yes	Playground, Site Furnishings, Rubber Surface, Concrete, Demolition
Oakland USD	Washington ES	\$569K	Yes	Playground, Site Furnishings, Rubber Surface, Demolition
Oakland USD	Washington ES Landscape	\$737K	Yes	Playground, Site Furnishings, Rubber Surface, Demolition
City of Dublin	Sean Diamond Park	\$2.1MM	Yes	Playground, Site Furnishings, Concrete
City of Lincoln	Jimenez Park Phase III	\$2.1MM	Yes	Shade Structure, Concrete, Demolition
Sacramento City USD	Hubert H. Bancroft Playground	\$864K	Yes	Site Furnishings, Concrete, Demolition
Bright Horizons Family Solutions	200 Kansas Street	\$251K	No	Playground, Site Furnishings, Rubber Surface, Concrete, Demolition
Sunset Dev. Company	BR3 Bright Horizons Day Care	\$770K	Yes	Playground, Rubber Surface, Concrete, Demolition
Oakland USD	Elmhurst MS Paving Rebid	\$1.2MM	Yes	Playground, Concrete, Demolition
Lafayette USD	Lafayette and Happy Valley ES	\$6.3MM	Yes	Playground, Concrete, Demolition
Bay Meadows Main Track Inv.	Bay Meadows Linear Park	\$2.0MM	Yes	Site Furnishings, Concrete
Foster City	Werder & Destination Park	\$2.3MM	Yes	Site Furnishings, Concrete, Demolition
Natomas USD	Heron ES Play Struct. Relocation	\$226K	Yes	Playground, Concrete
City of Fremont	Karl Nordovik Park	\$2.3MM	Yes	Site Furnishings, Concrete, Demolition

e. Collective Expertise Delivering Better Value

Together, our teams have successfully delivered numerous playground and recreation projects for public agencies. We understand the unique requirements of these spaces, such as child safety, durable materials, and ADA compliance. Our early collaboration allows us to identify opportunities for cost savings, streamline the construction process, and proactively address potential challenges.

By combining Siegfried's design with our efficient construction methods, our team delivers a best-value cost, service, and product playground that is safe, accessible, and built to last.

Our Design-Build Team's collective expertise translates into exceptional value for San Mateo County through the following key advantages:



Cost Efficiency Through Self-Performance

We eliminate sub markups by self-performing critical scopes, including demo, earthwork, utilities, paving, concrete, and landscape work. This reduces indirect costs and provides real-time cost reporting.



Integrated Design-Build Expertise

Our collaborative approach integrates engineers, designers, and stakeholders with construction planning expertise from day one, streamlining decisions, reducing change orders, and shortening schedules.



Proven Collaborative Process

Our “Better Design through Collaboration” philosophy includes Success Workshops, Target Value Design sessions, & Page Turn Meetings, ensuring transparency, accountability, & continuous stakeholder engagement.



Technical Excellence and Risk Mitigation

Budgets are validated to $\pm 2\%$ accuracy as early as 30% design using 3D quantity takeoff software and more than 500 project records, supported by continuous constructability reviews and proactive risk management.



Schedule and Quality Control

Managing in-house trades with Lean delivery principles eliminates scheduling barriers and scope gaps in multi-trade projects, ensuring single-source accountability, seamless coordination, and superior QA/QC.

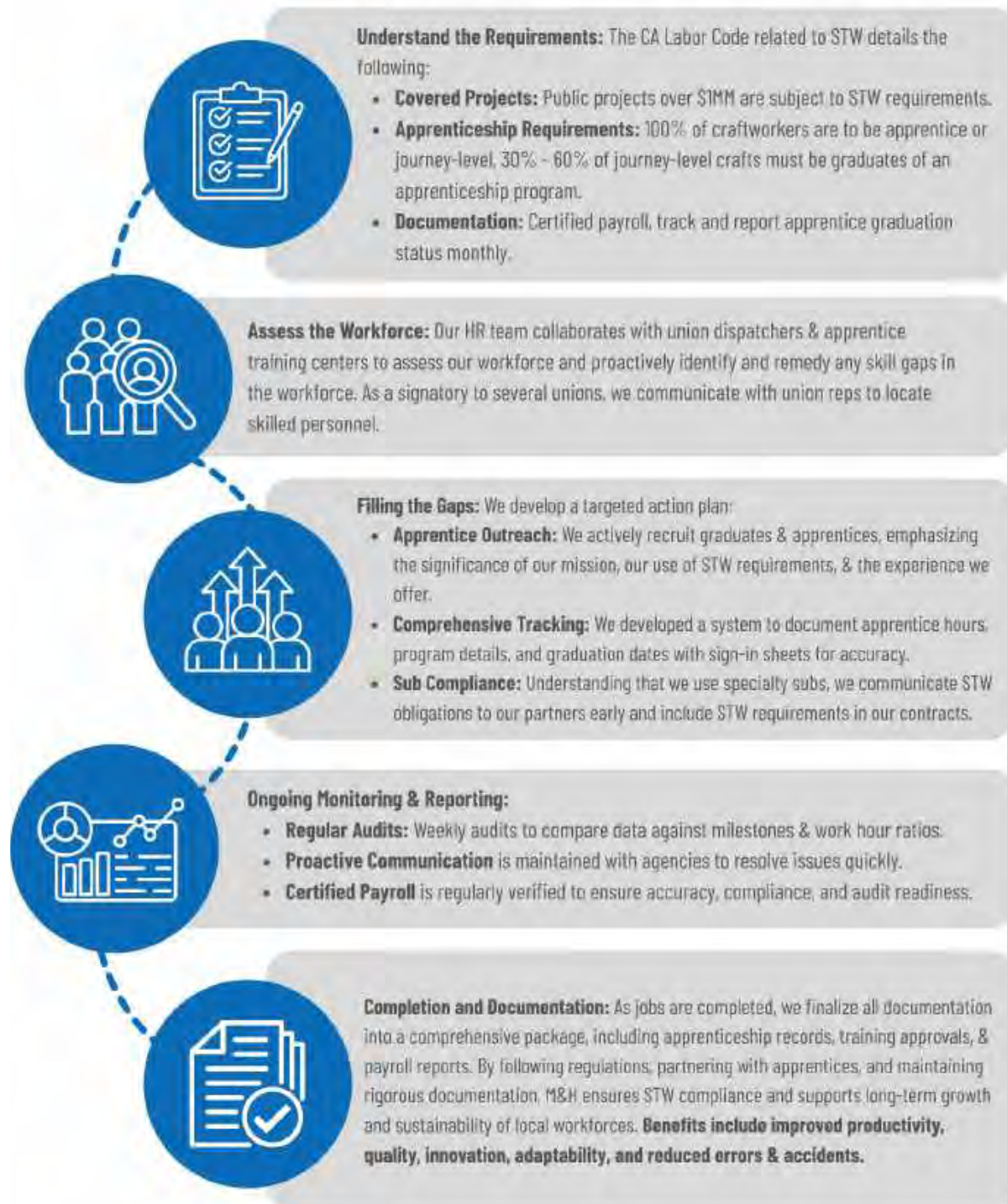


Maximized Project Value

Our “double bottom line” philosophy and experience allow us to identify cost-saving opportunities without compromising quality, ensuring the County receives the highest return on investment for the County.

