

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Miracle Construction Company Incorporated, a California Corporation, doing business as Miracle Playsystems Incorporated, whose address of record is P.O. Box 263, Alamo, California 94507, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to design and construct a playground systems at Fahren's Park; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on July 1, 2022.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Two Hundred Seventy-Four Thousand Nine Hundred Ninety-Nine Dollars and Fifteen Cents (\$274,999.15).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. **Workers' Compensation Insurance.** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. **General Liability.**

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. **Automobile Insurance.**

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. **Professional Liability Insurance.** Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. **Qualifications of Insurer.** The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. **Certificate of Insurance.** Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kimberly C. Maly 12/1/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
MIRACLE CONSTRUCTION
COMPANY INCORPORATED,
A California Corporation,
DBA MIRACLE PLAYSYSTEMS
INCORPORATED

BY: [Signature]
(Signature)

Kit Steves
(Typed Name)

Its: Resident
(Title)

BY: [Signature]
(Signature)

Kit Steves
(Typed Name)

Its: CEO
(Title)

Taxpayer I.D. No. 20-5977760

ADDRESS: P.O. Box 263
Alamo, CA 94507

TELEPHONE: 800-879-7730

FAX: 510 893 2163

E-MAIL: info@miracleplaygroup.com

Job: P21_1037_Fahrens Park Playground Equipment & Replacement
 Quote Name: 21_1037_FahrensPark_002
 Quote Number: 00010423

Prepared by:
 Fred DiPietro
 fred@miracleplaygroup.com



Terms: Net 30
 Remit to:
 Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total \$251,671.04
 Freight \$10,571.00
 Tax \$12,757.11
 Total \$274,999.15

Item	Qty	Rate	Total	Tax (if applicable)
Demolish and Dispose of Existing Play Equipment	1	\$5,705.00	\$5,705.00	
Excavate and Dispose of Existing Wood Fiber Material Off Site; Excavate South Play Area for Rubber Surfacing; On-Site Disposal	5350	\$1.79	\$9,576.50	
Provide & Compact Base Rock Material Sub-Base for Poured-in-Place Rubber Surfacing	3450	\$4.63	\$15,973.50	\$1,317.81
Construct Concrete Fluctuation Ramp (South Play Area)	1	\$1,768.00	\$1,768.00	\$145.86
Construct Concrete Pad for Concrete Picnic Tables (6' X 8')	3	\$1,106.00	\$3,318.00	\$273.74
Provide Miracle Recreation Playground Equipment per Drawing 21_1037_FahrensPark_002 (North Playground); Sourcewell Discount Applied per Terms of Contract #010521-LTS	1	\$86,588.00	\$66,672.76	\$5,500.50
Provide Miracle Recreation Music Components (South Playground) per Drawing 21_1037_002; Sourcewell Discount Applied per Terms of Contract #010521-LTS	1	\$8,109.00	\$6,243.93	\$515.12
Provide Miracle Recreation Playground Equipment per Drawing 21_1037_FahrensPark_002 (South Playground Swings); Sourcewell Discount Applied per Terms of Contract #010521-LTS	1	\$5,369.00	\$4,134.13	\$341.07
Provide UPC Standard 6' Picnic Table Model UPC15600	3	\$1,393.60	\$4,180.80	\$344.92

Page 1 of 4 - P21_1037_Fahrens Park Playground Equipment & Replacement

MIRACLE PLAYSYSTEMS, INC. • PO BOX 263, ALAMO, CA 94507 • (800) 879-7730 • (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) • DIR: 1000015853

EXHIBIT A

Provide UPC Classic Park Bench, Model UP15026	4	\$1,089.00	\$4,356.00	\$359.37
Offload/Transport New Equipment	1	\$1,000.00	\$1,000.00	
Install North Playground Play Equipment per Drawing 21_1037_002	1	\$34,803.50	\$34,803.50	
Install South Playground Music Components	1	\$3,346.00	\$3,346.00	
Install South Playground Swings	1	\$1,845.00	\$1,845.00	
Install Picnic Tables and Benches	1	\$2,360.00	\$2,360.00	
Provide Engineered Wood Fiber Safety Surfacing per Cubic Yard	94	\$19.77	\$1,858.38	\$153.32
Install New Engineered Wood Fiber Surfacing	94	\$19.30	\$1,814.20	
Provide Materials for Poured-in-Place Rubber Safety Surfacing; Critical Fall Height - 7'-0"; Colors to be 50% Black, 50% Standard Color	3450	\$13.37	\$46,126.50	\$3,805.40
Installation of Poured-in-Place Rubber Safety Surfacing Over Prepared Surface; No Graphics Included	3450	\$8.91	\$30,739.50	
Fabricate and Install Custom Galvanized Pipe Fencing: North Area = 62 Linear Feet; South Area = 52 LF (Both Lengths Shortened by 5' to Provide Direct Access into Playgrounds from Pathway	114	\$51.31	\$5,849.34	

