



Sylvan Union School District

Modesto, CA

P17_0553_Somerset Child Care

May 8, 2017

Introduction

Thank you for considering Miracle Playsystems! We have included a proposal for equipment specific to your play area along with general information and the following:

- 1 Company Overview
- 2 Design Solutions
- 3 Cost Summary

If you have any questions regarding this proposal and accompanying information, please contact Tammie Ward at (831) 242-0063

Thank you,
Miracle Playsystems

Company Overview



Create Fun!

be you

be inspired

be informed

be better

Miracle Playsystems - Designing Play is the leading play equipment design, distribution and specialty contracting firm - providing public agencies and architects with unique and visually stunning design solutions.

Our dedicated team of sales, design and construction experts will help you through each phase of your project, ensuring the utmost quality and outstanding customer service. Our staff continually works to educate clients on the newest trends in playscape design and how to utilize them in the most cost effective way.

Although designing compliant playgrounds is always our primary concern, creating contemporary and exciting playgrounds for communities is our true passion.



Design Solutions Renderings and Plan Views





Somerset Child Care

Modesto, CA.

5/4/17

// COLOR CHOICES

Rock-ite® Plastic Color Choices

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



Mira-Lene™ Panel Color Choices



Miracle swing seat colors



// COLOR CHOICES

Mira-Cote® Powder-Coated Painted Metal Color Choices

Posts, Arches, Swings and Accents (Railings & Climbers).



Actual colors may vary due to four color printing process.

Textured Mira-Therm™ Color Choices

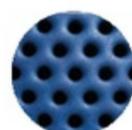
Mira-Therm™ coatings for Decks, Steps, Ramps, Bridges and Cargo Climbers are available in either orthophthalate-free Mira-Therm™ 2 (vinyl) or Mira-Therm™ PE (polyethylene)-based coatings with anti-microbial enhancements.



Red



Brown



Royal Blue



Sand



Hunter Green



Dark Gray



PO BOX 263
 ALAMO, CA 94507
Phone (800) 879-7730
Fax (510) 893-2163
Email info@miracleplaygroup.com



Job: P17_0553_Somerset Child Care Number: 00000501 Type: Equipment and Install CSL: PO: Terms: Net 30	End User/Ship To: Sylvan USD 2800 Coffee Rd Modesto, CA 93955 Delivery Contact: Jason Gales 209-527-3865	Bill To: Sylvan USD 2800 Coffee Rd Modesto, CA 95355
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Item	Type	Qty	Rate	Total
Miracle Equipment Per Drawing 001 - NJPA discount Applied and Free Freight Per NJPA Contract #030117-LTS	Equipment	1	\$33,077.00	\$28,776.99
Subgrade Curbing 142 LF	Install	142	\$30.00	\$4,260.00
Wood fiber removal @ 12" thickness (NOT inclusive of disposal - quoted case/case) disposed of onsite	Install	60	\$1.25	\$75.00
Demo of equipment & timbers	Install	1	\$4,650.00	\$4,650.00
50/50 Standard color & black PIP to accommodate 4' CFH	Install	1,214	\$6.63	\$8,048.82
Rubber Surfacing Install Only: over prepped area:all PIP assumes no design work installation	Install	1,214	\$9.94	\$12,067.16
Equipment Installation to plan per specificaton (non-prevailing - if prevailing wages are required additional charges may apply)	Install	1	\$12,570.00	\$12,570.00
Excavation of Native soil to accommodate Baserock for Poured in Place Rubber -Spoils to remain on site	Install	1,214	\$3.00	\$3,642.00
Baserock (assumes 4" delivered and compacted)	Install	1,214	\$5.25	\$6,373.50

Sub Total \$80,463.47
Total Freight \$0.00
Total Tax \$4,076.06
Grand Total \$84,539.53

Company:
 Signature:
 Name:
 Date:

NOTE:

- Footing spoils, excavated native soil and engineered fiber to remain on site
- District to check for underground utilities before installation
- Dumpster to be provided

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 90 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER AND CHECK TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card processing fees are 5% which will be added to all credit card charges • Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary and are as follows:
 - 5-6 weeks for standard (non-custom) play features for US based manufacturers;
 - 10-12 weeks standard play features (non-custom) from European & Canadian manufacturers. Expedited Air Freight is available for additional cost (calculated on case by case basis).