f. Skilled And Trained Workforce

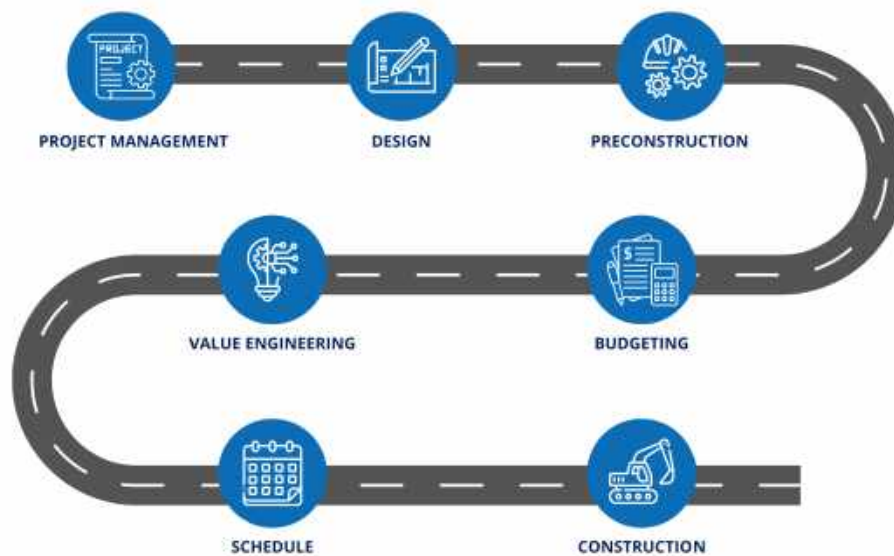
McGuire and Hester surpasses typical prevailing wage compliance by embracing Skilled and Trained Workforces (STW) as part of our community investment. By understanding, planning, & applying STW, we ensure benefits to local communities. Alongside a thorough STW adherence, McGuire and Hester is diligently compliant with all prevailing wage, DIR registration, and all client-specific requirements.



Method and Strategic Planning

a. Technical and Managerial Approach

As a self-perform site civil contractor with **100 years of experience**, McGuire and Hester brings extensive expertise to the technical approach required for the Coyote Point Playground. We provide a competitive advantage by self-performing civil, site, utility, underground, concrete, and landscape work. **Our improved delivery is possible by performing key scopes in-house, rather than hiring outside companies.** This methodology reduces indirect labor, overhead, and GC costs, maintains greater control over the project timeline, and provides real-time cost and schedule reporting without third-party delays.



We understand the community's needs and guarantee that we will provide the best value through our turnkey preconstruction & construction services.



Our experienced management team has successfully delivered numerous park and playground projects by **prioritizing strict budgets and schedules**. Upon award, a dedicated Project Manager and Project Engineer will start early coordination and create a detailed, step-by-step work plan to ensure seamless execution. By tracking costs and schedule, we compare actual productions against the expected values and provide regular updates to ensure transparency. **We take pride in our approach and remain committed to delivering a project that exceeds the County's expectations.**





b. Design Capabilities

Siegfried, founded in 1955, is one of the largest multidisciplinary design and engineering firms in Northern California, providing civil, structural, geotechnical engineering, landscape architecture, surveying, and partnering services. We are recognized as one of the foremost professional services firms in Northern California, as measured by our clients, employees, and the community. Together, we solve clients' toughest challenges, designing complex projects. This innovative approach and technical expertise continue to shape the success of communities and businesses in all of our disciplines.

The Design Phase will be led by Siegfried, with McGuire and Hester providing early and ongoing collaboration throughout the process until they take over construction. Together, our teams recognize that several key elements are essential to the success of the Design Phase:



Design Iterations

As an integrated member of the Design-Build team, Siegfried will lead the design and technical advancement of all civil engineering and landscape architecture components of the project, from project pursuit through Schematic Design, Design Development, Construction Documents, and Construction Administration. **Our approach balances creative, engaging design solutions with a strong focus on budget-conscious decision-making, constructability, and long-term performance.**

Using the **County's criteria, community input, geotech report, and ADA findings**, we will work closely with the County to create a conceptual plan that aligns with community priorities and County standards. We will **support outreach and refine the design based on stakeholder feedback** to ensure durability, inclusivity, and cost-effectiveness. Siegfried will manage all design submittals and provide coordination, value engineering, and communication throughout each phase to deliver a resilient product.

Additional Services Provided by Siegfried & M&H

- | | | |
|----------------------------|-------------------------------|------------------------|
| ✓ Logistics Plan/Phasing | ✓ Various Design Alternatives | ✓ Continuous Budgeting |
| ✓ Preconstruction Planning | ✓ Construction Documents | ✓ Quality Control |
| ✓ Site Walk Meetings | ✓ Constructability Reviews | ✓ CPM Schedule Input |



c. Construction Means and Methods

Magic Mountain Playground Construction Approach

M&H will execute the playground improvements through a sequenced, quality-driven approach that ensures compliance with County, accessibility, and manufacturer standards while minimizing disruption. During preconstruction, our project management, field, and safety teams collaborate with the Quality Control Manager to establish trade-specific means and methods based on the GMP schedule and phasing plan. These strategies are codified in subcontractor scopes, emphasizing early coordination, long-lead procurement, and proactive risk management to ensure a seamless transition to construction.

Site Prep and Make Ready - Prior to construction activities, the project site will be prepared to ensure safety, environmental compliance, and efficient operations in accordance with the Site Logistics Plan (see below). Surveying, layout, and staking will be completed to verify limits of work, elevations, and alignment.

Demolition and Grading - Existing play structures, playground equipment, and designated landscape elements will be demolished and removed in accordance with project specifications and design criteria. The site will be cleared, grubbed, and rough graded to establish proper subgrades for new improvements. M&H will coordinate closely with specialty subcontractors to confirm subgrade tolerances and sequencing, particularly for pour-in-place surfacing systems. Subgrade soils will be evaluated and treated as necessary to achieve required compaction and performance criteria.

Foundations and Structural Elements - Concrete foundations for playground structures and shade systems will be excavated, formed, and poured in accordance with structural design criteria and manufacturer requirements. Foundations will achieve required cure times prior to installation of vertical elements to ensure long-term performance and safety.

Playground Structures and Shade Systems - The main play structure and shade systems will be installed in strict accordance with manufacturer specifications, approved submittals, and safety guidelines. Installations will be sequenced to maintain required clearances, fall zones, and coordination with adjacent surfacing and concrete improvements.

