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1. Transmittal Letter

To Whom It May Concern:

Magical Bridge Foundation (MBF) is pleased to submit a thoughtful proposal to leverage the generous AIPG award from the Santa Clara County Supervisors and transform Jollyman Park into an inclusive community gem and all-inclusive Magical Bridge Playground.

Since 2016, we have appreciated enthusiasm around bringing a Magical Bridge playground to Jollyman Park, from both Cupertino's city leadership team and from families in your community. This is why, when the All-Inclusive Playground Grant was released in 2017, Magical Bridge Foundation happily and generously offered to support and partner with the City of Cupertino to apply for funds at no cost. We were eager to help provide the Magical Bridge narrative, design and details to ensure your application went far beyond "accessible" and "ADA-compliant." The design principles we included then, are the same we are proud to include here, as they have earned us global recognition for creating the world's most "most innovative and inclusive" playgrounds. For the 2017 AIPG application, we created initial conceptual plans, advocated for funds on your behalf with County Supervisors and rallied Cupertino residents to share their support for building a Magical Bridge playground at Jollyman Park. Naturally, we were thrilled when your grant received the highest score from the grant committee and was awarded \$1.8M from Supervisor Joe Simitian because of our hard work together. With the required AIPG 1:1 match from the City of Cupertino, this brings the total committed project budget to \$3.6M.

As we were then, we remain excited about supporting your wishes for a playground inclusive of all abilities and all ages that exceeds typical industry requirements. A Magical Bridge in a community amplifies a city's civic identity and commitment to inclusion on all levels. We currently have four AIPG-funded projects underway and look forward to leveraging our experiences with the Jollyman Park project. Specifically: Magical Bridge Playground in Morgan Hill's Community Park (\$2M in funding from AIPG). Magical Bridge Playground in Sunnyvale's Fair Oaks Park. (2 grants from AIPG; original grant for \$1M and additional grant secured with Magical Bridge support for \$500K), Magical Bridge Playground in Mountain View's Rengstorff Park (\$1.7M in funding from the AIPG), Magical Bridge Playground in Santa Clara's Central park (\$1.7M in funding from the AIPG). As a non-profit, our passion is to create more inclusive communities through innovative playgrounds and parks.

We appreciate that the requirements you have outlined in this RFP, underscore the city's continued interest in a design reflective of a custom Magical Bridge playground. The unique play zones with both movement and respite, music innovation zone and even kindness corner, are the culmination of over a decade of our research. If you are seeking an multigenerational playground that delights all abilities and ages like Magical Bridge does, there is no one better than the Magical Bridge Foundation to do so!

Magical Bridge Foundation considers and innovates for those with autism, sensory impairments, cognitive/developmental disabilities, visual/auditory impairments, mobility/physical impairments, the medically fragile, and even older adults. We are proud to have patented innovations which come through deep engagement with local disability communities, via multicultural and multilingual, multimodal community engagement meetings and strategic outreach. In addition, we offer programming and wonderful community support to ensure the friendships and connections made on the playground extend into the community in ways that promote kindness and respect for all.. Once built, Magical Bridge playground at Jollyman Park will become part of the Magical Bridge family of all-inclusive playgrounds throughout the Bay Area.

As a 501c3 registered nonprofit, we are deeply committed to our innovative mission-based work. We regularly partner with local nonprofits to sponsor and support projects, research, and design innovations. Some of the many nonprofits we align with include CuriOdyssey Museum, Redwood City Parks and Art Foundation, Options for All, Ability Path, Smith Kettlewell, Animal Assisted Happiness, Canine Companions, LSA (Life Services Alternatives), Smithsonian - Cooper Hewitt Museum, Ada's Cafe, Community Heroes, and Bay Area Friendship Circle. Our team's experience working directly with communities, through public dialogue and meaningful engagement, will produce a custom inclusive playground that will transform your community into a beacon of inclusion. It would be a privilege to work with the City of Cupertino and begin what will be a most "magical" journey together.

Warmly,



Olenka Villarreal, CEO and Foundation - Magical Bridge Foundation olenka@magicalbridge.org

2. Proposal Overview and Executive Summary

Based on our in depth experience with similar Magical Bridge Playground projects, and our intimate knowledge of the AIPG grant program, and the history of relationship with the City of Cupertino and Jollyman Park, Magical Bridge Foundation proposes to create a Magical Bridge Playground at Jollyman Park for \$3.6M, which are the funds currently committed through the AIPG and the City of Cupertino match. \$3.6M would cover the construction costs with no additional fundraising needed. However, if further funding is needed, we can expand the scope of the project.

Proposal Overview

Magical Bridge Foundation is proposing to make a truly universally accessible and inclusive playground at Jollyman Park. The playground will be fully accessible and will allow those with and without disabilities a place to play together. The playground will incorporate the natural elements of the site whenever possible, and Magical Bridge Foundation will work closely with the community to make sure the playground meets the community's unique needs. The Magical Bridge Foundation (MBF) will perform all design, engineering, and project management-related work necessary to prepare plans and specifications for a new playground in Jollyman Park.

Magical Bridge Foundation has an established process for community input, design development, construction and opening that will include the following deliverables:

Project Process: Project Kick-off Meeting

Design Development: Site Reconnaissance, Conduct Survey of Site, Initial Design Development, City staff Design Review, Community Outreach Development, Community Outreach Staff Review Meeting, Community Meeting #1 - Community Input, Preliminary Design Development, Staff Review meeting - Input and Design Review, Community Meeting #2 - Preliminary Design Review, Staff Review meeting - Input and Design Review, Parks and Recreation Meeting - Community/Design Review, Staff Review meeting - Input and Design Review, Staff Review meeting - Input and Design Review, Community Meeting #3 - Design Option, Community Meeting #4 - Final Design, Staff Review meeting - Input and Design Review, Parks and Recreation Meeting, Other Boards and Commission Meetings - Design Review (if necessary), Staff Review meeting - Input and Design Review, Prepare Final Design, Staff Review meeting - Input and Design Review, Parks and Recreation Meeting - Recommend Final Design, City Council - Review final design (if necessary), Staff Review meeting - Input and Design Review.

