



## Innovative PlayPark™ Design for Proposal for Ravenswood City School District







Mr. William Eger, Chief Business Official  
Ravenswood City School District  
2120 Euclid Avenue  
East Palo Alto, CA 94303

Feb. 19, 2021

**Re: Proposal for Professional Design Services - Magical Bridge PlayPark at Ravenswood Middle School**

**Dear Will:**

We are delighted you are considering a partnership with Magical Bridge Foundation.

Magical Bridge Foundation is uniquely qualified to not only design the “nation’s most innovative inclusive playground”, but to be your partner in this project from concept to ‘magical’ opening. We are proud of our successful partnerships with other local cities, like yours, that have secured over \$50M in government grant funds for our playgrounds. Selecting us as your partner means benefiting from our experiences in grant writing, landscape architecture and design engineering to ensure a successful and impactful project.

A Magical Bridge PlayPark in Ravenswood Middle School, at 2450 Ralmer Ave. in East Palo Alto will be inclusive for people of all abilities and ages, and will create a welcoming place for its entire community to play in and to connect with one another. It will add much-needed amenities to make it a regional destination, symbol of your city’s civic identity and commitment to inclusion. Design details will transform the park and playground into a comfortable and truly welcoming play space for adults and children alike.

Magical Bridge Foundation transcends typical landscape architecture firms, as we design public play spaces that serve the needs of a whole community. Our playground designs uniquely consider and innovate for those with autism, sensory impairments, cognitive/developmental disabilities, visual/auditory impairments, mobility/physical impairments, the medically fragile, and even older adults. Since its inception, Magical Bridge Foundation has become world-renowned for creating iconic regional destination playgrounds and we currently have 10 playground projects in various states of development across California and several in Singapore.

It will be my pleasure to serve as your primary contact for the Magical Bridge Foundation. My experience working directly with communities, through public dialog and meaningful engagement, will offer a custom inclusive playground project that will transform your community into a beacon of inclusion. Jill Asher, our Executive Director, will apply her deep expertise in public relations and media to ensure your project makes a big splash and becomes the ‘talk of the town’. Peter Jensen, our award winning landscape architect and arborist, and our full service design team will envision a truly magical playground to reflect your diverse community. We are excited about forming this partnership with you. I look forward to hearing from you and getting started in making some real magic together!

Olenka Villarreal  
CEO and Founder

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# Proposal Summary

**To realize the vision of a new highly inclusive PlayPark, Magical Bridge Foundation is proposing to partner with the Ravenswood City School District (the “CLIENT”) to build a custom Magical Bridge PlayPark incorporating the needs of all ages and abilities.**

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 PlayPark, before even visiting. Magical Bridge Foundation 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.



## **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 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.



# Profile on the Proposing Firm

## **Magical Bridge Foundation: Profile on the Firm**

Magical Bridge Foundation's mission, as a registered 501(c)(3), redefines 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.

Most Magical Bridge PlayPark 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.

## **Capacity**

As a full service 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.

## **Resources**

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 and community input.

## **Financial Stability**

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.

## **Lawsuits/Litigation**

Magical Bridge Foundation has no current or former lawsuits or litigation against it.



# Magical Bridge Solutions



## Destination Playgrounds

Internationally-recognized and award-winning innovative and inclusive public playgrounds intentionally designed for all ages and abilities.



## Specialty Playspaces

Custom and themed park designs for schools, museums, zoos, hospitals, churches, adventure parks, etc.



## PlayParks + Plazas

Integrated park solutions that optimize open space for recreation, community engagement, and commercial and residential developments.



## OUR MISSION

**We believe that everyone regardless of ability or disability deserves a safe and fun place to play and connect. Through our innovative design and programs, we promote kindness and multigenerational play that builds more inclusive communities.**

## OUR MAGIC

Our playgrounds, parks, and plazas are welcoming, engaging, and comfortable for all ages and abilities with a range of challenging activities, a variety of outdoor experiences, and many opportunities for visitors to connect, reflect, and build relationships — with nature and each other. Whether we are designing destination playgrounds, custom play areas, or community parks of any size, our solutions meet the following criteria:

1

### THERE IS AN ACCESSIBLE WAY

We work with city planners and developers to ensure everyone can safely and easily get to our playspaces. Once there, smooth and barrier-free entry points, surfaces, and travel paths enable everyone to move safely through the space — and our intentional layout, signage, wayfinding, and equipment is designed for maximum accessibility.