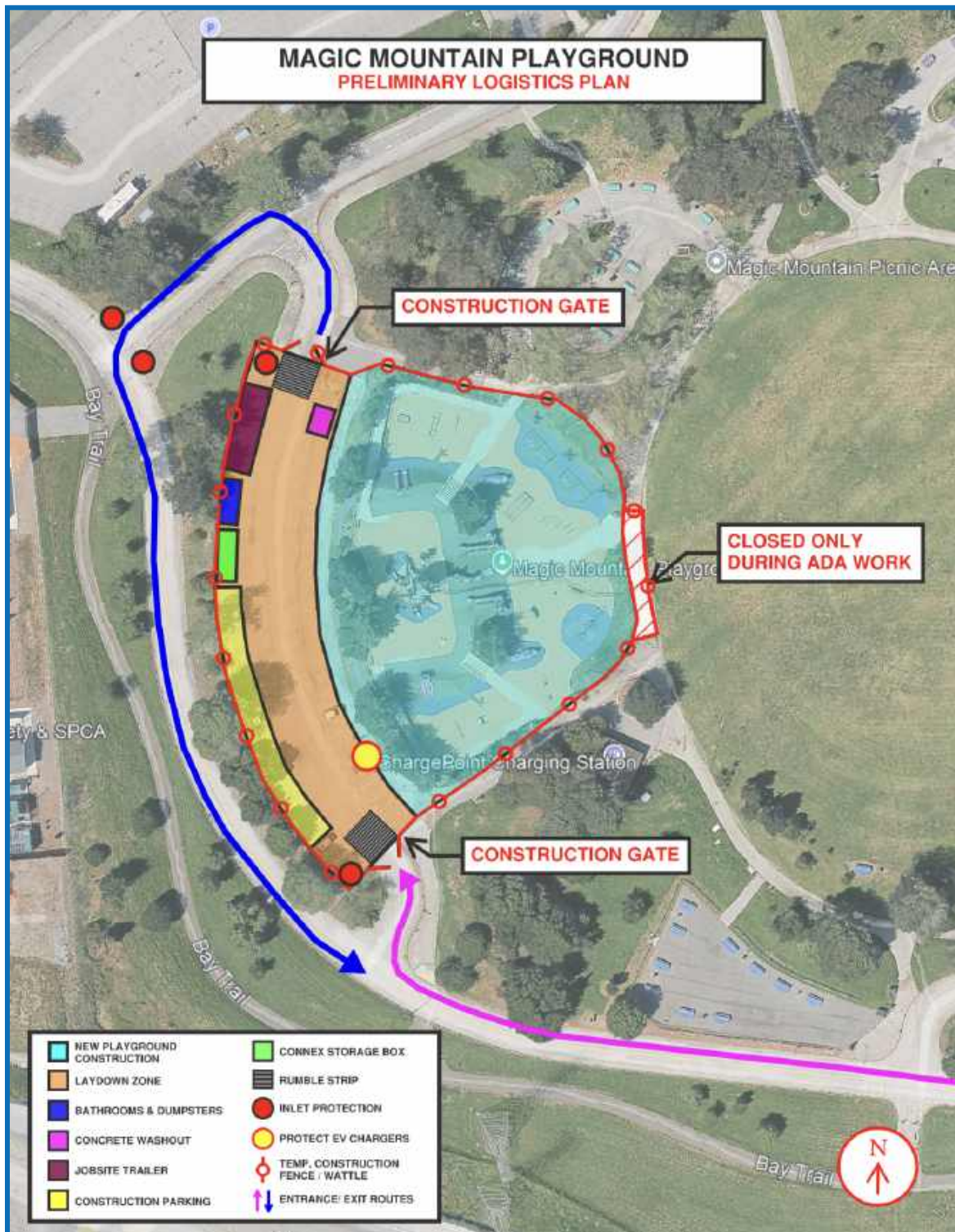
Minor Equipment and Site Furnishings - Secondary play elements, site furnishings, and accessory features will be installed following completion of the primary structures. This work will include seating elements, finish carpentry, and other amenities identified in the project documents.

Surfacing and ADA Compliance - Final grading will be completed prior to installation of new pour-in-place rubber surfacing. Americans with Disabilities Act (ADA) compliant site improvements, including accessible routes and park features, will be constructed to meet all applicable codes, standards, and design requirements.

Final Inspections and Site Turnover - Upon completion of construction, McGuire and Hester will coordinate final inspections with the County, applicable agencies, and verify playground equipment meets required safety standards. Any punch list items will be promptly addressed, and the site will be thoroughly cleaned. Temporary facilities will be removed, and the project will be demobilized and turned over in a safe, complete, and fully operational condition for a Playground Grand Opening Celebration.

Site Logistics Plan

A well-organized site is a safe and efficient site. To prepare for the project, we install perimeter fencing for security, signage for community communication, and stormwater control materials for environmental safety. We'll strategically position trailers, parking, and staging areas for optimal workflow so the site runs efficiently and can be adapted for winterization.





TAB 5

REVIEW COMMENTS ON THE PROPOSED AGREEMENT

Review comments on the proposed Agreement

*We are pleased to confirm that we have **no comments** regarding the terms and conditions set forth in Appendix F and comply with Appendix G.*

We accept the Agreement as presented in the Request for Proposal (RFP) and are prepared to proceed with the execution of the document immediately upon notification of the award.



TAB 6

**PROPOSED
CONCEPTUAL
DESIGN**

Scope of Work - Magic Mountain Playground Design Narrative

A Magical Adventure in a Seaside Land

The reimagined Magic Mountain Playground at Coyote Point Park will offer a unique play destination that celebrates imagination, active play, and community character. Drawing inspiration from the park's coastal environment and the community's enthusiasm for the iconic dragons, the design creates a whimsical seaside landscape where friendly sea dragons wind through islands, streams, and play mounds. This approach results in a unified, inclusive, and long-lasting playground that encourages creative play for all ages while supporting the operational needs of San Mateo County Parks.



Community-Guided Design Vision

Community input has shaped our design, with survey results showing strong support for keeping the dragon features and creating a nautical, mystical, and playful theme that matches Coyote Point's blue color palette. These preferences guide our choices for play equipment, colors, and layout. The design encourages creativity and movement, with dragons integrated as interactive elements within a larger story, inviting children to climb, play, and imagine together.





A Dynamic Two-Level Play Experience

We are preserving and enhancing the playground's natural two-level layout to create an engaging, adventure-filled experience. The upper and lower play areas will be visually and physically linked with slides, climbing features, and themed surfaces that evoke the feeling of flowing water and varied landscapes.

A central play hill connects the two levels and serves as a signature feature of the playground. The hill includes:



A minimum of four slides, including two side-by-side slides for social play



One or more slides extending from the upper level to the base level



At least one slide designed for children under age three, located near the tot lot



A minimum of two climbing routes, such as ropes, pegs, or platforms, designed to maximize challenge, creativity, and fun



This approach encourages children of different ages and abilities to engage with the site in multiple ways, reinforcing both physical development and imaginative exploration.



Age-Appropriate Play Without Barriers

Play opportunities are thoughtfully designed for both ages 2–5 and ages 5–12, while avoiding physical separation that limits movement or caregiver supervision. The existing internal fence is removed, creating an open, welcoming environment where children can move freely between zones.

Visual separation is achieved through:

- Curved seat walls inspired by the adjacent Promenade
- Benches and shade structures
- Changes in surface patterns and elevation

This strategy allows parents and caregivers to supervise multiple children at once, with clear sightlines across the playground, while still offering age-appropriate play experiences tailored to different developmental needs.



Signature Play Elements

Responding directly to survey preferences and Facility Design Criteria, the playground incorporates a robust mix of iconic and inclusive play features:



Volo Aire Tower

The community's most popular tower choice, with consideration given to the three-slide option where site constraints allow. Slides are configured to connect both play levels wherever feasible.



Zip Line

A two-bay zip line with one rope-style seat and one accessible bucket seat, measuring a minimum of 55 feet and preferably exceeding 65 feet, carefully positioned to ensure safe circulation and minimize conflicts with other play features.



Swing Area

A minimum of two conventional swings, one bucket swing with harness, and one friendship swing, with additional swings included where feasible to meet community demand.



Tot Lot

A dedicated area for ages 2–5 featuring a tower, climber, double slide, bridge, sensory play elements, and additional age-appropriate features that create a complete and engaging experience for younger children.



Dragons as the Heart of the Story

The iconic dragon features remain the emotional and visual centerpiece of Magic Mountain. Both dragon heads are retained, protected during construction, and repainted to coordinate with the new color scheme. The dragons are reimagined as friendly sea dragons, reinforcing the nautical theme and ensuring they remain welcoming for children of all ages.

Existing speaking tubes connected to the dragons' mouths are preserved and celebrated as interactive features. Select retaining walls and ramp walls are creatively treated with dragon-inspired graphics, such as scales or tails, to visually extend the dragons into the surrounding environment while also helping to mitigate graffiti.