Construction Drawings: 30% Construction Drawings, City Review Plan Set, 70% Construction Drawings, City Review Plan Set, 90% Construction Drawings, City Review Plan Set, Submit Full Bid Documents.

Bidding: Bid Project, Council to Approve Contract, Contract Signature

Construction Administration, including but not limited to responding to contractor questions and confirming layout of playground elements.

Playground Opening: Our team will help plan and execute the grand opening of this regional designation all-inclusive playground. Magical Bridge Foundation will ignite the local community, media and press to attend and participate in the grand opening of Magical Bridge Playground in Cupertino. We will also galvanize our sponsors and donors to participate.

Magical Bridge Capabilities

As a design firm, we are able to responsively meet the needs of our projects, and make sure that each project is magical and unique. We love working with city and community leaders as we feel they are best positioned to make real changes toward inclusion in public spaces. Magical Bridge Foundation's offices are set up for complete in-house graphic and production capabilities. Our network infrastructure, hardware, and software are continuously updated and improved to provide efficient and quality client services for a wide range of presentation material and documents. The foundation is also fully adept in AutoCAD. The foundation has held various online and in-person events and meetings on Zoom, and is well-positioned to solicit community input. MBF services shall include, but are not limited to: Playground project design

management, schematic design, design development, community outreach, finalized design, bid documents including specifications and estimates, bidding support, and construction administration support services.

3. Firm Qualifications and Experience

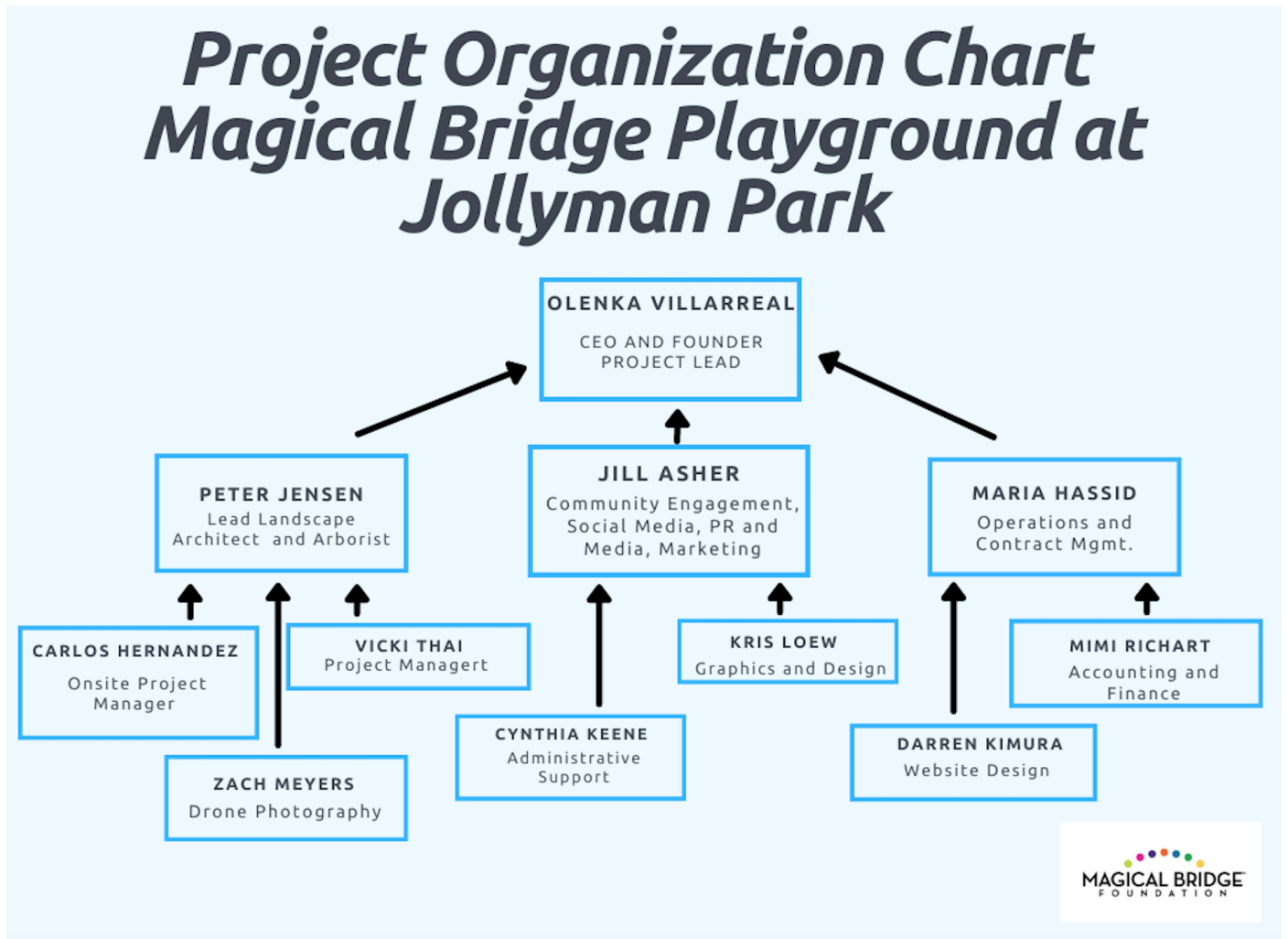
Incorporated in 2016 and a California based nonprofit, Magical Bridge Foundation’s mission, as a registered 501(c)(3) is to redefine inclusive playgrounds through truly innovative design. Far exceeding industry standards, we remove physical and social barriers in today’s traditional playgrounds to create welcoming spaces for all ages, abilities, and sizes. Through our advocacy and programs both on and off the playground, we promote kindness and ignite vital intergenerational play to build more inclusive communities. As a smaller nonprofit firm with a mission focus, we are able to provide boutique design services to cities, museums and counties, all at a reasonable and affordable cost.