#### ★ MAGIC TOUCH

*At our destination playgrounds, visitors using wheelchairs or other mobility devices can reach the top of our slide mound and the second story of our playhouse.*

2

### IT'S EASY TO PLAY

Beyond “accessible,” our design and equipment standards consider those with autism, sensory impairments, medical fragility, and varying cognitive and physical limitations along with other visible and invisible disabilities. We design for maximum play value with a variety of creative and beneficial play opportunities at multiple challenge levels. “Magical” means everyone — all ages and abilities — can join in the fun!

#### ★ MAGIC TOUCH

*Our patented Dignity Landings™ at the bottom of our slides give those needing extra time a safe space to wait for their mobility device or help from a friend.*

3

### IT'S MAGICAL ENOUGH TO STAY

In addition to the many creative and engaging play experiences, we provide comfortable places to relax, sit, and retreat. We also offer gathering spaces, ample shade areas, and quiet places to reflect and enjoy the outdoors. Our park amenities (i.e.... parking, bathrooms, water fountains, etc.) work for everyone, so visitors can plan a long and fulfilling visit.

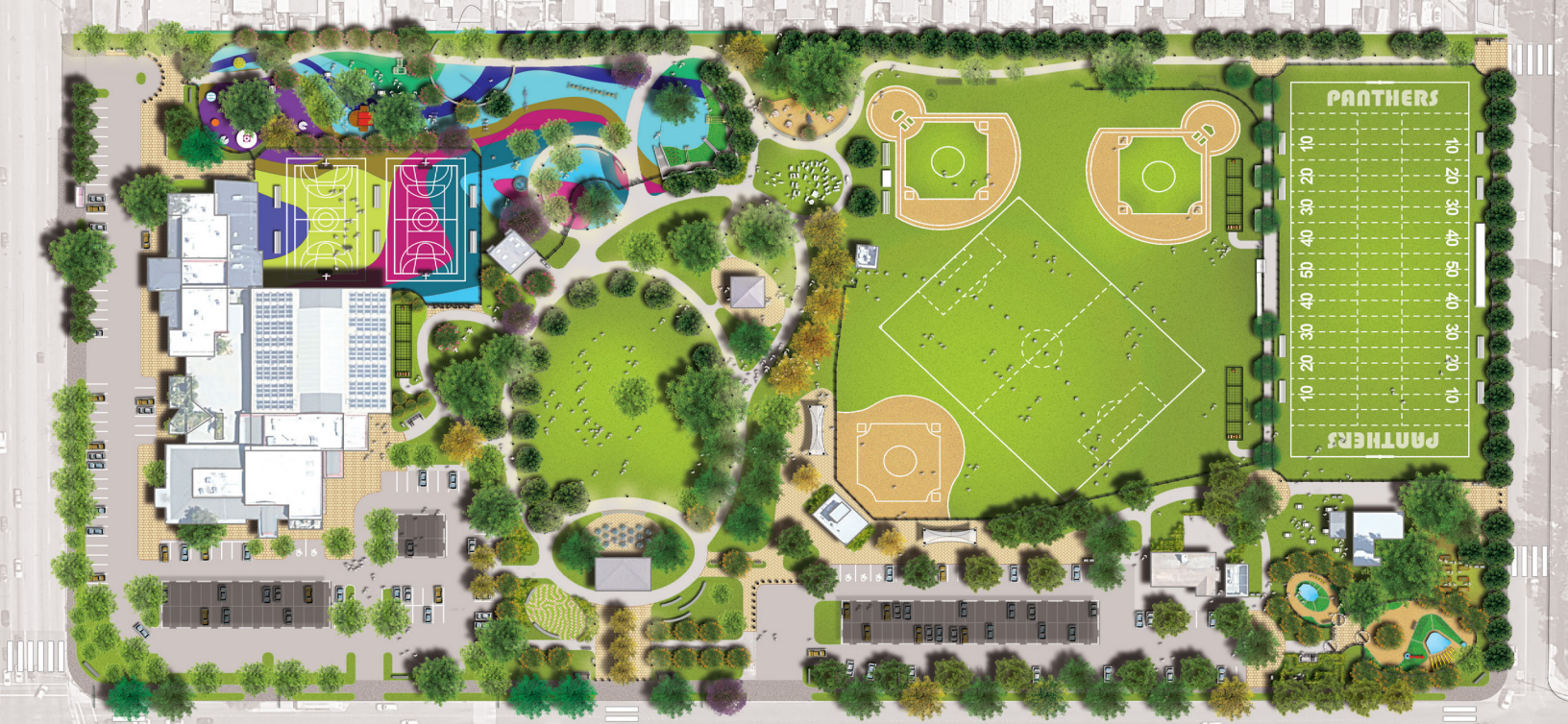
#### ★ MAGIC TOUCH

*We play close attention to the environment, choosing fast-growing shade trees that thrive in each location and provide a natural canopy with maximum coverage.*

Magical Bridge Playground in Redwood City, CA







# Optimizing PlayParks™

## Integrated Park Solutions for Recreation and Community Engagement

Created for two acres and upwards, Magical Bridge PlayParks amplify the health and wellbeing of the entire community. With seamless transitions throughout, our innovative and environmentally-conscious design solutions integrate accessible equipment, natural elements, community gathering space, and recreational amenities unique to the area.

### ♥ A PLACE FOR EVERYONE

At our core, we understand the value and health benefits of play — for all ages and abilities — and through our experience, we recognize that outdoor playspaces are vital for communities to gather and connect. Designed to bring people together, Magical Bridge PlayParks improve and diversify open spaces to encourage group and individual discovery, adventure, fitness, and reflection. Our PlayParks energize communities around inclusion while amplifying the usability and accessibility of the space with equipment and facilities that ensure everyone is included.