Sub Total \$251,671.04
Total Freight \$10,571.00
Total Tax \$12,757.11
Grand Total \$274,999.15

Company: _____

Signature: _____

Name: _____

Date: _____

Proposal for Fahrens Park Playground Equipment Replacement

October 15, 2021



PREPARED BY:

Fred DiPietro, Sales Account Manager
Miracle Playsystems
P.O. Box 263, Alamo, CA 94507
(C) 831.242.0063
fred@miracleplaygroup.com



PREPARED FOR:

Michael Beltran, PE
City of Merced, Engineering Department
678 W. 18th Street, Merced, CA 95340
(209) 385-6898
beltranm@cityofmerced.org





October 15, 2021

Michael Beltran, PE
City of Merced, Engineering Department
678 W. 18th Street
Merced, CA 95340

Dear Mr. Beltran,

Thank you for considering Miracle Playsystems for your playground project at Fahrens Park. We have included a proposal for the equipment specific to your play area along with general information requested in your request for proposals.

Miracle offers the right price on the most extensive selection of equipment that meets the industry's highest standards of safety, durability, structural integrity and accessibility around the world.

Miracle Playsystems will be proposing a range of products to help you make your playground accessible to children and caregivers of all abilities. Each Miracle Playground is designed to welcome everyone of different ages and abilities and supports the following five fundamentals:

1. Provide multi-sensory play experiences
2. Encourage all children to play
3. Allow greater accessibility
4. Ensure kids do not get overwhelmed
5. Create welcoming social environments

Each piece of Miracle Recreation equipment is carefully designed for safety and undergoes rigorous testing to ensure that it meets the highest standards. Our commitment to providing a safe, positive environment for children to play begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as:

- ASTM
- CPSC
- CPSIA
- IPEMA
- CSA
- EN

We not only comply with these standards and guidelines, but we also actively participate with ASTM and CPSC in their development and are active members of IPEMA.

We have reviewed and acknowledged your City's Standard Agreement and will be able to provide the City-required Insurance. If you have any questions regarding this proposal and accompanying information, please contact me at 831.242.0063 or fred@miracleplaygroup.com.

Thank you,

Fred DiPietro
Miracle Playsystems

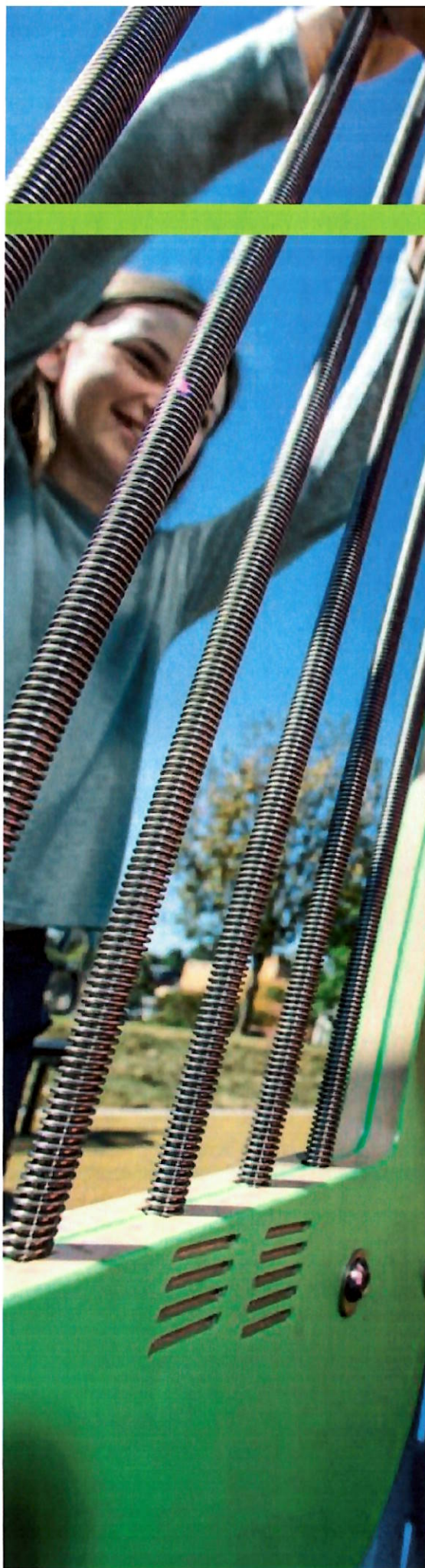


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Playground Selection Criteria