Surfacing as Storytelling

All playground surfacing will be poured-in-place (PIP) rubber, designed for durability and accessibility, as it serves as a regional destination playground. Surfacing patterns play a key role in storytelling, suggesting moats, streams, islands, and waterfalls that guide movement and spark imaginative play.

To mitigate heat gain and surface temperature impacts:

1. Light-colored PIP surfacing is prioritized to increase solar reflectance.
2. Black rubber granule content is limited to a maximum of 30%.
3. PIP surfacing color is restricted to four colors to control heat absorption variability.
4. Shade structures are positioned to reduce solar exposure & lower surface temps.



Shade, Seating & Comfort

Shade is treated as a core amenity, with new shade structures strategically placed to cover play equipment, surfacing, and caregiver seating following the removal of existing trees.

Seating is abundant & intentional, including:

- Benches
- Seat walls
- Shaded observation areas with sightliness play zones

Durable Design & Ease of Maintenance

Materials, equipment, and finishes are selected to deliver lifelong value, supporting the County's current budgetary and operational goals. For example, excluding lawns, trees, bark, sand, and wood fibers from the fenced area simplifies maintenance and improves long-term durability. Existing concrete walkways, ramps, stairs, and retaining walls remain where possible, with required adaptations to meet ADA criteria.

Additional site considerations include:

- **Retention of the existing perimeter fence**, with aesthetic upgrades only if the budget allows
- **Replacement of chain-link guardrails** atop retaining walls with vertical metal picket railings
- **Trash/recycling receptacles at each entry** of the playground and one within the fenced area
- **Reuse of lighting, stormwater systems, and drinking fountains** is included as part of this scope
- **Increased play area circulation and flexibility** by moving picnic tables outside of the fenced area

A Destination Playground Rooted in Place

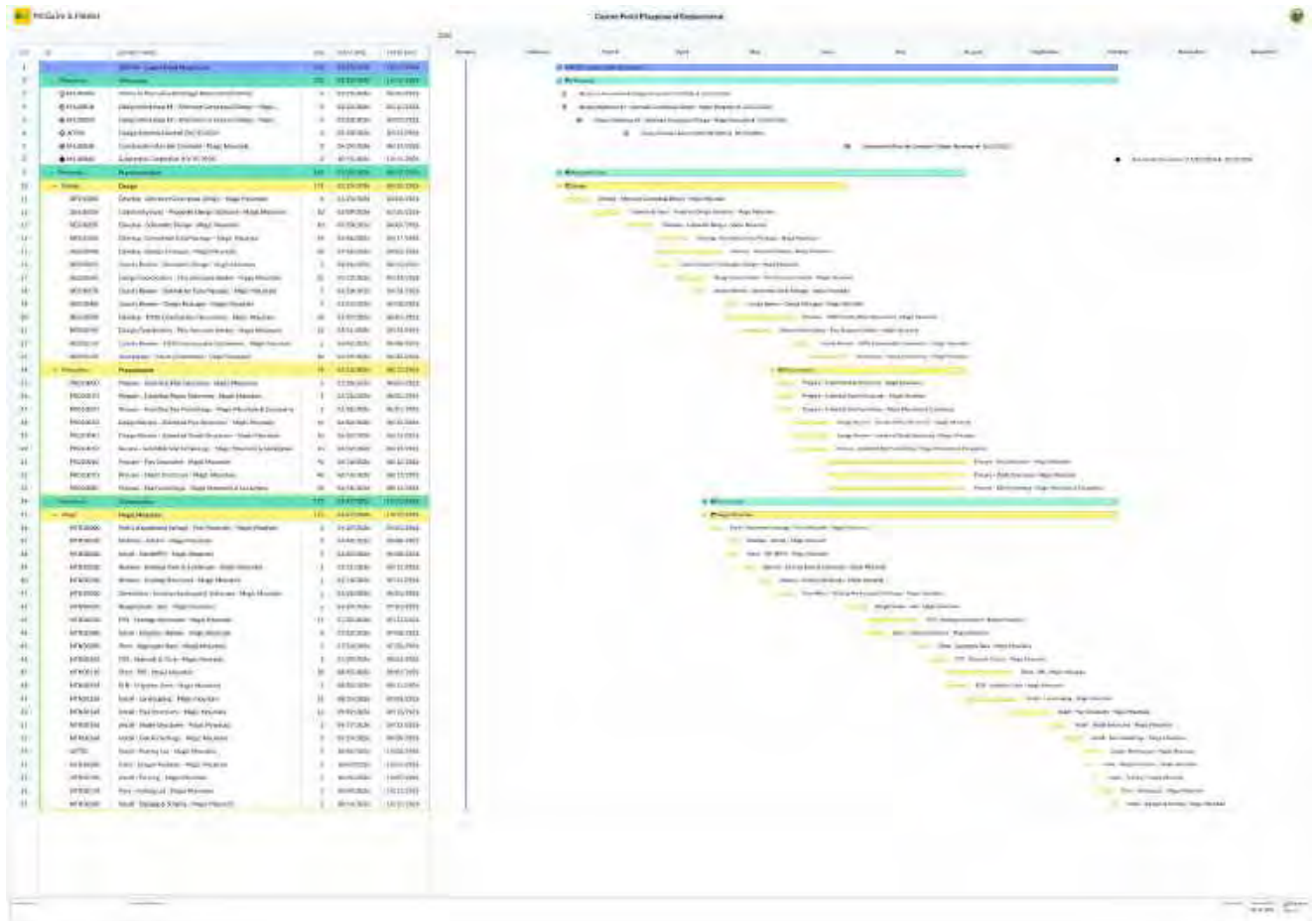
The redesigned Magic Mountain Playground honors the community's attachment to its dragons while elevating the site into a cohesive, story-driven environment that is playful, inclusive, and resilient. By blending imaginative design with practical durability, the project creates a welcoming place where children can climb, explore, and invent, while caregivers enjoy comfort, visibility, and ease of use.

TAB 7

**PROPOSED
PROJECT
SCHEDULE WITH
MILESTONES**

Schedule

The McGuire and Hester – Siegfried Design-Build Team is fully committed to meeting the County's design and construction schedule as defined in the RFP. We apply Critical Path Method (CPM) planning to identify tasks that could delay milestones or project completion, enabling early mitigation and priority alignment. This is supported by **monthly CPM updates and weekly construction 3-week lookahead schedules** that drive field coordination, inspections, trade sequencing, and document-based decision making. Together, these tools promote clear accountability, reduce rework, and maintain continuous progress through substantial completion. **See appendix for full size (11"x17") schedule.**



An aerial photograph of a school campus. In the foreground, there is a large, paved playground area with various equipment. Behind the playground is a large parking lot filled with cars. In the background, there are school buildings, including one with a prominent tower. The entire image is overlaid with a semi-transparent blue filter.