### ♥ THE HEART OF THE COMMUNITY

When we embark on a Magical Bridge PlayPark design, we begin with your community. Through public input meetings, surveys, research, and extensive meetings with city officials, we work to uncover the most desired features and attributes that will maximize the success of your park design. With over 20,000 visitors a month to our flagship playground in Palo Alto, California, we understand the importance of capturing the spirit and unique needs of the surrounding community. For us, success is measured in visitor happiness — and we look forward to delivering a PlayPark perfectly designed to delight your visitors.

#### CONCEPT RENDERING SHOWN ABOVE: RIALTO COMMUNITY PLAYPARK

Designed for the City of Rialto in California, Magical Bridge's comprehensive community park features sports fields, gardens, fitness areas, and event facilities — anchored by our internationally-recognized and award-winning playground for all ages and abilities.

## COMMUNITY BENEFITS

The development of connected and varied outdoor spaces designed with everyone in mind enables:

- Activities for All Ages and Abilities
- Community Connections
- Centralized Gathering
- Cooperative Group Play
- Fitness and Improved Health
- Multigenerational Interactions
- Community Awareness
- Deeper Connection with Nature
- Artistic Expression and Performance
- Healthier and Happier People

## FEATURED DESIGN ELEMENTS

Magical Bridge Playground  
 Gathering and Picnic Areas  
 Water Features  
 Ample Shaded Areas  
 Outdoor Fitness Equipment  
 Sports Fields  
 Community Plazas  
 Performing Arts Space  
 Nature and Habitat Gardens  
 Dog Runs  
 Accessible Parking  
 Native, Functional Landscape Design  
 Interconnectivity Between Areas





# Your Magical Partner

When you work with Magical Bridge, we will design, build, promote, and support a unique outdoor playspace that enables people with and without disabilities to thrive in your community.



## INNOVATIVE DESIGN

Partnering with thought-leaders, inventors, academics, landscape architects, and playground-users, we create a welcoming space for all. Building on a decade of research and development, our universal design meets the unique needs of everyone, including those often forgotten. In addition to our own work, we continually seek breakthroughs from artists and innovators in inclusive design to feature in our projects.