About the Firm



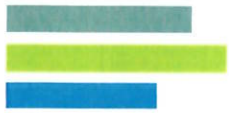
Miracle Playsystems is built on a foundation of playground construction knowledge and interest in design innovation. Initially establishing Miracle Construction Company in 2004, Kit Steven started out in the construction industry installing playgrounds. He moved from construction to sales by purchasing the Northern California Miracle Recreation distributorship. This brought together 30+ years of experience passed from Dale Green Associates to John Harris and Associates to Miracle Playsystems and has built the small business into what now includes sales and service of everything play and park related from Central CA up to the Oregon border. Miracle Playsystems is now the largest play equipment design, distribution, and specialty contracting firm serving Northern and Central California; providing public agencies and architects with unique and visually stunning design solutions.



Creating inclusive, innovative and exciting playgrounds to enrich communities is our passion. Our dedicated team of sales, design, and playground construction experts will help you through each phase of your project, ensuring the utmost quality, value, and outstanding customer service. Our creative staff continually educates clients on the newest trends in playscape design and cost-effective ways to use them. Although designing compliant playgrounds is always our primary concern, creating contemporary and exciting playgrounds for communities is our true passion.



For more information about our firm visit: www.miracleplaygroup.com/our-story



Playground Selection Criteria

List of Recently Completed Playgrounds

Project Site	Location	Current Owner Contact Information
Sunnydale Hope SF Block 6	San Francisco, CA	Stacey Howard, Green Growth Industries
Woodland School	Portola Valley, CA	Larry Eble, Woodland School 650.854.9065
McFall Head Start	Manteca, CA	Pam Gomes, San Joaquin County Office of Education 209-468-4991
Central Park	Santa Cruz, CA	Mike Godsy, City of Santa Cruz 831-420-6156
Sycamore Ridge Family Apartments	Willows, CA	Jamie Martz, Pacific West Builders, Inc 208-908-4863
Jim Maples Academy	Porterville, CA	Wade Ferguson, Burton School District 559-333-0014
Catholic Park	Los Banos, CA	Joe Heim, City of Los Banos 209-826-2207
Bellevue School Kinder	Atwater, CA	M Murillo, Atwater Elementary School District
Deer Creek ES	Nevada City, CA	Dale Jones, Nevada City School District
Frederick Douglas Haynes Garden A	San Francisco, CA	Juan Gonzalez, Shooter & Butts, Inc
Nile Garden ES	Manteca, CA	Justin Geer, Manteca USD 209-858-0716, jgeer@musd.net
Congregation Beth Am	Los Altos Hills, CA	Rachel Tasch, Congregation Beth Am 650-493-4661
Highland ES PreK	Visalia, CA	Gerry Lemus, Visalia Unified School District 559-730-7350
Washington ES PreK	Visalia, CA	Gerry Lemus, Visalia Unified School District 559-730-7350
Washington ES	Visalia, CA	Gerry Lemus, Visalia Unified School District 559-730-7350
Ripon Head Start	Ripon, CA	Pam Gomes, San Joaquin County Office of Education 209-468-4991
North Elementary	Tracey, CA	Robin Vadasz, Landmark Construction 916-663-1953
Lincoln ES	Reedley, CA	Monica Sanchez, Kings Canyon USD 559-305-7037
Sycamore Valley Academy - Shade	Visalia, CA	Claudia VonGroningen, The Academies Charter 559-730-7422
Frenchman's Creek Park	Half Moon Bay, CA	Todd Seeley, City of Half Moon Bay. 650-750-2029



Playground Selection Criteria

Proposed Forman Resume



George Oliveira

Principal of Playgrounds Plus



408.804.3495



oliveira112@gmail.com

CA License #693526

DIR #10000578006

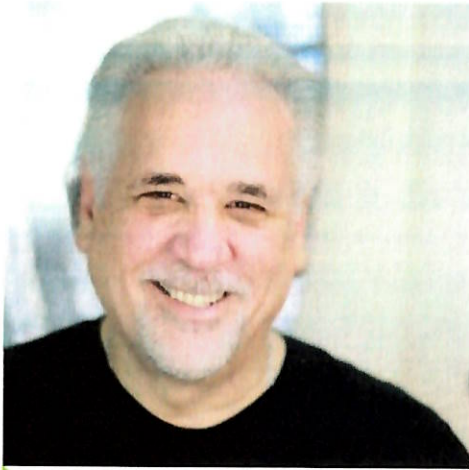
George Oliveira, Principal of Playgrounds Plus, has installed playgrounds for over 20 years. He holds both Contractor's License A and B and has been Miracle Recreation-Certified Playground over the years of his playground construction. He has contracted and installed nearly exclusively Miracle Recreation's wide array of playground equipment through the years, and is outstandingly experienced with their systems, from the smallest Pre-School to their massive 14-foot tall MegaTower products.