TAB 8

**PROPOSED
SCHEDULE OF
VALUES BASED ON
FIXED FEE PRICE
PROPOSAL**

Coyote Point Playground - M&H Fixed Fee Price Proposal (SOV)

Job No. 250739
 Job Name Coyote Point Playground - A Magical Adventure in a Seaside Land
 Client San Mateo County
 Architect/Engineer Siegfried Engineers



ITEM	DESCRIPTION	EXTENSION	COMMENTS / CLARIFICATIONS
SITE DEMOLITION/CLEARING			
1	Remove Engineered Wood Bark	\$20,959.00	Based on RFP Design Criteria and existing site demo assumptions. Note, existing TRP surfacing is assumed as 3" depth.
2	Remove Fence on Retaining Wall	\$540.00	
3	Remove Internal Fence	\$1,620.00	
4	Remove Landscape (CLEAR AND GRUB)	\$10,536.00	
5	Demol Trees	\$2,550.00	
6	Demol Hardscape (Conc. & AC)	\$11,155.00	
7	Remove Ped. Gate	\$50.00	
8	Remove Pour-In-Place Surfacing	\$23,125.00	
9	Remove Bench	\$100.00	
10	Remove Large Play Structure	\$7,500.00	
11	Remove Misc. Play Features	\$750.00	
12	Remove Slide	\$700.00	
13	Remove Swing	\$400.00	
14	Remove Tables	\$100.00	
15	Remove Trash Receptacle	\$50.00	
		\$80,135.00	
SITE SETUP AND BMP's			
16	Mobilization and Site Setup	\$3,500.00	
17	Traffic control and Site Signage Setup (RFP req.)	\$8,000.00	includes an Elec. Auto Message Board
18	Protect Site Features	\$2,000.00	Based on RFP Design Criteria and existing site demo assumptions. Protect existing concrete path, drainage, fencing, stairs, trees
19	Concrete Washout	\$2,500.00	
20	DI Protection	\$300.00	
21	Rumble Plate	\$8,000.00	
22	Temp. Fence	\$10,305.00	
		\$34,605.00	
ASPHALT PAVING			
23	Asphalt	\$23,786.00	
EARTHWORK			
24	Rough Grading	\$210,000.00	
25	Spoils Offhaul	\$24,500.00	
26	A/B Placement	\$136,500.00	
		\$371,000.00	
SITE CONCRETE			
27	Flatwork Paving at Seating Area	\$44,205.00	4" Thick. No color. Broom Finish. Standard tooled joints.
28	Stamped Paving at Bridges	\$24,585.00	Stamped color concrete per the playground design drawing.
29	Flush Curb to retain PIP	\$13,450.00	4"x4" Industry Std. No color.
30	Seatwalls	\$93,500.00	Per the playground design drawing.
31	ADA Curb Ramp	\$7,755.00	
32	Footings for New Wood Benches	\$1,200.00	
		\$184,695.00	
LANDSCAPE & SITE AMENITIES			
33	Site Furnishings (benchings)	\$10,000.00	Misc. furnishings such as benches.
34	Play Surfacing (rubberized)	\$996,120.00	Per the playground design drawing.
35	Shade Structure	\$140,000.00	
36	Picket Fence on Retaining Wall	\$41,125.00	
37	Wayfinding Signage	\$1,500.00	
		\$1,188,745.00	
PLAY EQUIPMENT			
38	1 Volo Aire Play Structure	\$422,745.25	
39	2 Summit Play Structure	\$125,927.25	
40	3 Mobius Climber (7 Panel)	\$26,248.50	
41	4 Curved Balance Beam	\$1,567.50	
42	5 Cloudburst Slide (Hill play)	\$10,483.25	



Coyote Point Playground - M&H Fixed Fee Price Proposal (SOV)

Job No: 250739
 Job Name: Coyote Point Playground - A Magical Adventure in a Seaside Land
 Client: San Mateo County
 Architect/Engineer: Siegfried Engineers



ITEM	DESCRIPTION	EXTENSION	COMMENTS / CLARIFICATIONS
43	6 Climbing Rope Net (Hill play)	\$29,450.00	
44	7 Climbing Ladder (Hill play)	\$24,225.00	
45	8 Surf Slide (Hill play)	\$21,090.00	
46	9 Custom Tower, Bridge, Spiral Slide, Climber	\$71,450.00	
47	10 Climbing Arched (Hill play)	\$4,674.00	
48	11 Climbing Ball Rope (Hill play)	\$8,550.00	
49	12 Rock - The Peak	\$9,504.75	
50	13 Log Steppers 18"	\$13,480.00	
51	14 We Go Round	\$48,207.75	
52	15 Cozy Dome	\$6,379.25	
53	16 RevRock Bouncer	\$6,260.50	
54	17 Bobble Ride Single	\$6,350.75	
55	18 Bobble Ride Double	\$3,234.75	
56	19 12' Sway Fun Glider	\$36,062.00	
57	20/22 Hedra 3 Bay Swing Frame (Friendship Swing, 3 Belt Seats, + 1 Molded Bucket)	\$18,297.00	
58	20/22 Hedra 2 Bay Swing Frame (Friendship Swing + 2 Belt Seats)	\$12,777.50	
59	21 Global Motion	\$39,515.25	
60	23 Oodle Swing	\$8,735.25	
61	24 Rock - Pinnacle Rock w/ Extended Climbing Rope	\$43,700.00	
62	25 Log Balance Beam	\$5,196.50	
63	26 Hemisphere Climber	\$36,432.50	
64	27 30' ZipKrooz 1 Standard + 1 Assisted Bay	\$42,764.50	
		\$1,083,119.00	

\$2,966,085.00	
\$13,450.00	Precon Services
\$199,500.00	Engineering Services
\$222,456.00	General Conditions
\$147,000.00	Construction Administration
\$3,548,491.00	
\$44,356.00	Bond/Insurance
\$200,000.00	Required Owner Allowance
\$3,792,847.00	

Price Proposal Condition: Site improvements and play equipment shown on the design plans is illustrative of the proposed design intent. Final equipment selection, layout, and exact locations will be finalized during the working drawings phase and shall comply with the approved program, design intent, and all applicable codes and standards.





TAB 9

APPENDIX

Proposed Design - Playground Structures



UPPER PLAY AREA



★ 1 PLAY STRUCTURE
VOILE AIRE/ EXTENDED SLIDE



2 PLAY STRUCTURE
SUMMIT



3 MOBIUS CLIMBER
7 PANELS



4 CURVED BALANCE BEAM

GENERAL PLAYGROUND EQUIPMENT NOTES

1. ALL EQUIPMENT SHOWN SHALL BE LANDSCAPE STRUCTURES, INC. UNLESS NOTED.
- ★ REPRESENTS EQUIPMENT THAT REQUIRES MODIFICATION TO STANDARD PRODUCTS BY ITS CONFIGURATION, LENGTH, SIZE, ACCESSORIES OR ATTACHMENTS.
- EQUIPMENT WILL BE COLOR COORDINATED WITH THEMING OF THE PLAY AREA AND RUBBERIZED SURFACING COLORS.
- SOME PLAYGROUND FEATURES MAY REQUIRED MODIFICATIONS TO PRODUCT LINE STANDARD MODELS.
- ALL EQUIPMENT SHALL COMPLY WITH ALL ACCESSIBILITY AND CODE REQUIREMENTS.
- PLAY EQUIPMENT LAYOUT SHALL ENCOURAGE CHILDREN OF DIFFERENT AGES AND ABILITIES TO INTERACT WITHIN THE SITE REINFORCING PHYSICAL DEVELOPMENT, SENSORY EXPERIENCES AND IMAGINATIVE EXPLORATION.

SITE DESIGN SHOWN ON THESE PLANS IS ILLUSTRATIVE OF THE PROPOSED DESIGN INTENT. FINAL AMENITIES, EQUIPMENT SELECTION, LAYOUT, AND EXACT LOCATIONS WILL BE FINALIZED DURING THE WORKING DRAWINGS PHASE AND SHALL COMPLY WITH THE APPROVED PROGRAM, DESIGN INTENT, AND ALL APPLICABLE CODES AND STANDARDS.