Our design services are unique in our innovation process; based on universal design principles our process ensures a high level of community engagement. With each playground project, we reach out to a variety of stakeholders, including the local disabled community and find new ways to increase inclusive design elements. Each project furthers our vision of more inclusive spaces by incorporating new cutting edge designs, including our most current innovation “The Magic Map” a tactile, virtual reality map experience which allows for those with visual impairments to wayfind throughout the playground, before even visiting. Magical Bridge Foundation’s design innovations have been featured at the World Economic Forum in Davos, Switzerland, the Cooper-Hewitt Smithsonian Design Museum in New York City and on the PBS NewsHour. Most Magical Bridge playground projects have benefited from our fundraising expertise and community outreach efforts. We are proud to have secured nearly \$50M in total for our clients through targeted grant submissions, donor gifts or city and/or county funds. For all of our projects, Magical Bridge Foundation leverages the excitement generated in the construction phase to raise additional funds for programming, events and ongoing maintenance once the playground is open to the public.

Current Projects Under Contract

Project	Status	Termination	Construction Budget
Magical Bridge Redwood City	Open	Opened in December 2020	\$10M
Addison School Palo Alto	Completed	Opened in November 2020	\$500K
Curiodyssey “Whoosh” Playground - San Mateo	90% Constriction Complete	Anticipated Opening in November 2021	\$2M
Fair Oak Park Magical Bridge Playground Sunnyvale	60% Construction Complete	Anticipated Opening in March 2022	\$5.5M
Community Park Magical Bridge Playground Morgan Hill	50% Construction Complete	Anticipated Opening in November 2021	\$4.5M
Rengstorff Park Magical Bridge Playground Mountain View	90% Construction Drawing Package Complete	Anticipated Opening in January 2023	\$4.5M
Central Park Magical Bridge Playground Santa Clara	70% Construction Drawing Package Complete	Anticipated Opening in January 2023	\$4M

Project Organization Chart



Scope of Services by Task

Magical Bridge Foundation (MBF) will perform design, engineering, and project management related work necessary to produce plans and specifications for a new playground in Jollyman Park. MBF services shall include, but are not limited to: playground project design management, schematic design, design development, community outreach, finalized design, bid documents including specifications and cost analysis, bidding support, and construction administration support services to the extent these are requested, as further detailed below:

Task 1 - Outreach

OUTREACH: Subject to prompt support from Client, as requested, MBF will use reasonable efforts to provide preliminary design development of the site for the purpose of Client, community and board and commission review, including the following tasks, as applicable:

1. **City Staff Outreach:** MBF will conduct staff meetings to capture input on the desired city amenities as well as overall input about the site and issues needing to be addressed. (2 meetings maximum)

2. **Local Disable Service Providers:** MBF will reach out to the local disable service providers for input into the overall playground design (3 meetings maximum)
3. **Community Outreach - Initial Outreach:** MBF will conduct community meetings to capture input on the communities desired playground amenities and overall design concepts. MBF will take the input provided at all community meetings and summarize in a report(2 meetings maximum 1 Live 1 Virtual)
 - a. As an additional aspect of the outreach process a community survey concerning topics discussed in the community meetings will be drafted with city staff and released on line for broader and more flexible community input
 - b. A project web-page will also be created and hosted by the MBF with all project material and schedule.
4. **Boards and Commission Meetings:** MBF will present to city boards and commissions to capture input on the overall park design and approach. (4 meetings maximum)
5. **Community Outreach - Design Review:** MBF will conduct community meetings to capture input on the communities preferred design layout and playground amenities. MBF will take the input provided at all community meetings and summarize in a report. (4 meetings maximum 2 Live 2 Virtual)
 6. **Fund Raising:** MBF using it's non profit status can act as the fundraising entity by creating and hosting a donor page on the MBF website. (8% of donations will return to the MBF for hosting and maintenance of the site.)
 - a. **Best practices for 'magical' fundraising**, recommendations on donor engagement to maximize results. Review of fundraising modalities (web pages, fundraising emails, etc.) and access to branded fundraising email templates, project logos, high-res images for social share, posts etc. (5 hours maximum)
 - b. **Guidance on media and press outreach** to amplify messaging about the project and spark interest in philanthropic giving. This would include standard language for all press releases in local media about the project and the partnership. (8 hours maximum)
 - c. Establish **fundraising capacity and responsibilities** of both the Client and MBF to be outlined in the phase #2 contract. Both parties will make good faith efforts to meet these goals.
 - d. Establish **dedicated branded fundraising pages** for the project and, on request, for specific fundraising efforts such as workplace giving or matching grants, etc. as requested.
 - e. Provide **quarterly fundraising reports** to the Client outlining funds secured and outreach efforts.
 - f. Provide **regular email updates** to the community on the progress of the project.
 - g. **Manage sponsorship naming opportunities** for the project, and all names to be included on a **project donor wall** inside the playground site.
 - h. Create project visibility and funding awareness through outreach efforts, through a variety of modalities including online community engagement, input meetings, corporate outreach, etc. as appropriate.
 7. **City Council Meetings:** MBF will present (if necessary) to the city council to review the playground design and capture input/approval. (2 meetings maximum)

Sample Public Outreach Program: The MBF will use it's public relation experience to promote and encourage community involvement.

Outreach method to promote community involvement will include:

- Door hangers to the to all residence 600' from the park location - see attached
- Direct mail postcards to all residence in ¼ of a mile radius around the park location (City to provide addresses) - see attached
- Creating posts for community meetings on the city's main home and recreation web page.
- Work with city staff to post events on social media (Facebook, twitter, etc.)
- Provide both in person and online community events using powerpoint and other presentation formats (insert a link to Morgan Hill or Sunnyvale project pages)
- A project web page with all project materials with a donation option:
<https://magicalbridge.org/magical-bridge-cupertino/>

Task 2 - Data Collection and Existing Conditions

Collection and Conditions Services: MBF will collect data and existing site conditions and utilize the information to guide aspects of the overall playground design. This data will be summarized in a conditions report.