## FUNDRAISING EXPERTISE

We engage with city officials, foundations, businesses, and the community at large to ensure Magical Bridge projects are fully funded and well supported. Every donation is appreciated and acknowledged.

Over the past 5 years, our team is proud to have helped secure over \$50 million funding towards the creation of new inclusive playgrounds and outdoor spaces.



## COMMUNITY ENGAGEMENT

From social media to press and community engagement, we actively unite and excite the entire community around our messages of inclusivity and kindness. For our larger projects, we offer a variety of programming including a Kindness Ambassador program, inclusive-themed art and STEM playground activities, seasonal concerts, as well as media relations, outreach presentations, and school coin drives to connect with the broader community.

## A PARTIAL LIST OF OUR CAPABILITIES

- Expertise in Inclusive Play
- Playground Design
- Equipment Research
- Landscape Architecture
- Certified Arborist Services
- Construction Drawings
- Site Renderings
- Graphic Design

- Proposals and Grant Writing
- Project Management
- Budget Management
- Fundraising Expertise
- Marketing Support
- Social Media Engagement
- Media Relations
- Professional Presentations

- Collateral Development
- Signage and Wayfinding Design
- Community Engagement Programs
- Curriculum Kits for Schools and Clubs
- Playground Activities





# Sample Projects





# Our Projects

Through our brief history, our small nonprofit has been able to work with a variety of clients to make a BIG impact. Our current project list includes regional destination playgrounds, specialty play parks, and proposed community play parks. Each playground project is a collaboration between you, your community members, local organizations and our team. Our tiered approach aims to meet your design and budget needs while offering our expertise, design, and programming from inception to opening celebration and beyond.

## REGIONAL DESTINATION PLAYGROUNDS

### Magial Bridge Playground, Mitchell Park in Palo Alto, California



#### CLIENT

City of Palo Alto

#### TOTAL CONSTRUCTION COST

\$4.2M

#### PERIOD OF WORK

2012 - 2015 (design and construction)

#### OPEN

Opened to the Public June 2015

**DESCRIPTION OF WORK PERFORMED** Beginning from the vision of our Founder, Olenka Villarreal, this project was truly a labor of love. For over 7 years, Olenka and her team of volunteers, dreamed, researched, raised funds and worked with the city and community, to create a new kind of playground - one that truly welcomes everyone regardless of age or ability. Olenka took this project from vision to ribbon cutting and based on the success of this playground project, Magical Bridge Foundation was created in 2016. The foundation continues to support this flagship playground with programming, events, onsite camps, and community engagement.

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### Magial Bridge Playground, Red Morton Park in Redwood City, California



#### CLIENT

City of Redwood City

#### TOTAL CONSTRUCTION COST

\$8M

#### PERIOD OF WORK

Sept 2016 - Dec. 2020

#### OPEN

Opened to the Public December 2020

**DESCRIPTION OF WORK PERFORMED** Work performed included project concept, launch, fundraising, design, community engagement, construction documents, bid support, engagement with community groups and local artists, and social media and PR project promotion. The playground is now open under COVID safe protocols, developed with Magical Bridge and our city partners.

Magial Bridge Playground, Community Park in Morgan Hill, California



CLIENT

City of Morgan Hill

PROJECTED CONSTRUCTION COST

\$4.2M

PERIOD OF WORK

July 2017 - Current

IN DEVELOPMENT

Planned Opening 2023

**DESCRIPTION OF WORK PERFORMED** Work performed included project concept, launch, fundraising, design, community engagement, construction documents, and bid support. Project is currently under construction.

Magial Bridge Playground, Fair Oaks Park in Sunnyvale, California



CLIENT

City of Sunnyvale

PROJECTED CONSTRUCTION COST

\$4.25M

PERIOD OF WORK

2017 - Dec. 2020

IN DEVELOPMENT

Planned Opening 2024

**DESCRIPTION OF WORK PERFORMED** Work performed included project concept, launch, fundraising, design, community engagement, construction documents, and bid support. Project is currently out to bid.