Because George develops an excellent relationship with owners and maintenance professionals, he is in great demand for his services. Miracle Playsystems, Inc., however, has been gratified to have had George as an exclusive installer – an integrated member of the MPI Team. His indispensable experience, quick response time and attention to detail have made for smooth execution of even the most challenging projects. Moreover, our clients know by experience that timely follow-up to any post-installation questions or issues is George's standard.



Playground Selection Criteria

Project Oversight Resume



Fred DiPietro

Sales Account Manager/Point of Contact



831.242.0063



fred@miracleplaygroup.com



Central Coast/Central Valley
Region

Work Experience:

- Miracle Playsystems - Sales Account Manager: 02/2020-Present
- DPAR - Sr. Sales Professional: 5/2019-2/2020
- Pella Corporation - Senior Sales Consultant: 4/2018-4/2019
- GAF - Regional Development Manager: 12/2015-9/2017
- SemaConnect - Territory Sales Manager: 1/2014-12/2015
- Bright Grid Solar - Senior Sales Manager: 3/2009-1/2013

Education:

- Sacramento City College, Business Administration, 1983
- SBC Telecom School, 2004

Fred DiPietro will serve as the Project Manager and Point of Contact for this project. Fred works with various agencies on projects all across the Central Coast and Central Valley area. He is committed to being your project manager and will be for the duration of the project.

Fred comes to Miracle Playsystems with an extensive career in professional sales. From telecommunications and renewables, to doors and windows, Fred has a robust knowledge of defining client's needs and using consultative experience in being an added value partner within the verticals he represents. Fred also has a unique love for baseball, once having the opportunity to play professionally for the Detroit Tigers organization. A family man who loves the ocean and lives in a beach town on the Peninsula, Fred is excited to meet and develop relationships with all of his territory clients!

Playground Selection Criteria

Playground Equipment Warranty

Miracle® Limited Warranty

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

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

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and associated fastening hardware.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED EIGHT (8) YEAR WARRANTY:**
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- LIMITED FIVE (5) YEAR WARRANTY:**
 - Heavy duty diamond barrier mesh and Kidtrax™ Climbing Rocks.
 - Mira-Therm™ PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating).
- LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:**
 - Slushproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
 - Pool slide support structures, stairways, landings and railings.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above prescribed warranty periods and material categories, Buyer must promptly notify Miracle® in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle® may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle® unless authorized by Miracle® to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle® may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's 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). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fall of their 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.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle® or a Miracle® authorized reseller, and are not transferable.

Warranties apply only to Miracle® products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle® maintenance and operational instructions.

Warranties specifically do not cover Miracle® products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle® parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, or wind storms), and acts of God.

Miracle® does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.



Playground Selection Criteria

Quality Control

Safety That Protects Kids First, But Never Forgets FUN!

Miracle designs and tests all equipment to meet or exceed the American Society for the Testing of Materials (ASTM) Standards, and the Consumer Product Safety Commission (CPSC) Guidelines. Compliance is certified by the International Play Equipment Manufacturer's Association (IPEMA).



Quality That's More Than Just a Claim

- Only the highest quality, longest lasting, environmentally sound construction materials are used
- ISO 14001: 2004 Certification in 2008 for healthier, more sustainable manufacturing processes
- ISO 9100 Certificate for maintaining stringent standards in design, production, testing and quality control
- UV stabilizers added to plastic and paint colors for long-lasting fade resistance
- Chip and scratch-resistant, powder-coated steel parts and innovative deck coating process
- Our triple "Flo-Coat" galvanized steel tubing provides protection against corrosion and is backed with a 100-year warranty as long as you own the product
- Optional coatings featuring anti-microbial additives available



Choose from thousands of combinations and cutting-edge custom designs

- Our expert staff of designers, innovators, engineers and fabricators build high-quality, safe and durable play spaces
- Our Custom Design Studio is ready to collaborate with you on any theme or unique design request
- Wide range of decks, climbers and slides
- 24 standard powder-coat paint colors
- 10 anti-microbial powder-coat paint colors
- 25 plastic colors
- 6 deck colors
- All playgrounds designed for maximum play value



Designs that help every child play

- Compliance with American Disabilities Act (ADA) Accessibility Guidelines for Play Areas
- Pioneering universally designed playgrounds for kids of all ages and abilities



Honest Price Promise

For the past 91 years, we've built our company on integrity, customer service and quality at honest prices. We don't intend to stop doing that anytime soon. Our promise is to provide you with the best solution for your playground needs, with no gimmicks or misleading terms.