1. Site review: MBF shall visit the proposed site and make note of: Land features, utilities, trees, proximity to other park facilities (ex. Restroom and parking) and any unusual field conditions that are visible. (1 meeting maximum)
2. City Staff Site Meeting: MBF will set up a site meeting with city staff to review current site issues and maintenance already taking place. (1 meeting maximum)
3. Demographic Review: MBF will work with city staff to obtain demographic information of the neighborhoods around the proposed site. These demographics include age breakdown, economic and disability status, and race, environmental conditions per the Office of Environmental Health Hazard Assessment's California Communities Environmental Health Screening Tool: CalEnviroScreen 4.0. (1 meeting maximum)
4. Site Survey: If not already performed, a site survey of the playground area can be conducted by the MBF that will capture the topography of the site, site amenities, trees, utilities and property boundaries. (seperate fee not part of this proposal)
5. Utilities Review: MBF will work with city staff and local utility providers to identify all existing in the project location. (1 meeting maximum)
6. Environmental Regulations: MBF will work with city staff to determine if any environmental regulations are part of the project location. If it is determined to impact the location the MBF will include those regulations into the overall design. If further environmental review/consulting is necessary to resolve or address these regulations that work will be a seperate fee. (seperate fee not part of this proposal)
7. Existing Conditions Report: Document all items above as well as needs, constraints, opportunities and risks. Community outreach input will be provided in separate summary reports as noted in Task 1.

Task 3 - Recommendations - Design Development

DESIGN DEVELOPMENT SERVICES: MBF shall develop a "Preliminary Concept Recommendation Plan" for City and Community review. This plan shall depict the proposed playground design, including playground features, and associated park facility improvements that may be required.

The Preliminary Concept Plan will include the following items.

1. Playground design divided into play zones: Sliding, spinning, swimming, innovation and imagination zones and associated play equipment. Each play zone to have a minimum of three play experiences/equipment with different use levels to ensure the playground is inclusive.
2. Playground elements required to construct the playground including, but not limited to: Walls, curbs, paving, fencing, railing, gates, etc.
3. Park modifications to connect the new playground to the existing location conditions.
4. Required Santa Clara County storm runoff mitigation.
5. Necessary site utility upgrades and relocation.
6. Site furnishing: Benches, tables, drinking fountain, trash receptacles ect.
7. Provide a Preliminary cost estimate of the overall project.
8. Create 3D images of the final approved preliminary design for community and city review. Images also to be used for fundraising purposes.

Task 4 - Deliverables - Construction Drawing and Specification Development

DELIVERABLE SERVICES: MBF shall perform design services as follows:

1. **30% Construction Document Phase**
 - Following Client's approval of the Preliminary Concept Plan, MBF will move forward with the 30% design and will submit the **30% submittal** to Client for review and comments.

- MBF shall serve as the Engineer of Record for the Playground project and shall be responsible for design and preparation of complete **plans and technical specifications, bid forms** for the project. Front end contract documents (e.g., invitation to Bid, Notice to Bidders, etc.) shall be provided as well using an Client provided template.
- Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price.
- As directed by Client, MBF will prepare **documentation** to facilitate permits and outreach with utility companies, regulatory agencies, and support coordination with the overall Client project at the Playground site.

2. **65% Construction Document Phase**

Following approval of the 30% design by Client, MBF shall provide **65% plans and project documents** in sufficient detail to allow for thorough and complete review.

- Plans: All subcontracted work and all project details shall be included in this submittal.
- Specifications: Technical specifications and bid forms, which may include sections describing elements in the following plans and details:
 - Playground Layout and Construction Plan
 - Existing Site Survey Plan
 - Demolition and Tree Protection Plan
 - Grading & Drainage Plans
 - Path of Travel Plan (showing accessible route between playground, restrooms, and parking, and parking restriping)
 - Irrigation and Planting Plans
 - Restroom Building Plans, including Structural Engineering Plans, Plumbing and Sanitary Sewer Plans
 - Photo-metric Plan, Electrical Plan, Utility Plan and Storm Water Pollution Prevention Plan
 - Signage standards and requirements
 - Special provisions which will include at least the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all construction related inspections (including any special inspections and materials testing) and associated responsibility. Such a list will be developed collaboratively with Client and Magical Bridge. Inspections are the responsibility of Client. A table list of materials
 - Signage plans and details
 - Tree Protection Plan
- Project schedule update.
- 65% construction cost estimate in the format of the bid schedule.
- Utility conflicts have been resolved or a timeline for resolution of issues has been determined.

MBF to provide best effort to supply documents in format specified by Client and support coordination within the project and integration with additional project materials.

3. **100% Construction Document Phase**

Following approval by Client of 75% plans, MBF shall provide *100% plans and project documents* in sufficient detail to allow for thorough and complete review.

- 100% plans
- 100% specifications
 - Reviewed bid instructions (Client to provide)
 - Finalized technical specifications

- iii. Finalized Special Provisions
- c. Project schedule update.
- d. 100% construction cost estimate.
- e. Responses to Client's review comments on the 75% submittal, along with return of mark-ups.
- f. Other supporting documentation as necessary.

4. Bid Package Submittal

The *bid package* shall be finalized upon incorporation of Client's final comments from the 100% submittal.

The bid package submittal shall include:

- a. One electronic copy (PDF format) of full-sized drawings (30" x 42" max. sheet size"), stamped and signed on each sheet by the Engineer of Record and by discipline. (Client responsible for printing if paper copies are needed.)
- b. One electronic copy of the specifications, printed single-sided only. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
- c. Final project schedule update.
- d. Final construction cost estimate.

Other supporting documentation as necessary including documentation to support application for building permits.

Task 5 - Environmental Approvals

ENVIRONMENTAL SERVICES: The city of Cupertino would be responsible to determine if CEQA is necessary. If it is deemed necessary for the project a separate proposal for the required CEQA initial study and full CEQA report would need to be approved. Per our experience of similar projects it should be CEQA exempt.