Magial Bridge Playground, Rengstorff Park in Mountain View, California



CLIENT

City of Sunnyvale

PROJECTED CONSTRUCTION COST

\$4.5M

PERIOD OF WORK

Jan 2018 - Current

IN DEVELOPMENT

Planned Opening 2024

**DESCRIPTION OF WORK PERFORMED** Work performed included project concept, launch, fundraising, design, community engagement.



Magial Bridge Playground, Central Park in Santa Clara, California



CLIENT

City of Santa Clara

PROJECTED CONSTRUCTION COST

\$4.5M

PERIOD OF WORK

Sept 2019 - Current-

IN DEVELOPMENT

Planned Opening 2024

**DESCRIPTION OF WORK PERFORMED** Project was recently launched, and work completed includes conceptual design, community engagement and fundraising.

SPECIALTY PLAYPARKS™

CuriOdyssey Museum in San Mateo, California



CLIENT

County of San Mateo

PROJECTED CONSTRUCTION COST

\$1.2M Playground

PERIOD OF WORK

2019 - Present

IN DEVELOPMENT

Planned Opening 2023

**DESCRIPTION OF WORK PERFORMED** Working with the staff of the CuriOdyssey Museum, work included project concept, launch, design, and construction documents. Project is currently under construction.

Addison Elementary School, Palo Alto, California



CLIENT

Palo Alto Unified School District

PROJECTED CONSTRUCTION COST

\$600,000

PERIOD OF WORK

Sept 2019 - Nov. 2020

OPEN

November 2020

**DESCRIPTION OF WORK PERFORMED** Working with the Palo Alto Unified School District, work included project concept, launch, design, and construction documents. Construction begun in August 2020 and the playground opened in January 2021.



Farquhar Play Gallery, Singapore National Museum



**CLIENT**  
Singapore National Museum

**PROJECTED CONSTRUCTION COST**  
\$2M

**PERIOD OF WORK**  
Sept 2019 - Current

**IN DEVELOPMENT**  
Planned Opening 2023

**DESCRIPTION OF WORK PERFORMED** Working with the staff of the National Museum of Singapore, work included project concept, launch, design, and construction documents. Construction is slated to begin in the fall.

Sun Plaza Park, Singapore



**CLIENT**  
Singapore National Park Development

**PROJECTED CONSTRUCTION COST**  
\$6.5M

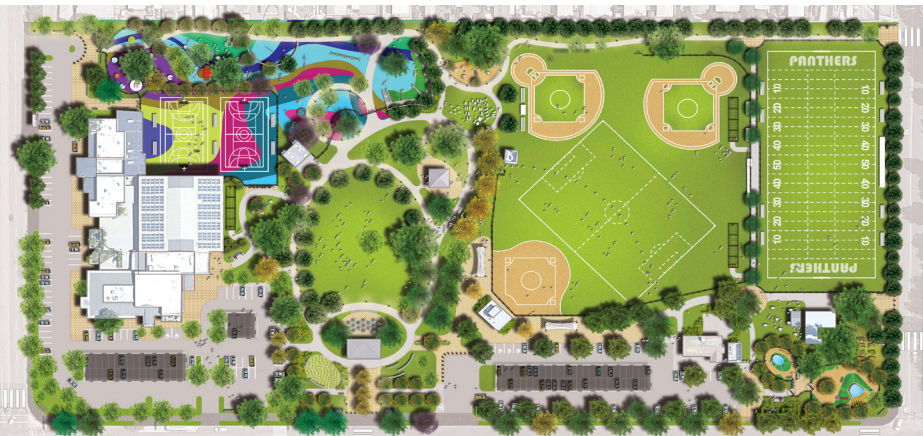
**PERIOD OF WORK**  
Sept 2019 - Current

**IN DEVELOPMENT**  
Planned Opening 2024

**DESCRIPTION OF WORK PERFORMED** Working with the Singapore National Park Department, work included project concept, launch, design, and construction documents. Construction is slated to begin in the fall.

COMMUNITY PLAYPARKS™

Proposed Community PlayPark™ in Rialto, California



**CLIENT**  
City of Rialto, California

**PROJECTED CONSTRUCTION COST**  
\$8M Playground

**PERIOD OF WORK**  
2021 - Present

**IN DEVELOPMENT**  
TBD

**DESCRIPTION OF WORK PERFORMED** Working with the City of Rialto, work included grant proposal, fundraising, project concept, design, and construction documents.

