



LAYOUT AND GRADING PLAN

**ALUM ROCK UNION ELEMENTARY SCHOOL**  
PLAYGROUND STRUCTURE  
LINDA VISTA ELEMENTARY SCHOOL  
100 KIRK AVENUE  
SAN JOSE, CALIFORNIA

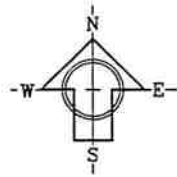
| DATE   | REVISION        |
|--------|-----------------|
| 2/3/95 | REVISED FOR BID |
|        |                 |
|        |                 |
|        |                 |
|        |                 |

PROJECT NO.  
BIP 110,  
22-02-95  
DATE: 13 FEB 95  
SCALE: 1"=20'

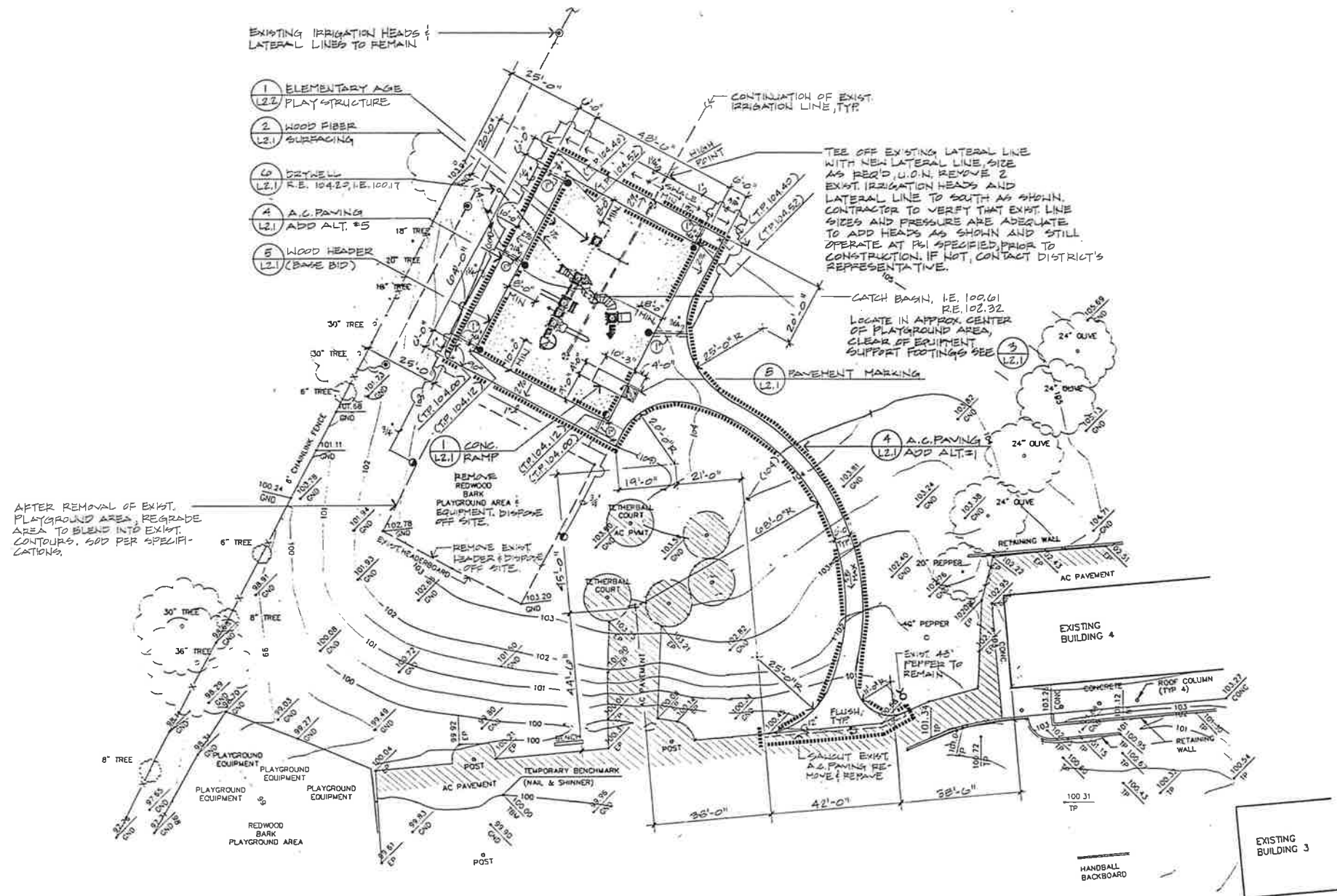
SHEET NO.