Task 6 - Other Design Services Not Requested in the Proposal

OTHER DESIGN SERVICES: The following Services are not identified in the RFP, but would be recommended to ensure project consistency and programming guidance once the playground is open for use.

Bid Support

SERVICES: MBF shall perform bid support services as follows:

- 1. MBF will **attend one pre-bid meeting**,
 - 2. respond to all bidder's **requests for information** ("RFIs"), and support Client's coordination efforts to inform plan-holders of significant responses to RFIs, and
 - 3. prepare **addenda** as necessary.
- During bidding, all proposers' communications will be directed through Client.

Construction Support

SERVICES: Client's construction management team will have primary responsibility for construction management and inspection. Client shall have final authority on all construction and payment decisions. MBF shall provide construction support services as follows:

- 1. Attend and prepare **informational memorandum** for an internal handoff meeting from the design team to Client's construction management team. MBF shall be prepared to address possible construction issues and items for the construction management team to be aware of.
- 2. Attend **one pre-construction meeting**.
- 3. Attend **five (5) periodic construction progress meetings** as requested by Client.
- 4. Participate in the final inspection and **development of punch lists**.
- 5. **Respond to RFIs**, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.

6. Review and provide **responses to all submittals** within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review and provide **responses to proposed substitutions**, if any, for conformance to plans and technical specifications.
8. Review and make **recommendations on proposed changes to the contract** (Request for Quotations and Contract Change Orders).
9. Prepare **record drawings** based upon red-lines provided by the contractor and field reviews.
10. Participate in a **“project close out meeting”** with all parties at the end of the project.

Donor Wall Design and Implementation

1. Leveraging social media and local press, MBF create a strategy to raise awareness and additional supplemental funds for the project
2. Establishing dedicated web fundraising pages
3. Managing, designing and confirming layout on the custom designed donor wall

Onsite Program Materials

SERVICES: MBF can provide the city with program support for PlayPark activities upon opening of the facility.

1. Brand materials for onsite programming, including:
 - a. Kindness Ambassador Program, (a volunteer program for high-school students) Program Manual
 - b. Summer Concert Series Launch Kit
2. Common-core aligned social-emotional learning activity packets (**Kindness Kits**) for use in local classrooms. Activity packets may be used at any school in the local public school district. Activities include onsite playground activities, and classroom activities with lesson plans.
 - a. pre-K/K Kindness Kits
 - b. 1st grade - 3rd grade Kindness Kits
 - c. 4th grade - 5th grade Kindness Kits

Financial Stability and Pending Litigation

Since its founding in 2016, Magical Bridge Foundation has never experienced receivership or any other financial difficulty. Our publicly available 990s can be found on our website. We are *currently* managing a playground construction portfolio of projects of over \$30M dollars. Magical Bridge Foundation has no current or former lawsuits or litigation against it.

4. Staff Qualifications and Experience



City and Staff Liaison, Project Leader. Olenka Villarreal: Founder of Magical Bridge Playground in Palo Alto and Magical Bridge Foundation. As a former Silicon Valley leader, Olenka brought together an effective team of experts, city officials and volunteers to design and develop the groundbreaking Magical Bridge Playground in Palo Alto, CA. Once open to the public in 2015, she emerged as a respected thought-leader and advocate for playgrounds which reflect the play needs of everyone in a community. As co-inventor and patent-holder of several playground components, she frequently lectures at Stanford University and is thrilled about how the foundation's work is extending and inspiring a much-needed and truly magical play movement. Olenka will be the point person and liaison to this project, and will continue to ensure that once built, Magical Bridge Playground in Cupertino will delight everyone in the community and beyond.



Architect and Project Manager, Peter Jensen: Peter Jensen is the key Landscape Architect (CA license number 5663) and Arborist for the Magical Bridge Playgrounds and instrumental in developing the original design philosophy of Magical Bridge's mindfully-designed play environment. He is currently the lead architect on the following Magical Bridge projects: Magical Bridge Sunnyvale; Magical Bridge Morgan Hill and Magical Bridge Santa Clara. Peter brings an array of knowledge to this team with over 20 years of design and project experience assisting in each stage of development creating a partnership with city staff to ensure the most inclusive and engaging playground for the Cupertino Community.



Onsite Construction Project Lead: Carlos Hernandez. Carlos is a licensed landscape architect and collaborates as a consultant with the Magical Bridge Team. He has extensive experience both domestically and internationally with projects in Dubai, Abu Dhabi, China, California, Texas, and Washington DC, to mention a few of the places where he has lived and worked. Carlos' interests include creating unique universal-accessible spaces through thoughtful project design strategies and solid construction practices. Carlos applies and adapts his management and design expertise in retail, corporate, governmental, hospitality, residential, and master planning work to site-specific projects. Carlos is a member of the American Society of Landscape Architects (ASLA), is currently licensed in California, and holds AP (Accredited Professional) credentials for SITES and LEED Building Design and Construction (BD+C). Carlos will partner with the city and provide onsite leadership to ensure the project is completed in a timely and cost effective manner.



Community, Press, and Media Engagement, Jill Asher: Jill is part of the founding team of Magical Bridge Playground in Palo Alto and the Executive Director and co-founder of Magical Bridge Foundation. A seasoned public relations and marketing executive, Jill left a successful high tech career to run the Magical Bridge Foundation where she leads administration, community engagement, development, public relations and marketing. During this project, Jill will actively engage with the community to promote a full and thoughtful spectrum of communication and fundraising programs to raise awareness about the project to raise additional funds. In addition, she will keep the media and press engaged about the project, support groundbreaking and grand opening ceremonies and provide the lead on our Kindness Ambassador Program.



Operations Support, Maria Hassid: Maria knows that something truly magical happens when people can play together. She is honored and excited to be heading up operations and development efforts at the foundation and is grateful to be a part of something that brings so much joy to so many people every day. Before coming to Magical Bridge, Maria had a long and varied career in the nonprofit sector; including managing federal grants through the federal office of Juvenile Justice and Delinquency Prevention. Maria will be the dedicated contact person responsible for contracts, payments, and reports. She holds a MBA for UC Davis and was the valedictorian of her class.