## THE MAGICAL BRIDGE TEAM



**OLENKA VILLARREAL**

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**CARLOS HERNANDEZ**

RLA, ASLA, LEED AP BD+C, SITES AP  
Landscape Architecture  
Consultant  
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## AWARDS AND RECOGNITION

### DESIGN AWARDS

- 2019 Murphy Award for Outstanding Community Contribution, City of Sunnyvale Chamber of Commerce
- 2018 "Outstanding Innovation for Youth," The Gratitude Network
- 2016 Jefferson Award for Public Service to Community
- 2016 CODA Awards (design and art) for Magic Harp Design
- 2016 "Best Playground in Bay Area," San Francisco Magazine
- 2016 "Best Community Impact," Silicon Valley Structures Awards
- 2016 "Nation's Favorite Playground," Play Across America

- 2016 Award of Excellence, California Park and Recreation Society
- 2015 Frontline Park Award for Design, City Parks Alliance

### GLOBAL RECOGNITION

- 2019 World Economic Forum at Davos On Display for Innovative Social Impact
- 2019 PBS National NewsHour profiles Magical Bridge as a "playground for everyone"
- 2016 Smithsonian Cooper-Hewitt Museum, Innovative Inclusive Design



MAGICAL BRIDGE FOUNDATION 552 Waverley St. #200, Palo Alto, California 94301

magicalbbridge.org | join us on social media: @magicalbridge

Magical Bridge Foundation is a registered 501(c)(3) non-profit organization. Tax ID: #81-2377796



# Work Plan and Proposal

## Project Overview

The parties are seeking to work together to create an engaging, beautiful, and magical space in the back fields of Ravenswood Middle School. Ravenswood City School District (RCSD) is seeking to partner with the Magical Bridge Foundation (MBF) to perform all design, engineering, and project management related work necessary to prepare plans and specifications for a new PlayPark at Ravenswood Middle School. MBF services shall include, but are not limited to: PlayPark community outreach and engagement, fundraising technical assistance, project design management, schematic design, design development, finalized design, bid documents including specifications and estimates, bidding support, and construction administration support services to the extent these are requested, as further detailed below.

## Project Approach

The project will be approached in two major phases, Phase 1 & Phase 2 as outlined in the Scope of Services below. While the specifics of the project will be determined by community output, the MBF and RCSD are seeking to design, fundraise for, and create a space that will be completed in time for school to open in September 2023. While the District will pay for the initial design study (Phase 1) through the District's Capital Budget, both parties will seek to fundraise for the design costs associated with Phase 2 of this project as well as the construction costs to be funded through outside donors.

## Process

With the signed agreement and a point person agreed upon, MBF will complete the initial design study and complete phase 1 tasks outlined in this proposal. Subsequent work (in Phase 2) will be further detailed in a full project contract.

## Timeline

A typical Magical Bridge PlayPark project takes 1-2 years from design to completion. This proposal is intended to outline the specifics of phase 1, and establish the framework for expenses in phase 2, and help appropriately set expectations and roles for the project launch phase. A full contract (once a full project cost is established) will include a complete project schedule, agreed upon construction budget, and milestone payment schedule.

## Ownership of Design Work

As part of working together to create a new Magical Bridge PlayPark, both parties agree that Magical Bridge Foundation will create the conceptual drawings and designs for the playground/PlayPark during Phase 1. If the parties do not move into Phase 2, it is agreed that Ravenswood City School District will not use these conceptual drawings to create a playground at the back of CCRMS without Magical Bridge Foundation's involvement, or use secured funds for any other purpose, over the next five years. Both parties also understand and agree that Magical Bridge Foundation owns all right, title, and interest, 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 Ravenswood City School District may not use the Designs for any purpose other than building a Magical Bridge PlayPark at CCRMS without Magical Bridge Foundation's express written permission.