Give us a chance to give you a better price. Just provide us any competitive quote, along with a drawing, and we will design a play structure of equal or better play value. Thank you for the opportunity to earn your business.



Playground Selection Criteria

Eco-Friendly Playground Equipment



Miracle Recreation® Making a Better World for Our Children

As a manufacturer, it's our responsibility to do what we can to create a healthy, sustainable future for generations to come. Our dedication to green practices encompasses multiple aspects of our company – including our manufacturing practices and the products we develop.

ISO 14001 Certified

The Miracle Recreation® environmental management system was certified as compliant with the ISO 14001:2015 standard by our registrar Intertek. We are an environmentally conscious company continuously working to improve our processes. Here are some steps we've taken to ensure that we meet those standards:

- Slashing waste through improved technology and processes
- Selling unused plastic regrind to keep it out of landfills
- Recycling damaged plastic molded parts to manufacture Border Timbers
- Recycling all steel cutoffs into new steel
- Implementing new corrugated, battery and plastic recycling programs

ISO 14001

Certification requires continual improvement, so we'll keep working to reduce pollution and waste for a healthier earth.

LEED Points

LEED stands for Leadership in Energy and Environmental Design. If you're looking to "go green" in your community, we can help your organization meet its green building goals by providing up to 9 LEED points. Achieving these points not only helps create healthier, more environmentally friendly projects, but also confirms your environmental commitment to your community. Ask your local Miracle Recreation representative for more information.



Playground Selection Criteria

Corporate Financial Information

Miracle Playsystems was first established as Miracle Construction Company in 2004. A few years later Kit Steven moved from construction to sales by purchasing the Northern California Miracle Recreation distributorship owned by Dale Green Associates. The company changed names and became known as Miracle Playsystems. The purchase of Dale Green Associates and John Harris and Associates a few years later, brought more than 30+ years of experience to the firm. Miracle Playsystems as been financially stable over the course of the last 15+ years we've been in business. We are the largest play equipment design, distribution, and specialty contracting firm serving Northern and Central California. Miracle Playsystems is accredited with the Better Business Bureau (BBB) with and A+ rating. Our California Contractor's License number is #CSL: 981433. Feel free to verify our credentials online.

The Majority Directors of Miracle Playsystems are Kit Steven, Owner and Principal and Tracey Lydon, Principal and Operations Manager.

BBB Rating & Accreditation



Business Information
MIRACLE PLAYSYSTEMS CORPORATION DBA MIRACLE PLAYSYSTEMS
P.O. BOX 203 A, AMO, CA 94507 Business Phone Number (925) 879-1738
Entity: Corporation Issue Date: 03/01/2013 Expire Date: 03/31/2021
License Status
This license is current and active.
All information below should be reviewed.
Classifications
B - GENERAL BUILDING CONTRACTOR
Bonding Information
Contractor's Bond This license holder is Contractor's Bond with AMERICAN CONTRACTORS INDEPENDENT COMPANY
Bond Number: 10022588C Bond Amount: \$1,000,000 Effective Date: 11/01/2014
Bond of Qualifying Individual The qualifying individual (ARRY WILLIAM CALHOUN) has filed that he/she owns 1% percent more of the entity with membership interest in this company; therefore, the Bond of Quality is Individual is not required. Effective Date: 11/01/2014
Workers' Compensation
This license holder is not currently insured with a workers' compensation policy. Policy Number: E-1-WC-1043716 Effective Date: 02/01/2014 Expire Date: 1/31/2015 Workers' Compensation: None





Graphic Exhibits

Design, Specifications, Key Component Images, Color Options

Design

- Plan
- Elements of Play
- Compliance Analysis
- Design Rendering



Specifications (see enclosed USB Drive)

Component Images

- Swings
- Musical Instruments
- Climbers
- Slides
- Accessories
- Rocks



Colors Available



Job: P21_1037_Fahrens Park Playground Equipment & Replacement
 Quote Name: 21_1037_FahrensPark_002
 Quote Number: 00010423

Prepared by:
 Fred DiPietro
 fred@miracleplaygroup.com



Terms: Net 30
 Remit to:
 Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total \$251,671.04
 Freight \$10,571.00
 Tax \$12,757.11
 Total \$274,999.15