HILLSIDE PLAY AREA



★ 5 HILL PLAY
CLODBURST SLIDE/ EXTENDED



★ 6 HILL PLAY
CLIMBING ROPE NET



★ 7 HILL PLAY
CLIMBING LADDER



★ 8 HILL PLAY
SURF SLIDE/ EXTENDED (2)



★ 9 HILL PLAY
TOWER
EXTENDED BRIDGE
SPIRAL SLIDE
CLIMBING



★ 10 HILL PLAY
CLIMBING ARCHES (8)



★ 11 HILL PLAY
CLIMBING BALL ROPE (3)

LOWER PLAY AREA



12 ROCK
THE PEAK



13 LOG STEPPERS (20)



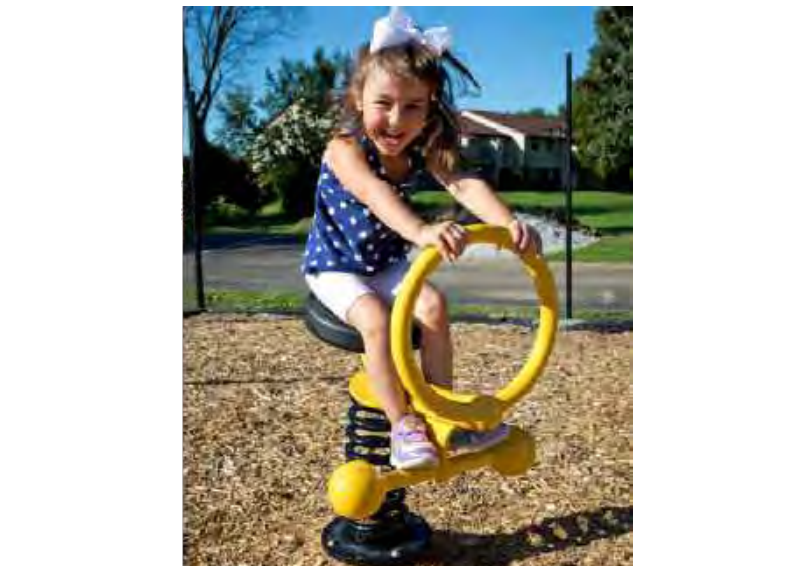
14 WE-GO-ROUND



15 COZY DOME



16 REVI ROCK BOUNCER



17 BOBBLE RIDE SINGLE



18 BOBBLE RIDE DOUBLE



19 12" SWAY FUN GLIDER



20 HEDRA SWING FRAME (3)
STANDARD SWING (3)
BUCKET SWING (1)
FRIENDSHIP SWING (1)



21 GLOBAL MOTION



22 HEDRA SWING FRAME (2)
STANDARD SWING (2)
FRIENDSHIP SWING (1)



23 OODLE SWING



★ 24 PINNACLE ROCK (1)
EXTENDED CLIMBING ROPE



25 LOG BALANCE BEAM



26 HEMISPHERE CLIMBER (2)



27 50' ZIPKROOZ ASSISTED (1)
50' ZIPKROOZ (1)

PROPOSED SITE
Playground Structures

Coyote Point Recreation Area - Playground Replacement Project
Magic Mountain Playground
San Mateo, California

'Magical Adventure in a Seaside Land'

01.23.2026

Proposed Design - Paving and Site Amenities



PROPOSED POUR-IN-PLACE RUBBERIZED SURFACING PLAN

EQUIPMENT COLOR SELECTION SHALL COORDINATE AND CORRESPOND WITH THE RUBBERIZED PALETTE.

RUBBERIZED DESIGN INSPIRATION

RUBBERIZED BOULDER MOUNDING FEATURE

CLIMBING DOT FEATURE

WATER
COLOR PALETTE

LAND
COLOR PALETTE

DRAGON BODY
COLOR PALETTE

FEATURES
COLOR PALETTE

DRAGON HEAD
COLOR PALETTE (PAINTED)

EXISTING SITE AMENITIES TO REMAIN

1 CONCRETE WALKWAYS

2 PERIMETER CHAINLINK FENCE

3 CONCRETE STAIRS AND HANDRAIL

4 RAMP AND RAIL POST
CHAINLINK FENCE TO BE REMOVED

5 TRASH RECEPTACLE

6 BENCH

7 DRAGON HEADS
SHALL BE REPAINTED PER
COLOR SCHEME

8 DRAGONS TALKING TUBES



- SITE DEMOLITION NOTES**
- 1. PLAY EQUIPMENT & FURNITURE
 - 1.1. PLAYGROUND STRUCTURES
 - 1.2. PLAYGROUND DIVIDER FENCE
 - 1.3. RAMP CHAINLINK FENCING
 - 1.4. WOOD BENCH
 - 1.5. METAL PICNIC TABLES
 - 2. PAVING & HARDSCAPE
 - 2.1. PLAYGROUND MULCH
 - 2.2. CONCRETE
 - 2.3. CONCRETE MOWBANDS
 - 3. LANDSCAPE
 - 3.1. IRRIGATION
 - 3.2. LAWN
 - 3.3. TREES
 - 3.4. STUMP, ROOTS
 - 3.5. SHRUBS
 - 3.6. LANDSCAPE BARK MULCH