Magical Bridge Foundation (MBF) will perform all design, engineering, and project management related work necessary to prepare plans and specifications for a new PlayPark at Ravenswood Middle School. MBF services shall include, but are not limited to: innovate design management, community outreach and fundraising technical support, to the extent these are requested, as further detailed below:

### **PHASE 1: Preliminary Design and Engagement (Design Services, Community Outreach, & Fundraising Technical Assistance).**

#### **Task #1: Design Launch/Study**

**DESIGN SERVICES:** MBF will provide preliminary design development of the site for the purpose of client, community and board and commission review.

1. **Site Review** - MBF shall review existing site with OWNER/CLIENT to gather the goals and objectives of the overall park development.
2. **Preliminary Park Design Exhibit** - MBF will provide a schematic layout of all proposed park amenities in a rendered exhibit (1 digital copy provided).
3. **Park Design Images** - produce preliminary project images based on the customized Playpark zone layout diagram. These images can be shared with local stakeholders for fundraising purposes and community engagement.
4. **Project Cost Analysis** - based on agreed upon zone layout, MBF will provide a sample budget to define the general scope and cost of the project.
5. **Project Coordination (but not to exceed) 20 hours of project meeting time**, with the MBF design team outside those meetings outlined in item two of this section. to review the above deliverables and project status.

**COMMUNITY OUTREACH:** MBF will engage in a community outreach process to capture input from the client, community, and city boards and commissions.

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. **Community Outreach:** MBF will conduct community meetings to capture input on the community desired park amenities and overall design concepts that should be included in the overall park design. (3 meetings maximum)
3. **Boards and Commission Meetings:** MBF will conduct present to city boards and commissions to capture input on the overall park design and approach. (2 meetings maximum)



**FUNDRAISING TECHNICAL ASSISTANCE:** in addition, MBF will provide fundraising and technical assistance for launch period of the project including:

1. **Review of existing financial commitments/pledges, fundraising materials and strategy,** recommendations for additional potential fundraising strategies.
2. **Best practices for ‘magical’ fundraising,** recommendations on donor engagement to maximize results. Review of client fundraising modalities (web pages, fundraising emails, etc.) and access to branded fundraising email templates, project logos, high-res images for social share, facebook posts etc.
3. **Support and guidance on corporate fundraising and grant outreach,** including boilerplate grant language about the health and wellness benefits of a Magical Bridge PlayParks. Access to generalized information about Magical Bridge PlayParks including brochures, flyers, social media posts, and youtube videos.
4. **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.
5. **Branded media packet,** including a Magical Bridge PlayPark Logo with your location noted, a one page flyer introducing the project, and a branded “about us” paragraph that can be used for media, flyers, website etc. to provide consistent messaging about the project.
6. **Upto (but not to exceed) 20 hours of project meeting time,** with MBF operations team, to support a local launch of an on the ground fundraising strategy.

***Deliverables:*** See bolded items above.

## PHASE 2: From Design Concept to Community Opening... and Beyond!

After the completion of Phase 1, the parties will agree to a project construction budget, schedule, and project scope to be outlined in the project contract. A full project contract will include specifics on timeline, and milestone design fees. The design fees of this phase will vary based on the final estimated costs of the overall project. Acknowledging the District's scarcity of bond funding, the parties agree to seek external funding to support the construction and design costs of Phase 2. If funders cannot be found to cover these costs, the District and MBF will present a revised plan for Board approval before committing any additional funds from the District. The below tasks of Phase 2 (tasks 2-7) are included for context and to clarify roles and responsibilities that will be outlined in further detail in the full contract.

### Task #2: Project Management

**SERVICES:** Over the full course of the project, MBF shall be responsible for all project management related work required to prepare the plans, specifications, and estimates necessary for the public bidding of the project.

### Task #3: Design Development Service

**SERVICES:** MBF shall use the input captured in Task #1 and further develop the details of the overall park design. This phase includes a community meeting, and a commission meeting and a council meeting if necessary to review and approve the final design.

### Task #4: Construction Drawing and Specification Development

**SERVICES:** MBF will develop bid packages in stages of 30%, 60%, 90% and bid package and written specifications with required engineering for solicitation of the project by the city.

### Task #5: Bid Support

**SERVICES:** MFB will provide support and clarification to support the city's effort to solicit bids for the project. MFB will work with the District's Construction Management Team to manage the bid process in accordance with the CUPCCAA Guidelines.