**L1.2**

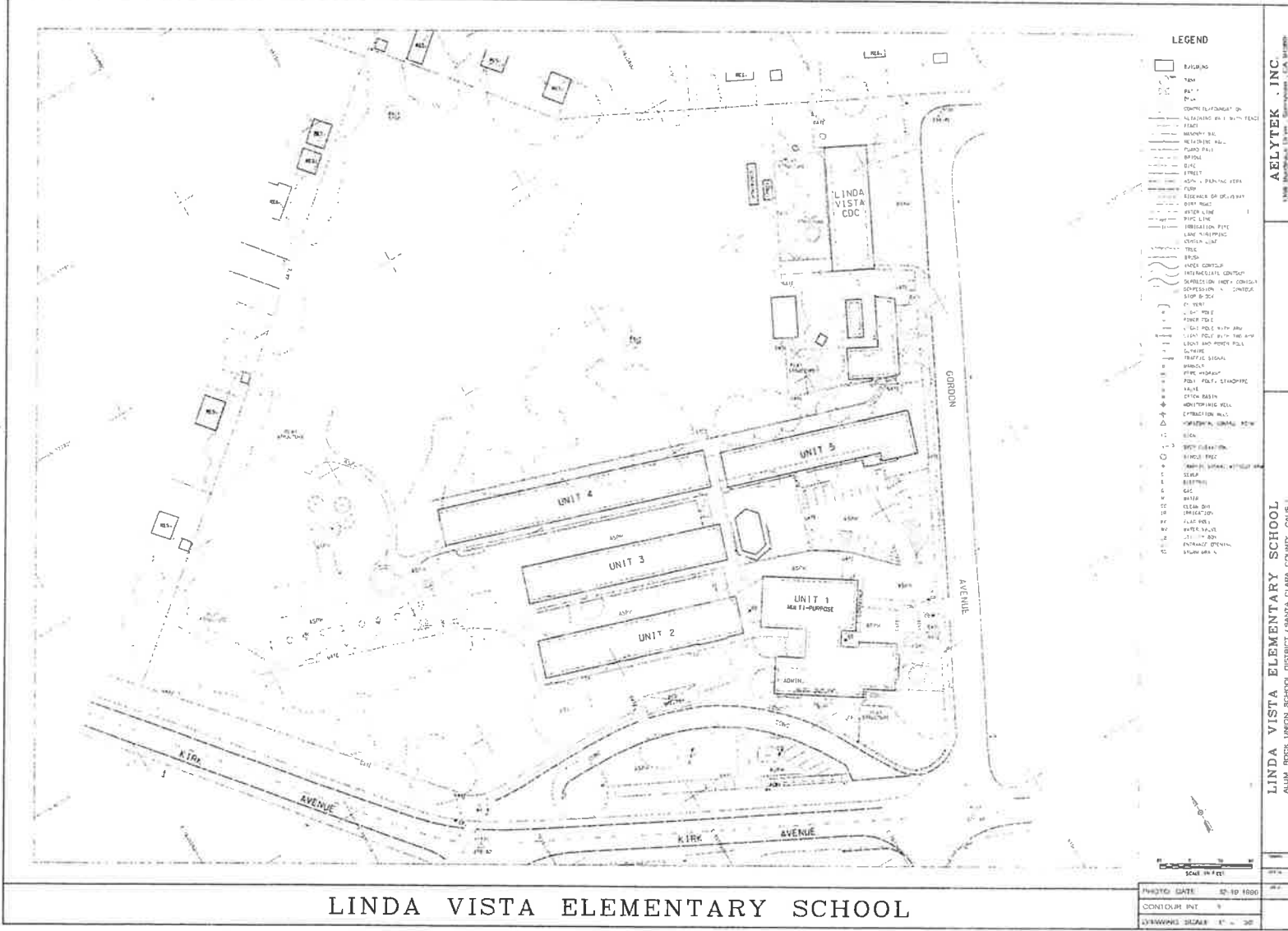
OF 5 SHEETS



BENCHMARK  
THE TEMPORARY BENCHMARK (TBM)  
IS SET AT A PROJECT DATUM OF  
ELEVATION = 100.00.  
THIS ELEVATION IS NOT ON THE  
QTY OF SAN JOSE DATUM.



NOTE: For legend and additional information see Sheet L1.1.