Item	Qty	Rate	Total	Tax (if applicable)
Demolish and Dispose of Existing Play Equipment	1	\$5,705.00	\$5,705.00	
Excavate and Dispose of Existing Wood Fiber Material Off Site; Excavate South Play Area for Rubber Surfacing; On-Site Disposal	5350	\$1.79	\$9,576.50	
Provide & Compact Base Rock Material Sub-Base for Poured-in-Place Rubber Surfacing	3450	\$4.63	\$15,973.50	\$1,317.81
Construct Concrete Fluctuation Ramp (South Play Area)	1	\$1,768.00	\$1,768.00	\$145.86
Construct Concrete Pad for Concrete Picnic Tables (6' X 8')	3	\$1,106.00	\$3,318.00	\$273.74
Provide Miracle Recreation Playground Equipment per Drawing 21_1037_FahrensPark_002 (North Playground); Sourcewell Discount Applied per Terms of Contract #010521-LTS	1	\$86,588.00	\$66,672.76	\$5,500.50
Provide Miracle Recreation Music Components (South Playground) per Drawing 21_1037_002; Sourcewell Discount Applied per Terms of Contract #010521-LTS	1	\$8,109.00	\$6,243.93	\$515.12
Provide Miracle Recreation Playground Equipment per Drawing 21_1037_FahrensPark_002 (South Playground Swings); Sourcewell Discount Applied per Terms of Contract #010521-LTS	1	\$5,369.00	\$4,134.13	\$341.07
Provide UPC Standard 6' Picnic Table Model UPC15600	3	\$1,393.60	\$4,180.80	\$344.92

Page 1 of 4 - P21_1037_Fahrens Park Playground Equipment & Replacement

MIRACLE PLAYSYSTEMS, INC. • PO BOX 263, ALAMO, CA 94507 • (800) 879-7730 • (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) • DIR: 1000015853

Provide UPC Classic Park Bench, Model UP15026	4	\$1,089.00	\$4,356.00	\$359.37
Offload/Transport New Equipment	1	\$1,000.00	\$1,000.00	
Install North Playground Play Equipment per Drawing 21_1037_002	1	\$34,803.50	\$34,803.50	
Install South Playground Music Components	1	\$3,346.00	\$3,346.00	
Install South Playground Swings	1	\$1,845.00	\$1,845.00	
Install Picnic Tables and Benches	1	\$2,360.00	\$2,360.00	
Provide Engineered Wood Fiber Safety Surfacing per Cubic Yard	94	\$19.77	\$1,858.38	\$153.32
Install New Engineered Wood Fiber Surfacing	94	\$19.30	\$1,814.20	
Provide Materials for Poured-in-Place Rubber Safety Surfacing; Critical Fall Height - 7'-0"; Colors to be 50% Black, 50% Standard Color	3450	\$13.37	\$46,126.50	\$3,805.40
Installation of Poured-in-Place Rubber Safety Surfacing Over Prepared Surface; No Graphics Included	3450	\$8.91	\$30,739.50	
Fabricate and Install Custom Galvanized Pipe Fencing: North Area = 62 Linear Feet; South Area = 52 LF (Both Lengths Shortened by 5' to Provide Direct Access into Playgrounds from Pathway	114	\$51.31	\$5,849.34	

Sub Total \$251,671.04
Total Freight \$10,571.00
Total Tax \$12,757.11
Grand Total \$274,999.15

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below

End User Company: City of Merced	Bill To Email:
End User Contact:	Bill To:
End User Email:	Customer Reference #:
Delivery Contact:	
Delivery Email:	
Delivery Phone:	
Delivery Address:	
Site Address: 945 Buena Vista Dr Merced	

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 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.

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.

Page 3 of 4 - P21_1037_Fahrens Park Playground Equipment & Replacement

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CSL: 981433 (Exp Date 03/23) • DIR: 1000015853