Key Consulting Firm List

As part of all of our projects, Magical Bridge Foundation works with various consultants and subcontractors. Confirmed subcontractors for the Jollyman project include:

Landscape Architect

Groundswell Landscaping
PO BOX 447
Palo Alto, CA 94301
PH: (310) 968-1076

Surveyor and Civil Engineer

SANDIS
4265 Spyres Way, Suite C
Modesto, CA 95356
PH: (209) 820-5385
Contact: Chris Cintean, PLS

Geotechnical Engineer

ATLAS Technical Consultants
2001 Crow Canyon Road, Suite 210
San Ramon, CA 94583
PH: (925) 314-7100
Contact: Corey Dare, PE, GE

Structural Engineer

AKH Structural Engineers, Inc.
1505 Meridian Avenue, Suite B
San Jose, CA 95125
PH: (408) 978-1970
Contact: Time Hyde, SE

Electrical Engineer

Cooper Preuit Engineers, Inc.
4855 Atherton Avenue, Suite 150
San Jose, CA 95130
PH: (408) 307-0206
Contact: Bijan Pour

5. Similar Projects

Magical Bridge Foundation is the premier provider of all-inclusive public play spaces in Silicon Valley. With global recognition, local brand awareness, our foundation has been the 'go-to' partner and resource for communities in the Silicon Valley and beyond. For each of these projects, working closely with our city partners, Magical Bridge Foundation hosted community input and engagement meetings, created schematic designs, created construction documents, supported city staff in the bid process, supported city staff and the construction teams during construction, and raised additional funds through philanthropists and high tech giving, and ignited the local community to give. The goal for all these projects was to mindfully design a playground that far exceeded ADA (Americans with Disabilities Act) mandates. Based on over 10 years of research and experience, Magical Bridge Foundation creates a welcoming and joyful place for everyone, including those living with visible and invisible disabilities, the medically fragile, and even the aging population.

Besides our design expertise and experience, Magical Bridge Foundation also offers a deep understanding of the nuances of the AIPG grant, and has a strong working relationship with the county in bringing these projects to full and successful completion. Our experience has demonstrated how to design, build our AIPG sponsored projects, ensure full compliance county deliverables, and manage required reports and reimbursements back to city partners. We will be fully engaged during every phase of the project, including messaging to the community, design, construction documents, ground breaking, construction, and opening. Our three referenced projects include:

Redwood City Playground. Our partnership with the city of Redwood City began in 2016 when our Foundation was created, shortly after the opening of Magical Bridge Playground in Palo Alto. With worldwide requests to create more Magical Bridge Playgrounds, we approached the City of Redwood City to build the second Magical Bridge Playground in Red Morton Park. Magical Bridge Foundation supported the Parks and Recreation team with all phases of the project and opened the playground to the public in December 2020 (during COVID).

Morgan Hill Playground. Magical Bridge Playground coming to Morgan Hill's Community Park is currently under construction and plans to open in November 2021. With grant writing support from the Magical Bridge Foundation, the City of Morgan Hill was awarded \$2M in the first round of the AIPG. The City of Morgan Hill matched these funds awarded by the AIPG. This is a \$4.5M all-inclusive Magical Bridge Playground project.

Sunnyvale Playground: Magical Bridge Playground coming to Sunnyvale's Fair Oaks Park is currently under construction and plans to open in early 2022. With grant writing support from the Magical Bridge Foundation, the City of Sunnyvale was awarded \$1M in the first round of the AIPG and then awarded \$500K during the second round. The City of Sunnyvale matched these funds awarded by the AIPG. This is a \$5.5M all-inclusive Magical Bridge Playground project.

6. References

Client: City of Redwood City

Description of the Project: From inception to opening, our goal was to build an all-inclusive, Magical Bridge Playground in Redwood City's Red Morton Park. This including designing, raising funds and awareness, and construction of Magical Bridge Playground in Redwood City

Duration of the project including start date: 4 years (2017-2020)

Reference #1: Chris Beth - Parks, Recreation and Community Services Director, City of Redwood City

cbeth@redwoodcity.org

650-780-7253

Results/Deliverables: MBF hosted community engagement meetings, created conceptual designs, supported SSA Landscape Architects on construction documents, raised funds and awareness about the projects.

Partnered with the Redwood City Parks and Art Foundation to launch the Kindness Ambassador Program, creation of additional artwork to be installed in the playground. Managed media and press relations. Opened the playground in December 2020. MBP in Redwood City now welcomes 30k+ visitors per month.

Client: City of Sunnyvale

Description of the Project: From inception to groundbreaking and the grand opening in early 2022, our goal is to build an all-inclusive, Magical Bridge Playground in Sunnyvale's Fair Oaks Park. This included writing the AIPG, conceptual designs, fundraising and awareness, and construction of Magical Bridge Playground in Sunnyvale.

Duration of the project including start date: 2017-present (on going)

Reference #1: Jim Stark, Superintendent of Parks, City of Sunnyvale

jstark@sunnyvale.ca.gov

408-730-7596

Reference #2: Larry Klein, Mayor, City of Sunnyvale

larry@larryklein.com

408-504-6675

Results/Deliverables: Magical Bridge Playground in Sunnyvale's Fair Oaks Park is currently under construction with Robert A. Bothman Construction leading the project. We plan to open this regional destination, all-inclusive Magical Bridge Playground in early 2022.

Client: City of Morgan Hill

Description of the Project: From inception to groundbreaking and the grand opening in November 2021, our goal is to build an all-inclusive, Magical Bridge Playground in Morgan Hill's Community Park. Our work included writing the AIPG, conceptual designs, fundraising and awareness, and construction of Magical Bridge Playground in Morgan Hill.

Duration of the project including start date: 2017-present (on going)

Reference #1: Chris Ghione, Public Services Director, City of Morgan Hill

408-782-9154

Chris.Ghione@morganhill.ca.gov

Results/Deliverables: Magical Bridge Playground in Morgan Hill's Community Park is currently under construction. CRW Construction is leading the construction project and we plan to open this regional destination, all-inclusive Magical Bridge Playground in November 2021.