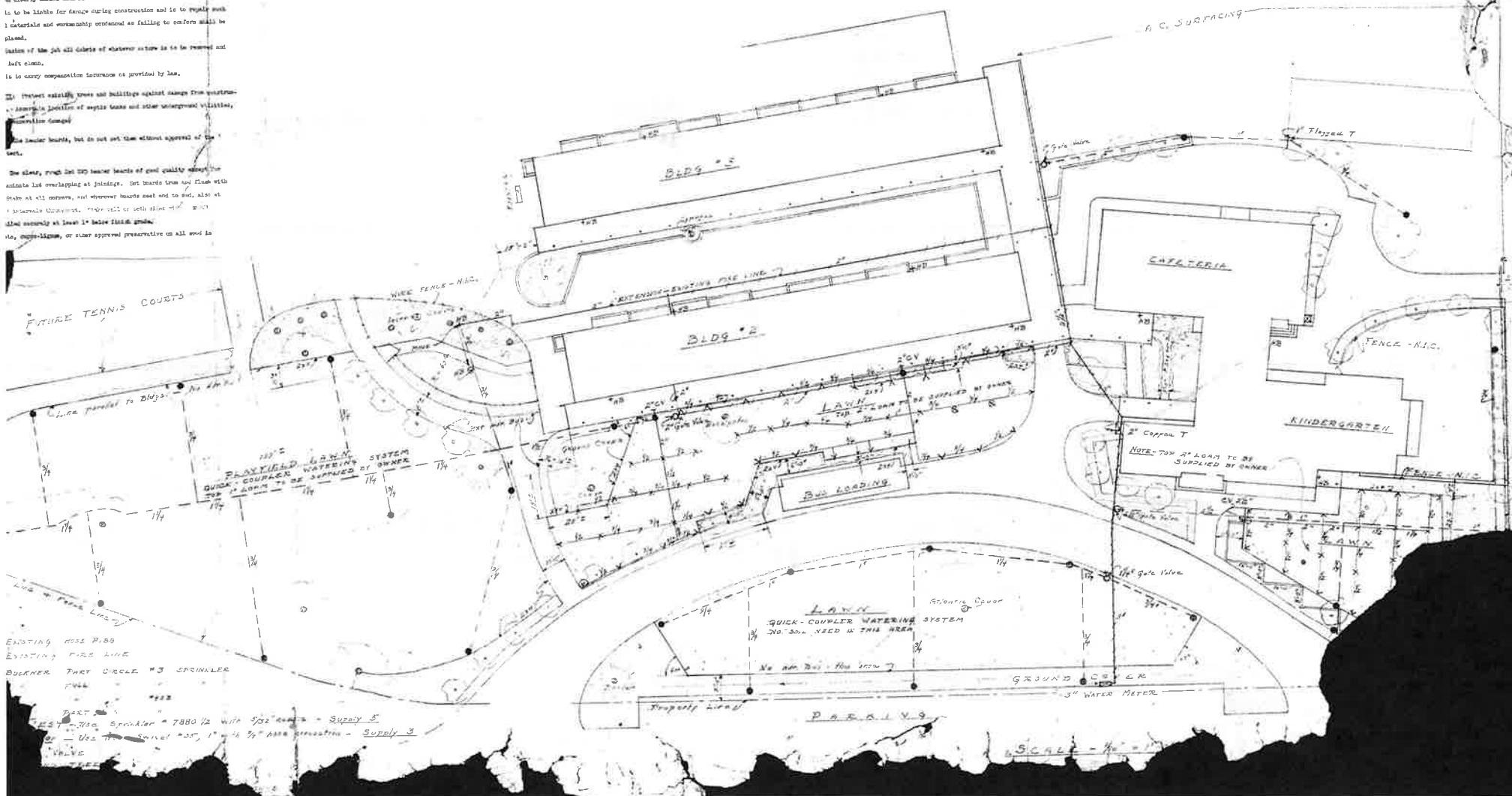
LINDA VISTA ELEMENTARY SCHOOL

INSPECTION AND MAINTENANCE SYSTEM: Exact location of all garden valves and shutoffs is to be approved by the Landscape Architect before installation.

Contractor shall furnish all labor and materials for entire watering system, including digging, backfilling, and setting of all branches, etc. All pipes shall be of galvanized steel, least a minimum of 1/2" below finish grade.

INSTALLATION SYSTEM: For lawn and flower garden areas is to provide complete and even coverage, using Backhoe, hand, or equal. Depth of mains and laterals are to be as shown and are to be adequate for good pressure at all times.

GARDEN VALVES AND SHUT OFFS: are to be located by staking on site, not more than 1' from edge of path or paving on landscapes approximately 18" above finish grade.



# Linda Vista Elementary

San Jose, CA

Prepared for: Alum Rock Union School District



Prepared By

Jean Tyan  
Sales Account Manager  
Miracle PlaySystems Inc  
jean@miracleplaygroup.com  
(650)930-0459