PAVING AND SITE AMENITIES PLAN

PROPOSED SITE AMENITIES

A VERTICAL PICKET METAL FENCING
AT RAMP AND ZIPLINE AREA

B COLOR CONCRETE FAUX BRIDGE
BOARD PLANK STAMP/ FLUSH

C BENCH
TO MATCH EXISTING

D CONCRETE
STANDARD GREY
MEDIUM BROOM FINISH

E CONCRETE SEATWALLS
TO MATCH PROMENADE

SIDE STAMPING

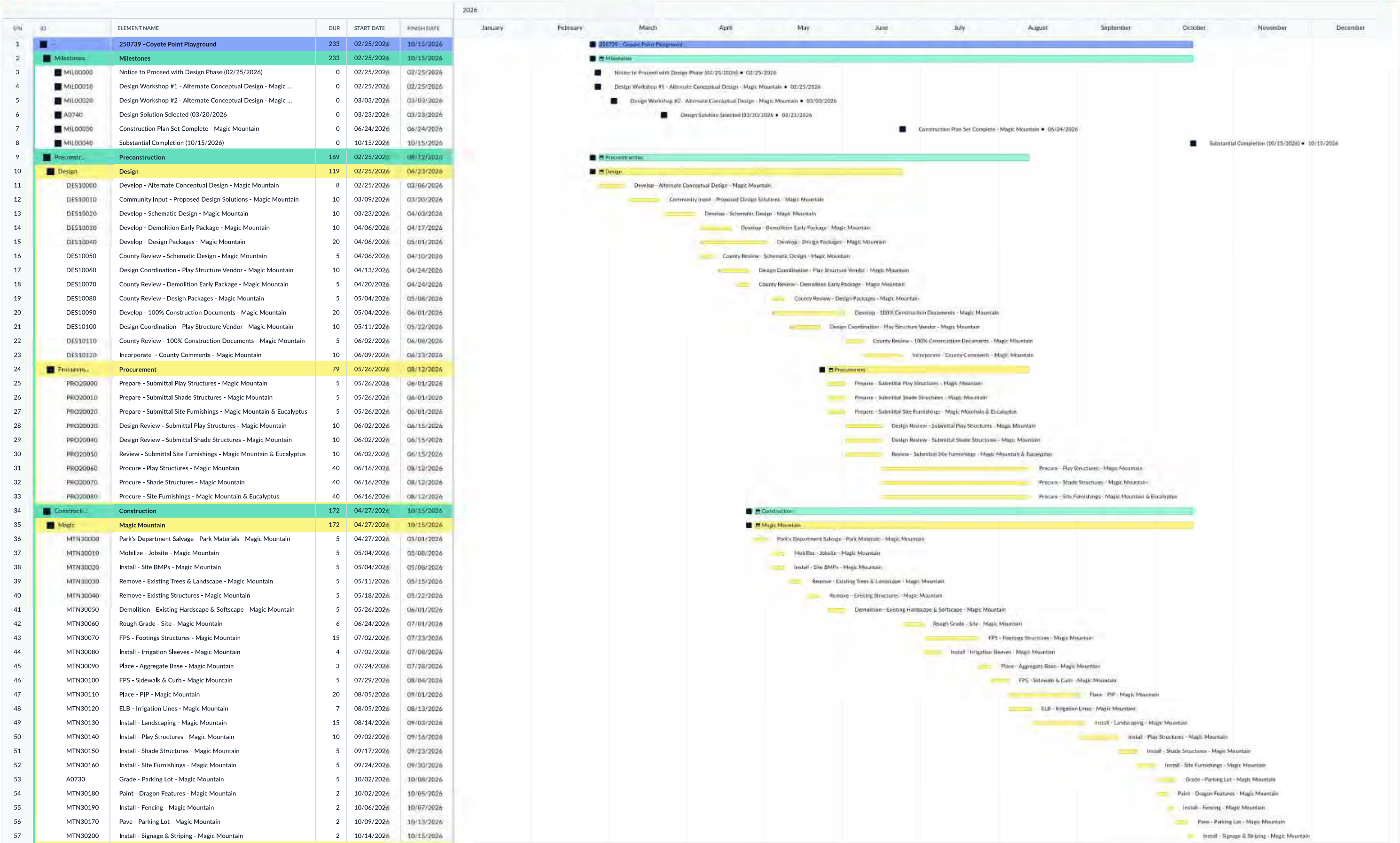
F TRIANGLE SHADE SAILS

G CANTILEVER SHADE SAILS

PROPOSED SITE
Paving & Amenities

'Magical Adventure in a Seaside Land'

01.23.2026



Coyote Point Playground - M&H Fixed Fee Price Proposal (SOV)



Job No.: 250739

Job Name: Coyote Point Playground --- A Magical Adventure in a Seaside Land

Client: San Mateo County

Architect/Engineer: Siegfried Engineers

ITEM	DESCRIPTION	EXTENSION	COMMENTS / CLARIFICATIONS
SITE DEMOLITION/CLEARING			
1	Remove Engineered Wood Bark	\$20,959.00	Based on RFQ Design Criteria and existing site demo assumptions. Note, existing PIP surfacing is assumed as 3" depth.
2	Remove Fence on Retaining Wall	\$540.00	
3	Remove Internal Fence	\$1,620.00	
4	Remove Landscape (CLEAR AND GRUB)	\$10,536.00	
5	Demo Trees	\$2,550.00	
6	Demo Hardscape (Conc. & AC)	\$11,155.00	
7	Remove Ped. Gate	\$50.00	
8	Remove Pour-in-Place Surfacing	\$23,125.00	
9	Remove Bench	\$100.00	
10	Remove Large Play Structure	\$7,500.00	
11	Remove Misc. Play Features	\$750.00	
12	Remove Slide	\$700.00	
13	Remove Swing	\$400.00	
14	Remove Tables	\$100.00	
15	Remove Trash Receptacle	\$50.00	
		\$80,135.00	
SITE SETUP AND BMP's			
16	Mobilization and Site Setup	\$3,500.00	
17	Traffic control and Site Signage Setup (RFQ req.)	\$8,000.00	Includes an Elec. Auto Message Board
18	Protect Site Features	\$2,000.00	Based on RFQ Design Criteria and existing site demo assumptions. Protect existing concrete path, dragon, fencing, stairs, trees
19	Concrete Washout	\$2,500.00	
20	DI Protection	\$300.00	
21	Rumble Plate	\$8,000.00	
22	Temp. Fence	\$10,305.00	
		\$34,605.00	
ASPHALT PAVING			
23	Asphalt	\$23,786.00	
EARTHWORK			
24	Rough Grading	\$210,000.00	
25	Spoils Offhaul	\$24,500.00	
26	A/B Placement	\$136,500.00	
		\$371,000.00	
SITE CONCRETE			
27	Flatwork Paving at Seating Area	\$44,205.00	4" Thick. No color. Broom finish. Standard tooled joints
28	Stamped Paving at Bridges	\$24,585.00	Stamped color concrete per the playground design drawing
29	Flush Curb to retain PIP	\$13,450.00	4"x4" Industry Std. No color.
30	Seatwalls	\$93,500.00	Per the playground design drawing
31	ADA Curb Ramp	\$7,755.00	
32	Footings for New Wood Benches	\$1,200.00	
		\$184,695.00	
LANDSCAPE & SITE AMENITIES			
33	Site Furnishings (benchings)	\$10,000.00	Misc. furnishings such as benches
34	Play Surfacing (rubberized)	\$996,120.00	Per the playground design drawing
35	Shade Structure	\$140,000.00	
36	Picket Fence on Retaining Wall	\$41,125.00	
37	Wayfinding Signage	\$1,500.00	
		\$1,188,745.00	
PLAY EQUIPMENT			
38	1 Volo Aire Play Structure	\$422,745.25	
39	2 Summit Play Structure	\$125,927.25	
40	3 Mobius Climber (7 Panel)	\$26,248.50	
41	4 Curved Balance Beam	\$1,567.50	
42	5 Cloudburst Slide (Hill play)	\$10,483.25	

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43	6 Climbing Rope Net (Hill play)	\$29,450.00	
44	7 Climbing Ladder (Hill play)	\$24,225.00	
45	8 Surf Slide (Hill play)	\$21,090.00	
46	9 Custom Tower, Bridge, Spiral Slide, Climber	\$71,250.00	
47	10 Climbing Arched (Hill play)	\$4,674.00	
48	11 Climbing Ball Rope (Hill play)	\$8,550.00	
49	12 Rock - The Peak	\$9,504.75	
50	13 Log Steppers 18"	\$13,490.00	
51	14 We Go Round	\$48,207.75	
52	15 Cozy Dome	\$6,379.25	
53	16 ReviRock Bouncer	\$6,260.50	
54	17 Bobble Ride Single	\$6,350.75	
55	18 Bobble Ride Double	\$3,234.75	
56	19 12' Sway Fun Glider	\$36,062.00	
57	20/22 Hedra 3 Bay Swing Frame (Friendship Swing, 3 Belt Seats, + 1 Molded Bucket)	\$18,297.00	
58	20/22 Hedra 2 Bay Swing Frame (Friendship Swing + 2 Belt Seats)	\$12,777.50	
59	21 Global Motion	\$39,515.25	
60	23 Oodle Swing	\$8,735.25	
61	24 Rock - Pinnacle Rock w/ Extended Climbing Rope	\$43,700.00	
62	25 Log Balance Beam	\$5,196.50	
63	26 Hemisphere Climber	\$36,432.50	
64	27 50' ZipKrooz 1 Standard + 1 Assisted Bay	\$42,764.50	
		\$1,083,119.00	

\$2,966,085.00	
\$13,450.00	Precon Services
\$199,500.00	Engineering Services
\$222,456.00	General Conditions
\$147,000.00	Construction Administration
\$3,548,491.00	
\$44,356.00	Bond/Insurance
\$200,000.00	Required Owner Allowance
\$3,792,847.00	

Price Proposal Condition: Site improvements and play equipment shown on the design plans is illustrative of the proposed design intent. Final equipment selection, layout, and exact locations will be finalized during the working drawings phase and shall comply with the approved program, design intent, and all applicable codes and standards.