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: _____

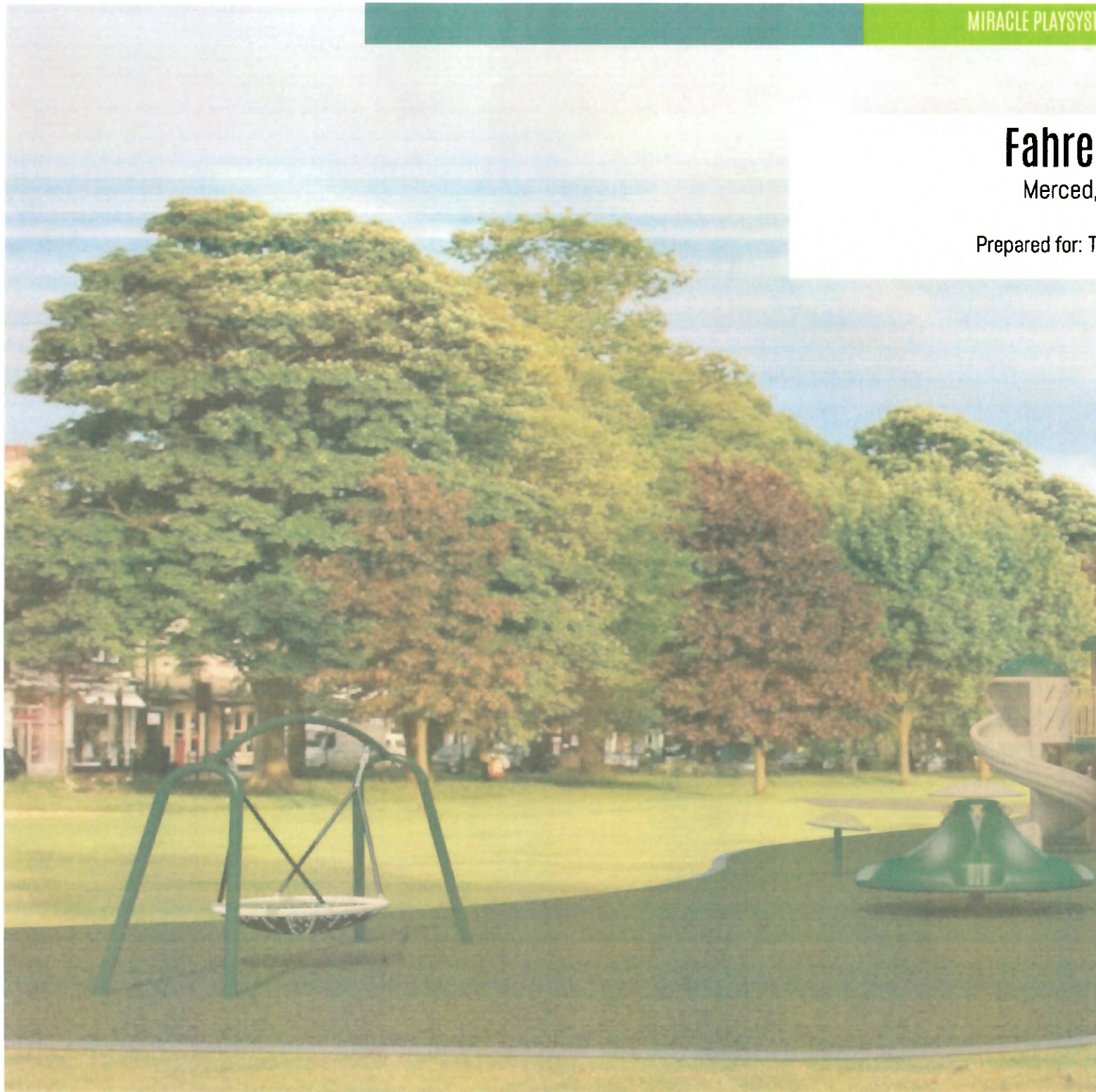


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Prepared for: T



1 Multi-Sensory Play Elements

-  Vestibular (movement and balance)
-  Proprioceptive (body position)
-  Tactile (touch)
-  Auditory (hearing)
-  Visual
-  Olfactory

2 All Children Encouraged to Play

- Providing a graduated range of challenge
- Grouping similar equipment together
- Offering equipment for multiple age groups
- Providing real choices of play for each child






3 Accessibility

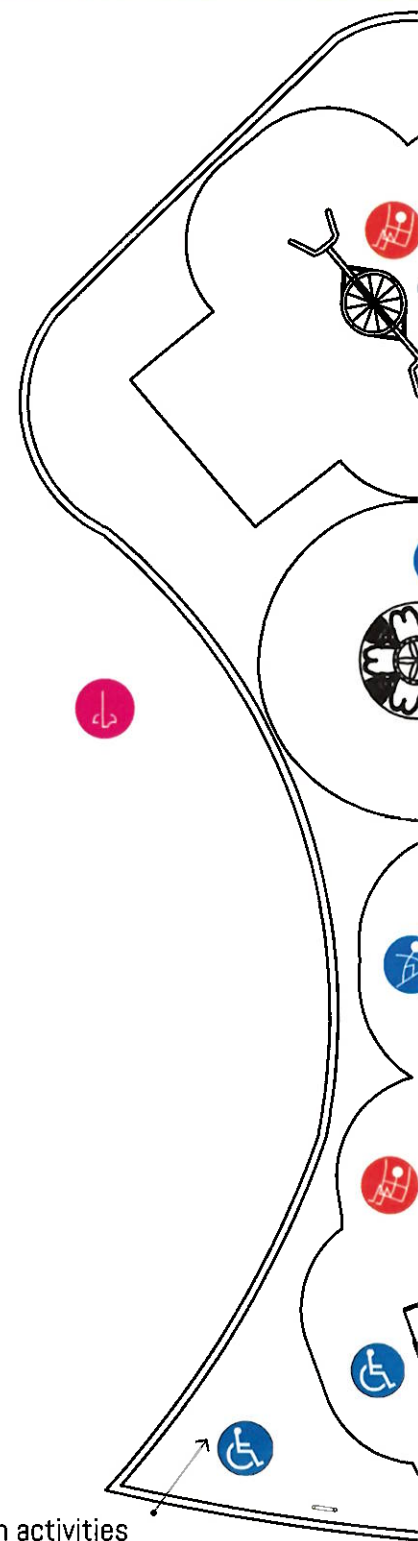
- Protective, shock-absorbing unitary surfacing
- Wide movement routes
- Smooth, even transitions on and off equipment