### Task #6: Construction Support

**SERVICES:** OWNER/CLIENTS construction management team will have primary responsibility for construction management and inspection. OWNER/CLIENT shall have final authority on all construction and payment decisions. MBF shall provide construction support services to assist with completion of the project.

### Task #7: 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 Ravenswood City School District. Activities onsite playground activities, and classroom activities with lesson plans.



**OWNER/CLIENT Responsibilities:** OWNER/CLIENT is responsible for the following activities:

1. Identifying an appropriate location for the development of the PlayPark and park land area (the “Site”);
2. Obtaining all required licenses, permits, and approvals for development of the PlayPark, including any required approvals from the OWNER/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 OWNER/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 PlayPark 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 but may include all districts, and other relevant and existing OWNER/CLIENT email lists in order to ensure community support for the PlayPark;
8. Providing all reasonable assistance to MBF in arranging a meeting to develop the theme, colors, and unique features of the PlayPark;
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 PlayPark.

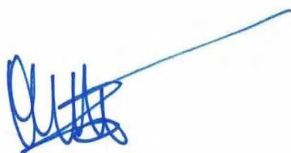
## Schedule 1 - Total Project Fees By Task

For project launch, including the initial design study for the project, Ravenswood City School District shall pay a flat fee. For the full project, the District and Magical Bridge Foundation shall agree on a project construction cost, and MBF will determine the Milestone fees based on total estimated construction costs. Parties agree to seek new external funding to cover these project fees. If additional funds cannot be secured to these costs, the District and MBF will present a revised plan for Board approval before committing any additional funds from the District.

TASK	MILESTONE	% of CONSTRUCTION BUDGET	AMOUNT
#1: Initial Design Study	Project Launch	Flat Fee	\$60,000
<i>*below milestones are based on a percentage of total project construction costs. Specific amounts will be included in the final project contract.</i>			
#2: Project Management*	On Signing of Full Contract	2%	<b>TBD</b>
#3: Schematic Design	Schematic Design	2%	<b>TBD</b>
#4: Construction Drawings and Specifications	30% Design	2%	<b>TBD</b>
	65% Plans	2%	<b>TBD</b>
	100% Plans	4%	<b>TBD</b>
#5: Bid Support	Bid Support	1%	<b>TBD</b>
#6: Construction Support	Construction Support (based on 40 hours of support)	1%	<b>TBD</b>
<b>TOTAL FEES (including flat initial design fee) CALCULATED AS % OF CONSTRUCTION BUDGET</b>		15%	<b>TOTAL MILESTONE PAYMENTS</b>

If you should have any questions regarding this proposal, please do not hesitate to contact me. The proposed schedule is based on preliminary estimates of costs and are subject to change in the final contract.

Warmly,



Olenka Villarreal, CEO  
650-380-1557  
olenka@magicalbridge.org



## Schedule 2 - Additional Services

*Services in addition to Magical Bridge Foundation's Schedule 1 (Scope of Work) when requested shall be identified as such in writing and agreed to by Ravenswood City School District before commencing and billed at the current billing rate schedule listed below, and may include reimbursable expenses, if necessary.*

### 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.

## Schedule 3 - 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 the 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 the 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 the 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 MB F 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 Owner, 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. The

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 Owner 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.

- F. If any litigation, arbitration, or other legal action arising out of this contract ensues, the prevailing party shall be entitled to, without limitation, reasonable attorney's fees, expenses, expert fees, and costs.



Magical Bridge Playground in Palo Alto, CA

## WE WOULD LOVE TO WORK WITH YOU

Each Magical Bridge project is a collaboration between you, your community members, local organizations and our team. From initial engagement meetings to ribbon cutting celebrations and beyond, we strive to exceed your expectations to create a lasting magical legacy.



MAGICAL BRIDGE FOUNDATION

552 Waverley St. #200, Palo Alto, California 94301

[magicalbridge.org](http://magicalbridge.org) | join us on social media: @magicalbridge

Magical Bridge Foundation is a registered 501(c)(3) non-profit organization. Tax ID: #81-2377796