7. Fee Schedule and Current Labor Rate

Total Project Fees By Tasks

Tasks	Amount
Task 1 - Outreach	\$115,000.00
Task 2 - Data Collection and Existing Conditions (Includes Survey)	\$85,000.00
Task 3 - Recommendations	\$120,000.00
Task 4 - Deliverables	\$155,000.00
Task 5 - Environmental Approvals	\$15,000.00
Total Task 1-5 (Requested RFP Tasks)	\$490,000.00
Additional Tasks (Not included in RFP Tasks)	
Task 6 - Other Services	\$45,000.00
Total Task 1-6 (Tasks to Complete Project)	\$535,000.00*

**fee based on a total project construction costs of \$3.6M. If the construction cost exceeds \$3.6M additional fees would be added based on expanded scope.*

Fee Schedules for Additional Tasks

Fees for services beyond what is outlined in the “Total Project Fees by Tasks” (when requested and approved) shall be identified as such and billed at the current billing rate schedule.

Magical Bridge Foundation’s Standard Hourly Rate Schedule
Effective January 1, 2021

SCHEDULE OF FEES

For Professional Services*

<u>Time Charges</u>	<u>Hourly Rate Range</u>
Principal	\$185
Associates	\$155
Project Staff	\$125

*Note hourly professional service fees will be charged for any additional activities requested beyond the scope of work stated in Scope of Work Proposal.

Reimbursable Expenses - Mileage at the current IRS approved rate. Travel expenses as required. Other project expenses @ cost plus 10%: Including printing, graphics, special shipping or delivery.

8. Standard Insurance Levels

Magical Bridge maintains insurances in the following levels and will have these insurances through the course of the project; Commercial General Liability (\$1M per occurrence), Business Automobile Liability Insurance (\$1M per accident for hired and non-owned autos), Workers’ Compensation (to the extent required by the State of California), Employer’s Liability Insurance (\$1M per accident).

Appendix

Additional Terms and Considerations

Proposal Assumptions

- A. LIMIT OF WORK – As discussed in the initial site meeting, are the base for this scope of service proposal. A future exhibit will be agreed upon by both parties that clearly outlines the limits of work.
- B. CLIENT APPROVALS – Required for any additional work outside the scope of the proposal.
- C. CAD SITE SURVEY – a site survey will be required in dwg. format that clearly shows all existing site grades including adjacent properties and street curb and sidewalks in multiple locations. clearly indicate property lines, curbs, utilities, existing and proposed utility improvements, and other pertinent information deemed necessary for MBF to prepare accurate landscape design documents.
- D. PRINTING COSTS - Magical Bridge Foundation will assume all expenses related to design for agreed upon social media posts and printed materials, including (but not limited to) signs, flyers, door tags, postcards. Client will assume all costs for local printing, and physical distribution of the printed materials.

Proposal Exclusions

Items not covered in Scope of Work Tasks 1-5 and assumed to be provided by the Client or others:

- A. Preparation of a Site Survey
- B. CEQA Initial Study and Report

Invoicing And Payment Policies

- A. In contracting with MBF for professional services, Client warrants that funds are available to compensate MBF for the total amount of services and expenses contracted and that these funds are neither encumbered nor contingent upon subsequent granting of approvals, permits or financial commitments by lending institutions or other third parties.
- B. MBF submits invoices every four (4) weeks (not necessarily falling on the first or last day of the month). Client shall notify MBF, in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by Client. Amounts indicated on invoices are due and payable immediately upon receipt. Client's account will be considered delinquent if MBF does not receive full payment within forty-five (45) days after Client has received the invoice.
- C. A service charge will be applied at the rate of 1.5 percent per month (or the maximum rate allowable by law) to delinquent accounts. Payment thereafter will be applied first to accrued interest and then to the principal unpaid by the Client. Client shall pay all costs and expenses, including without limitation, reasonable attorneys' fees and expenses incurred by MBF in connection with the collection of delinquent accounts of Client.
- D. If a sixty (60) day delinquency by Client occurs, MBF may choose to suspend work. If such a decision to suspend work is made, MBF will notify Client in writing. MBF may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, increases in costs or fees, or other amounts required to be paid by Client under this agreement are made in full. If a delinquency by Client occurs and MBF chooses not to suspend work, no waiver or estoppels shall be implied or inferred. Client agrees and understands that if MBF decides to so suspend its work, MBF shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, or any other third party, that may arise from or be related to such a work suspension. Client agrees to hold MBF harmless from and completely indemnify MBF from and against any and all damages, costs, attorney's fees, and/or other expenses, which MBF may incur as a result of any claim by any person or entity arising out of such a suspension of work. Additionally, MBF maintains the right to withhold instruments of professional service pending payment.

- E. It is recognized and agreed that the design services provided for in this agreement will not and cannot be completed until all such services, including field observation services, have been performed in full by MBF. Client acknowledges that the inability of MBF to complete those services will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications thereto, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the project. Therefore, in the event that this agreement is prematurely terminated or that MBF is otherwise precluded from completing the services set forth herein, the Client agrees to hold harmless, indemnify and defend MBF from and against any and all claims, except those claims arising out of Magical Bridge Foundation's sole negligence or willful misconduct.

General Terms

CHANGES AND DELAYS

- A. Magical Bridge Foundation will discuss any changes or delays with the Client and will not move forward with work until the Client has approved said changes or delays, in writing.
- B. Any additional costs incurred as a result of the changes and/or delays must be discussed with the Client and approved in writing or verbally.

CONFIDENTIALITY

Each party will hold in confidence and neither use for any purpose, except the purpose of exercising its rights or performing its obligations under this agreement, nor disclose to any third party, any information of the other party which is marked as proprietary or confidential, or which would be understood to be proprietary or confidential based on the nature of the information or circumstances of disclosure. Confidential information of MBF includes the Designs.

GOVERNING LAW

This agreement will be governed by the laws of the State of California, excluding its conflict of law principles.