4 Opportunity for Calm

- Offering cozy, quiet spaces
- Establishing perimeter paths and fences
- Providing a wayfinding system that includes an orientation path

5 Social Environments

-  Solitary play - Children play alone
-  Onlooker play - Children watch others play but do not engage in play
-  Parallel play - Children play next to each other but are engaged in their own activities
-  Associative play - Children are still playing independently but often do the same thing as others
-  Cooperative play - Children interact together for the purpose of play



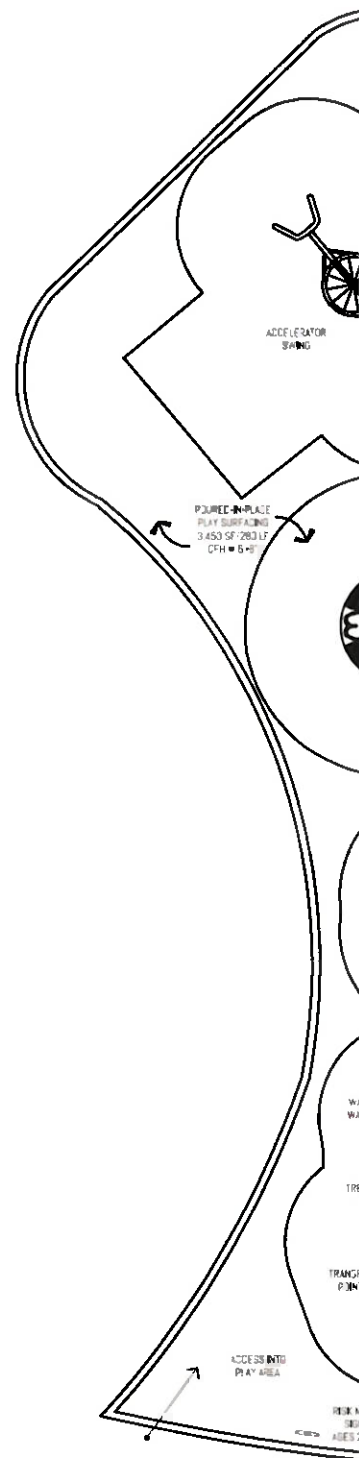
ADA COMPONENTS COUNTS

BOTH PLAY AREAS - AGE APPROPRIATE 2-5 & 2-12 YEARS: CAPACITY: 121 - 140 CHILDREN

ELEVATED PLAY ACTIVITIES (TOTAL)	14		
- typhoon slide		- kids perch with wheeler	
- log climber		- mogul slide	
- bumper ladder		- curved cable/rope climber	
- canyon climber		- twister climber	
- dna climber		- vertical ladder	
- gear panel		- wavy wedge wall walker	
- groove ii slide		- wide burma bridge	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	14	REQ'D: 7	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0	
GROUND LEVEL ACTIVITY TYPE:	9	REQ'D: 3	
- sound equipment		- swings	
- climber		- manipulative equipment	
- balancing equipment		- imagination panels	
- glider/spinner		- upper body climber	
- whirl			
GROUND LEVEL ACTIVITY QUANTITY:	22	REQ'D 5	
- accelerator swing (bird nest)		- bell (2)	
- bongo perch		- crunch station	
- double pod seat		- how tall ru panel	
- jax beanstalk - two		- interactive "very buried" panel	
- magic ball popper panel		- interactive "magical music" panel	
- miracle museum spinatorium		- saddle seat - angled post	
- steering wheel		- ten spin	
- concerto 2-congas		- concerto spin cabasas medium	
- concerto vibes		- swing; slashproof seat (2)	
- swings; tot seat (2)			

ADA NOTES:

1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.12.
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.3.
3. GROUND SURFACING COMPLIES WITH ASTM 1951-994.
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.5.
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.





Colors Used In Rendering:



Dark Brown



Brown Stone



Sand



Forest Green



Hunter Green Decks

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