6/9/2023

Job Number: 23-2402 Job: Carlson Park Quote Name: Quote-23-2402-Carlson Park\_003 Quote Number: Q-05627

# Prepared by:

ShanaFriesen shana@miracleplaygroup.com

Terms: Net 30 Remit to: Miracle Playsystems, Inc. 1276 S Main St., Salinas, CA 93901 Sub Total: \$223,826.72 Freight: \$23,988.00 Estimated Tax: \$12,158.12

Total: \$259,972.84

Miracle

# Quote Includes a 25% Sourcewell Discount on the Miracle Standard Products

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
	Miracle Standard Play Equipment Per Plan_23_2402_Carlson Park_003_BOM	1	\$70,446.00	\$52,834.50	\$4,490.94
	Miracle Custom Play Equipment Per Plan 23_2402_CarlsonPark_003	1	\$19,872.00	\$19,872.00	\$1,689.12

SoftPlay

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
EQUIP20	Trout	1	\$8,320.00	\$8,320.00	\$707.20
EQUIP20	Kayak on Rapids	1	\$29,380.00	\$29,380.00	\$2,497.30
EQUIP20	Cattail	3	\$3,380.00	\$10,140.00	\$861.90
EQUIP20	Waterfall Deck Climber	1	\$22,490.00	\$22,490.00	\$1,911.66



#### Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
B13	Offload Of Softplay and UPC Equipment and transport Miracle equipment from City Corp yard (Excludes offload and storage of Miracle equipment)	1	\$16,058.00	\$16,058.00	\$0.00
B15	Equipment Installation To Plan 23_2402_Carlson Park_003 Per Specification (Prevailing Wages Applied)	1	\$55,554.72	\$55,554.72	\$0.00
B20	Offhaul of spoils and disposal fees	1	\$5,300.00	\$5,300.00	\$0.00

**CPSI** Inspection

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
B22	CPSI Inspection (per structure)	1	\$2,447.50	\$2,447.50	\$0.00
B23	CPSI Inspection Drop Test	1	\$1,430.00	\$1,430.00	\$0.00

Sub Total: \$223,826.72 Total Freight: \$23,988.00 Total Estimated Tax: \$12,158.12 Grand Total: \$259,972.84

### **OPTIONAL PRODUCT**

The below product(s) are optional and do not contribute to the quote totals, estimated taxes and freight amounts.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Date:

Carlson Park MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX) CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

End User Company:	Bill To Email:	
City of Arcata		
End User Contact:	Bill To:	
End User Email:	City of Arcata,	
	736 F Street,	
Delivery Contact:	Arcata, CA,	
Delivery Email:	95521	
Delivery Phone:		
Delivery Address:	Customer Reference #:	
200 Dr Martin Luther King Jr. Parkway Arcata		
CA 95521		
Site Address:		
5201 Carlson Park Dr		
Arcata		

## 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 be 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 30 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 TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- 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.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

Carlson Park MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX) CSL: 981433 (Exp Date 03/23) – DIR: 1000015853 Page 3 of 4

# **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 convenience fee is 3.5% 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.
- Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.
- Custom play feature lead times are determined on a 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 or Dec. 31 of current calendar year, whichever comes first. 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.

Company:	
Signature:	
Name:	
Date:	







	CARLS	SON PARK
	PROUETE = YELLOW DECK PROUETE = YELLOW B027634 SUMPER TRUMPER SUMPER TRUMPER SUMPER SUMPER SUMPER TRUMPER SUMPER TR	NIS NIS NIS NIS NIS NIS NIS NIS
Carlson Park	LINEAR FEET: 211'-0" CFH CRITICAL FALL HEIGHT: 7'-0" CFH	SITE AREA: 3,137 SF SCALE: 1/8"=1'-0"

	CRITICAL FALL HEIGHT: 77-0° CFH	SCALE:	TV8=TO.
	23 2402 Carlson Park 003	DATE:	6/09/2023
City of Arcata, CA	23_2402_0an30mmark_003	DRAWN BY:	CG





Colors Used In Rendering:

\*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



6/12/2023 23\_2402\_CarlsonPark\_003









Creating Fun Play Environments to Enrich Communities

\*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.





















# Presented by your Miracle Team

# Shana Friesen

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Claudia Gutierrez Designer Miracle Playsystems Inc claudia@miracleplaygroup.com (510) 775-4476



# Thank you for your consideration!