Insurance Certification



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R. C. Fischer & Co. P. O. Box 8101 Walnut Creek CA 94596		CONTACT NAME: Amy Gregory PHONE (A/C No. Ext.): 925-627-5471 FAX (A/C No.): 925-832-0962 E-MAIL ADDRESS: agregory@rcfischer.com															
INSURED McGuire and Hester 9009 Railroad Avenue Oakland CA 94603		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Executive Risk Indemnity Inc.</td> <td>35181</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER E: Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td>INSURER F: Ace American Insurance Company</td> <td>22667</td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Executive Risk Indemnity Inc.	35181	INSURER B: Federal Insurance Company	20281	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: Berkley Assurance Company	39462	INSURER E: Allied World Surplus Lines Insurance Company	24319	INSURER F: Ace American Insurance Company	22667
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COVERAGES **CERTIFICATE NUMBER:** 1969056189 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SURR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Contract Liability ☒ CGL GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO. ☐ LOC ☒ OTHER: GL Def \$10K		54303064	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOD AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		54303063	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIA ☒ OCCUR ☐ EXCESS LIA ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		03852735 03124150	7/1/2025 7/1/2025	7/1/2026 7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 2nd Layer XS & App \$ 10,000,000 ☒ PER STATUTE ☐ OTHER
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	54303065	7/1/2025	7/1/2026	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk Pollution Insurance (Liability) Professional Liability		0307105P547 PCAS-9028338-0725	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Unit 10,000,000 Unit 5,000,000 Unit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 M&H- For Evidence Only

CERTIFICATE HOLDER Sample	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Exhibit 9

FY 2024 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-24-CP-CA-0283

Grantee Name: San Mateo County

Grantee Address: San Mateo County Parks Department, 455 County Center, 4th Floor, Redwood City, CA 94063

Grantee's Unique Entity Identifier (UEI): HKUWVFVADCLM4

Grantee's Employer Identification Number (EIN): 946000532

Federal Award Identification Number (FAIN): B-24-CP-CA-0283

Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date: 08/13/2024

Period of Performance/Budget Period End Date: 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and San Mateo County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,000,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in ac-

cordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon

any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific conditions that HUD may apply to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

(i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which by this reference are incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required

by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities* (SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. “Person” is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD’s regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other

structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Approved Project Narrative and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2032.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving:
 - i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);
 - ii) a certification of the costs; and
 - iii) the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD's grant instructions found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

San Mateo County

(Name of Organization)

BY: Nicholas J Calderon
(Signature of Authorized Official)

Nicholas J Calderon, Director
(Typed Name and Title of Authorized Official)

04/23/2025
(Date)

HUD

BY: Rebecca Blanco
(Signature of HUD Authorized Official)

CPD Field Office Director
(Title of HUD Authorized Official)

04/30/2025
(Date)

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
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BY: Nicholas J Calderon
(Signature of Authorized Official)

Nicholas J Calderon, Director
(Typed Name and Title of Authorized Official)

04/23/2025
(Date)

Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-CA-0283

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C); (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions.

For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, considering the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

(a) Provisions applicable to a grantee that is a private entity.

(1) Under this award, the grantee, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR part 2424.

(b) Provision applicable to a grantee other than a private entity.

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR part 2424.

(c) Provisions applicable to any grantee.

(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

- (i) Implements the requirements of 22 U.S.C. 78, and
- (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

“Employee” means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

“Private Entity” means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: Nicholas J Calderon
(Signature of Authorized Official)

Nicholas J Calderon, Director
(Typed Name and Title of Authorized Official)

04/23/2025
(Date)

NOTE: This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe’s sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

NARRATIVE

Based on similar projects in the county parks system, the Department anticipates the playground will cost approximately \$300,000 to plan, permit, and design. These costs will be paid for using San Mateo County Measure K funds. The playground would be designed to a total \$3,000,000 budget including plans, permitting, design and construction, which would provide a high-quality playground for the public. Of the estimated \$3,000,000 budget, the County is seeking \$1,000,000 in federal funding and would pay for the remaining \$2,000,000 with Measure K funds.

The Coyote Point Recreation Area is a 149-acre county-owned and operated park that is located in the City of San Mateo. Situated adjacent to the North Central and Shoreview neighborhoods in the City of San Mateo and in central San Mateo County along the Highway 101 corridor, Coyote Point serves as both a local park and regional destination (Trip Advisor ranks it as a Top 3 place to visit while in San Mateo). Annually, the park serves approximately 530,000 visitors – predominantly families and kids – and hosts approximately 1,550 reservations. The park’s 24 reservable picnic areas are popular for family events, including birthday parties, family reunions, holidays, and religious celebrations, as well as for community gatherings like the Soul Stroll (<https://www.bachac.org/soul-stroll-2022>) and Parks Department’s Kite Festival (<https://supportparks.org/event/2019-coyote-point-kite-festival/>). Coyote Point and its surrounding neighborhoods are within a designated Transportation Disadvantaged Census Tract, and are designated as a Historically Disadvantaged Community, Economic Disadvantaged Community, Equity Disadvantaged Community, Resilience Disadvantaged Community, and Environmental Disadvantaged Community according to the Department of Transportation. Coyote Point’s most popular amenity, its central playground, is rapidly approaching the end of its useful life and needs to be replaced. This playground includes multiple slides, various types of climbing features, a castle structure, swings, and a small tot-lot. As the playground elements continue to wear and break, it becomes more difficult to procure replacement parts requiring the Parks Department to close sections of the playground for extended periods of time for the safety of playground users. Further, as playground trends evolve, current features lack creative opportunities for kids to play and offer limited opportunities for people with disabilities. The Department proposes to remove the existing playground and replace it with a new, all-abilities playground that can provide recreational opportunities for people of all ages and abilities, including those in the disabled community. In recent years, parks have become a more important part of people’s lives. While multi-family housing is key to resolving the region’s housing crisis, their lack of dedicated outdoor space often creates new demand for public outdoor spaces. Further, evidence that recreating outdoors has beneficial impacts on health is growing. According to the Center for Disease Control, it is recommended that “children and adolescents do 60 minutes (1 hour) or more of physical activity each day” and “[h]aving access to places for physical activity, such as parks and trails, encourages community residents to participate in physical activity and do so more often. (CDC, <https://www.cdc.gov/healthyplaces/healthtopics/parks.htm>)” Prior to any construction occurring, the County would conduct a robust public engagement and design process. This would ensure the new playground reflects the desires of the public and offers the best

combination of swinging features, slides, and climbing structures so the park is a place people want to go to play. The objective of the project would be to build an all-abilities playground that reflects the values and desires of the public, enhances the physical and mental health of all members of the community, and enables the park to serve as a destination and community gathering location. The County intends to make the park a central gathering place for adjacent communities and having a facility that supports creative and active play of children will be instrumental in ensuring a family-friendly environment. Once the park has been improved with a new playground, additional future opportunities for community events in the park become more attractive to people of all ages.

Project Address : 1701 Coyote Point Drive, San Mateo, CA 94401

Based on similar projects in the County Parks system, the Department anticipates the playground will cost approximately \$300,000 to plan, permit, and design. These costs will be paid for using San Mateo County Measure K funds. The playground would be designed to a \$3,000,000 budget including plans, permitting and construction, which would provide a high-quality playground for the public. Of the estimated \$2,500,000 planning and construction costs, the County is seeking \$1,000,000 in federal funding and would pay for the remaining \$2,000,000 with Measure K funds.

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	\$1,000,000.00
Applicant Estimated Funding	\$2,000,000.00
State Estimated Funding	\$0.00
Local Estimated Funding	\$0.00
Other Estimated Funding	\$0.00
Program Income Estimated Funding	\$0.00
Total	\$3,000,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
CPF Grant - Construction costs	\$1,000,000.00
Total	\$1,000,000.00