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Customer:



// WARRANTY

COMPREHENSIVE COVERAGE WITH THE MIRACLE® LIMITED WARRANTY

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT against structural failure due to corrosion and defects in materials and workmanship on aluminum deck posts, steel deck posts, the VersaLok® fastening system, and associated fastening hardware.
2. LIMITED FIFTEEN (15) YEAR WARRANTY against structural failure due to corrosion and defects in materials and workmanship on steel support legs and Mira-Therm™ II on MEGA TOWER®, TOTS' CHOICE®, KIDS' CHOICE®, CENTER STAGE®, Nexus® and Boulder Ridge® Rock Wall; on playsystem steel components including railings, rungs, and rigid climbers; and Rockite®.
3. LIMITED FIFTEEN (15) YEAR WARRANTY against structural failure due to corrosion and defects in materials and workmanship on all PlayCover® and Outdoor Training System steel frames.
4. LIMITED EIGHT (8) YEAR WARRANTY on Play Terrain® Synthetic Turf safety surfacing for attenuation performance and appearance. Please contact your local representative for more information.
5. LIMITED EIGHT (8) YEAR WARRANTY against rot, UV deterioration and defects in materials and workmanship on all PlayCover® fabric (NOTE EXCEPTION - shades of red carry LIMITED THREE (3) YEAR WARRANTY).
6. LIMITED FIVE (5) YEAR WARRANTY against structural failure due to defects in materials and workmanship on Kidrox® Climbing Rocks.
7. LIMITED FIVE (5) YEAR WARRANTY against degradation of design loading capabilities on all Webscapes® Net Climbers and Nexus® Nets (NOTE EXCEPTION - Webscapes® Net Climbers and Nexus® Nets carry a LIMITED ONE (1) YEAR WARRANTY against defects in materials and workmanship).
8. LIMITED THREE (3) YEAR WARRANTY against failure due to defects in materials and workmanship on Trim Timbers®.
9. LIMITED ONE (1) YEAR WARRANTY against failure due to defects in materials and workmanship on Slashproof Swing Seats and 360° Bucket Tot Seats for Swings.
10. LIMITED ONE (1) YEAR WARRANTY against structural failure due to defects in materials and workmanship on the following products and components: TODDLERS' CHOICE® main support materials and decks; pool slide support structures, stairways, landings, and railings; and bleachers.
11. LIMITED ONE (1) YEAR WARRANTY against failure due to defects in materials and workmanship on all MiracleTech™ Security products, including ParkWatch™, SonicScreen™ and SiteBrite™.
12. LIMITED ONE (1) YEAR WARRANTY against structural failure due to defects in materials and workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers, swivels, chains, whirls, trolleys and flexible climbers.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle will within a reasonable time and in its sole discretion repair or replace such defective or non-conforming product by providing replacement products or part(s) free of charge to the site. The Miracle limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s).

All warranty periods begin on the date of the Miracle invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty. All warranties extend only to the original Buyer/end user of products from Miracle or a Miracle authorized reseller and are not transferrable.

These limited warranties apply only to Miracle products that are erected and installed in conformance with Miracle installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions. These limited warranties specifically do not cover Miracle products: that have been modified, altered, or misused; that have not been used as designed or intended; to which non-Miracle parts have been added or substituted; or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, extraordinary weather or acts of God. MiracleTech Security™ systems limited warranties do not cover products serviced or repaired by unauthorized service providers. These limited warranties do not protect against color fade, except for PlayCover® as noted above. Buyer, by acceptance and use of these limited warranties, waives any rights it would otherwise have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

EXCEPT AS EXPRESSLY WARRANTED HEREIN, MIRACLE EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL MIRACLE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR OTHER PECUNIARY LOSS).