DISPUTE RESOLUTION

In the event of any claim or dispute arising under or relating to this agreement, executive-level representatives of both parties will first meet and discuss in good faith for 30 days in an effort to resolve any disputes informally. Any claim or dispute not resolved by such informal discussions, shall be resolved by binding arbitration as set forth below.

ARBITRATION

Client agrees that all disputes between Client and MBF (whether or not such disputes involves a third party) with regard to Client's relationship with MBF, including without limitation disputes related to this agreement, Client's use of the services, and/or rights of privacy and/or publicity, if not resolved by informal dispute resolution, as described above, will be resolved by binding, confidential arbitration, conducted in English, held in Santa Clara County, California, administered by the American Arbitration Association ("**AAA**") before a sole arbitrator in accordance with the then-current AAA Commercial Arbitration Rules. The award rendered by the arbitrator shall be final and binding on the parties thereto, and judgment thereon may be entered in any court of competent jurisdiction. Nothing in this section shall prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief. Client and MBF hereby expressly waive trial by jury, discovery and rights to appeal in arbitration, which are generally more limited than in a lawsuit, and other rights that Client and MBF would have in court may not be available in arbitration. Client may bring claims only on Client's own behalf. Neither Client nor MBF will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate.

INDEMNIFICATION

The Client agrees to indemnify, defend, and protect MBF from and against all lawsuits and costs of every kind pertaining to the MBF, any false information delivered by the Client pertaining to the Property, or failure to deliver relevant information by the Client.

PROMOTION

The Client hereby authorizes MBF to take photographs of the Client's property for the use of promoting Magical Bridge Foundations Design and Installation Services at the Client's discretion and grants MBF the sole right in the intellectual property of any such photographs. Any initial press releases concerning grants awarded or playground will be jointly agreed, and Client may not use Magical Bridge Foundation's logos, trade names, trademarks, or service marks without Magical Bridge Foundation's express written permission.

LIMITATION OF LIABILITY

Magical Bridge Foundation's liability for damage on account of any act, error, omission or other professional negligence, or any other liability arising under or related to this agreement, shall be limited to a sum not to exceed the amount paid by Client hereunder.

FORCE MAJEURE

Nonperformance or delays of MBF under this agreement shall be excused to the extent attributable to any causes beyond the reasonable control of MBF, including pandemics (including COVID-19), strike, fire, flood, governmental acts, orders or restrictions, nonperformance or delays by Client, or any other reason where failure to perform or delay in performance is beyond the reasonable control of MBF.

OWNERSHIP OF DESIGNS

As part of working together to create a new Magical Bridge Playground with secured funds, both parties agree that Magical Bridge Foundation will create the construction drawings and designs for the playground, and the City of Cupertino will not create a playground without Magical Bridge Foundation's involvement or use the secured funds for any other purpose. Both parties also understand and agree that Magical Bridge Foundation owns all rights, titles, and interests, including all intellectual property rights, in and to the concept level site plan, construction drawings and designs, and any other drawings and designs created by Magical Bridge Foundation (collectively, "**Designs**"), and the City of Cupertino may not use the Designs for any purpose without Magical Bridge Foundation's express written permission.

We are COVID safe and ready

Living in today's unprecedented times, this global pandemic has required new thinking on health and safety practices particularly in public spaces. Magical Bridge continues to innovate, and we have taken lessons learned from opening and reopening two Magical Bridge Playgrounds during COVID, working with the medically fragile community and disabled population to help frame our COVID-19 response. We are pleased to discover that many of our design innovations are well suited to this unique moment in time; to protect those with respiratory issues, our playgrounds never have had tanbark or sand, making the whole playground easy to clean. To invite multiple modalities of play, our playground equipment has always been spread out. To make our playgrounds wheelchair friendly, they have always lacked narrow passages; unlike typical 'post and platform' play structures our wide-open play spaces will easily allow for social distancing. Our fenced-in play areas (a feature designed for the safety of cognitively disabled visitors who may bolt) creates a defined space and single point of entry so that we can easily control the total number of visitors to the playground. Our built-in water features mean water accessibility at our playgrounds, and we are exploring adding hand washing stations to our new playgrounds. We are working with leading public health officials and playground innovators to develop new ways to ensure magical and safe play is available to everyone throughout this challenging time.

Despite the challenges we have all faced during the global pandemic all of our projects continue to move forward and more than ever, we are all feeling how deeply we all need joyful and welcoming public spaces. We are confident that when our new projects open, they will be safe and fun for all. We hope you will continue to join us on the journey to give ALL a place to play, regardless of ability, disability, size or age.

Client Responsibilities

Client Responsibilities: Client is responsible for the following activities:

1. Identifying an appropriate location for the development of the playground and park land area (the “Site”);
2. Obtaining all required licenses, permits, and approvals for development of the Playground, including any required approvals from the Client provided that MBF supplies the necessary documentation to support the application for Building Permits;
3. Providing survey data in AutoCAD format as defined in the project scope;
4. Performing a timely planning review of design plans and providing responses from all essential Client departments regarding any and all concerns to be addressed in the Final Design;
5. Using its best efforts, provide reasonable assistance and cooperation to MBF to solicit and procure Community Donations for the Playground including preparing and submitting applications for grants or other funding opportunities.
6. Allowing for reasonable access to the Site by MBF employees and agents, including but not limited to the MBF landscape architect;
7. Facilitating meetings and discussions between MBF and various stakeholders which may include all districts, and other relevant and existing Client email lists in order to ensure community support for the Playground;
8. Providing all reasonable assistance to MBF in arranging a meeting to develop the theme, colors, and unique features of the Playground;
9. Except for Services set forth in the Scope of Work entering into and performing all obligations under all agreements with third-party contractors performing services related to the Playground.
10. Upon opening, use Magical Bridge-approved site signage (for policies, rules, and restrictions) with verbiage that ensures guests of all ages, all abilities, and the community at large truly feel welcomed in your new space.

MBF Services are subject to the Client’s performance of the foregoing activities.