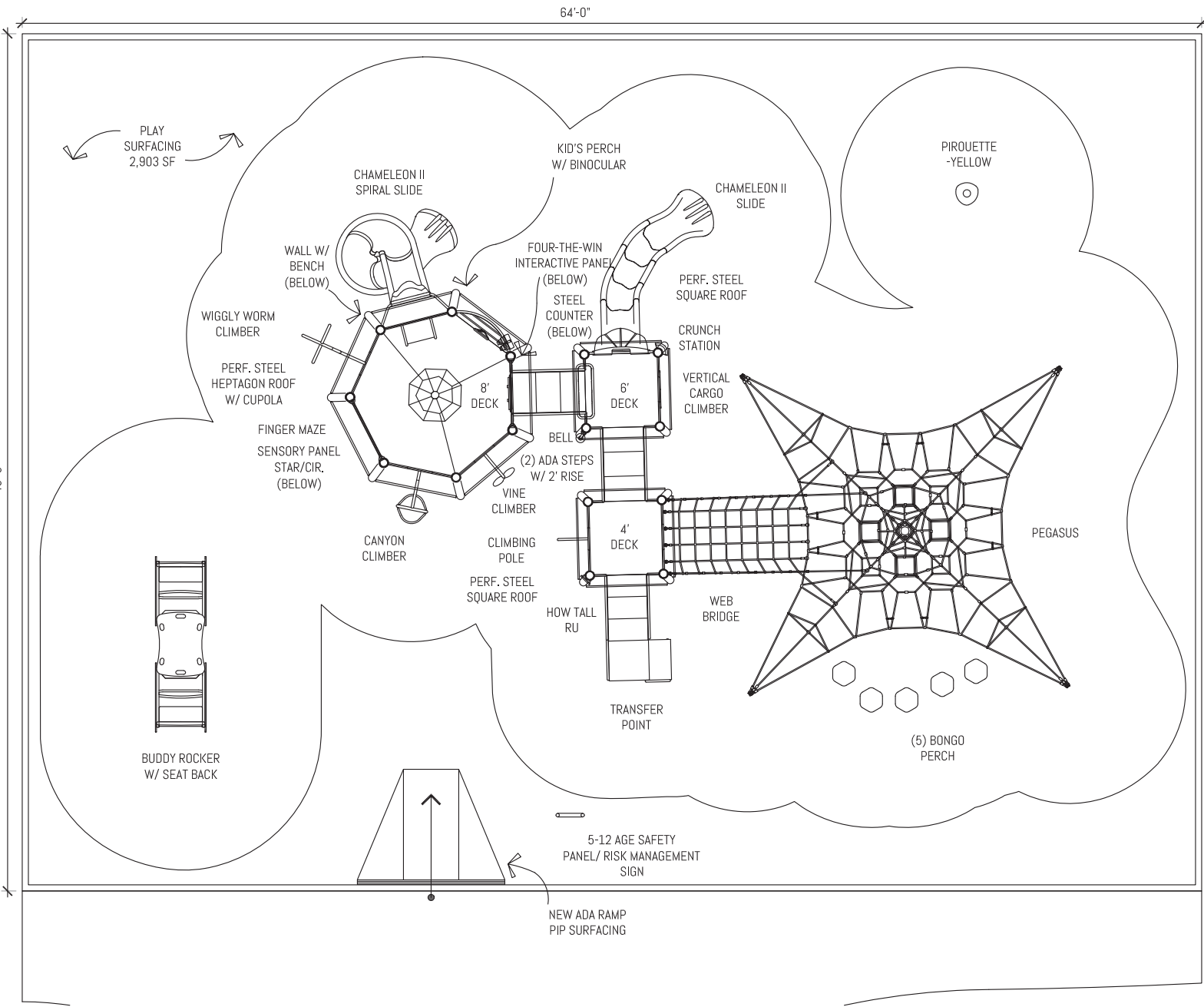




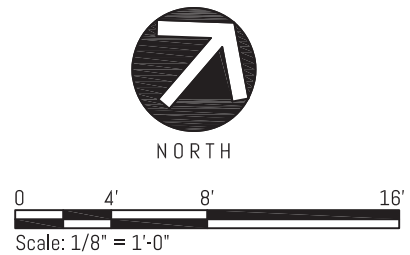
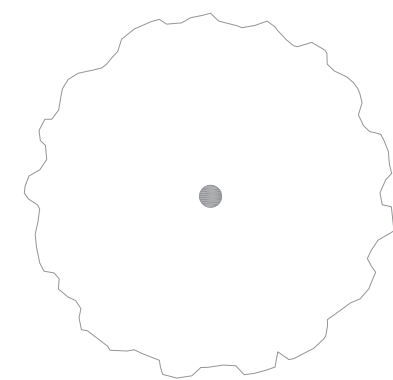
## Project Understanding and Design Development

- \* Proposing a New playground structure appropriate for ages 5-12
- \* Keeping in mind that the playground will be open to the public, it is essential to incorporate as much play value that includes different types of play elements and accessible elevated as well as ground play opportunities.
- \* This design includes components at various levels of challenge and a comprehensive variety of play experiences.





| PLAY AREA - AGE APPROPRIATE 5-12 YEARS:                                |    | CAPACITY: 109-126 CHILDREN     |  |
|------------------------------------------------------------------------|----|--------------------------------|--|
| ELEVATED PLAY ACTIVITIES (TOTAL)                                       | 11 |                                |  |
| ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:                       | 11 | REQ'D: 6                       |  |
| ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:                           | 0  | REQ'D: 0                       |  |
| GROUND LEVEL ACTIVITY TYPE:                                            | 8  | REQ'D: 3                       |  |
| GROUND LEVEL ACTIVITY QUANTITY:                                        | 11 | REQ'D: 4                       |  |
| NOTES:                                                                 |    |                                |  |
| 1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1                        |    |                                |  |
| 2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99. |    |                                |  |
| 3. GROUND SURFACING COMPLIES WITH ASTM 1951-99                         |    |                                |  |
| 4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.               |    |                                |  |
| 5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.                          |    |                                |  |
|                                                                        |    | CRITICAL FALL HEIGHT : 10'-0"  |  |
|                                                                        |    | SITE AREA: SF 2,903 LF 218'-4" |  |
|                                                                        |    | DRAWN BY: CG                   |  |



## 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

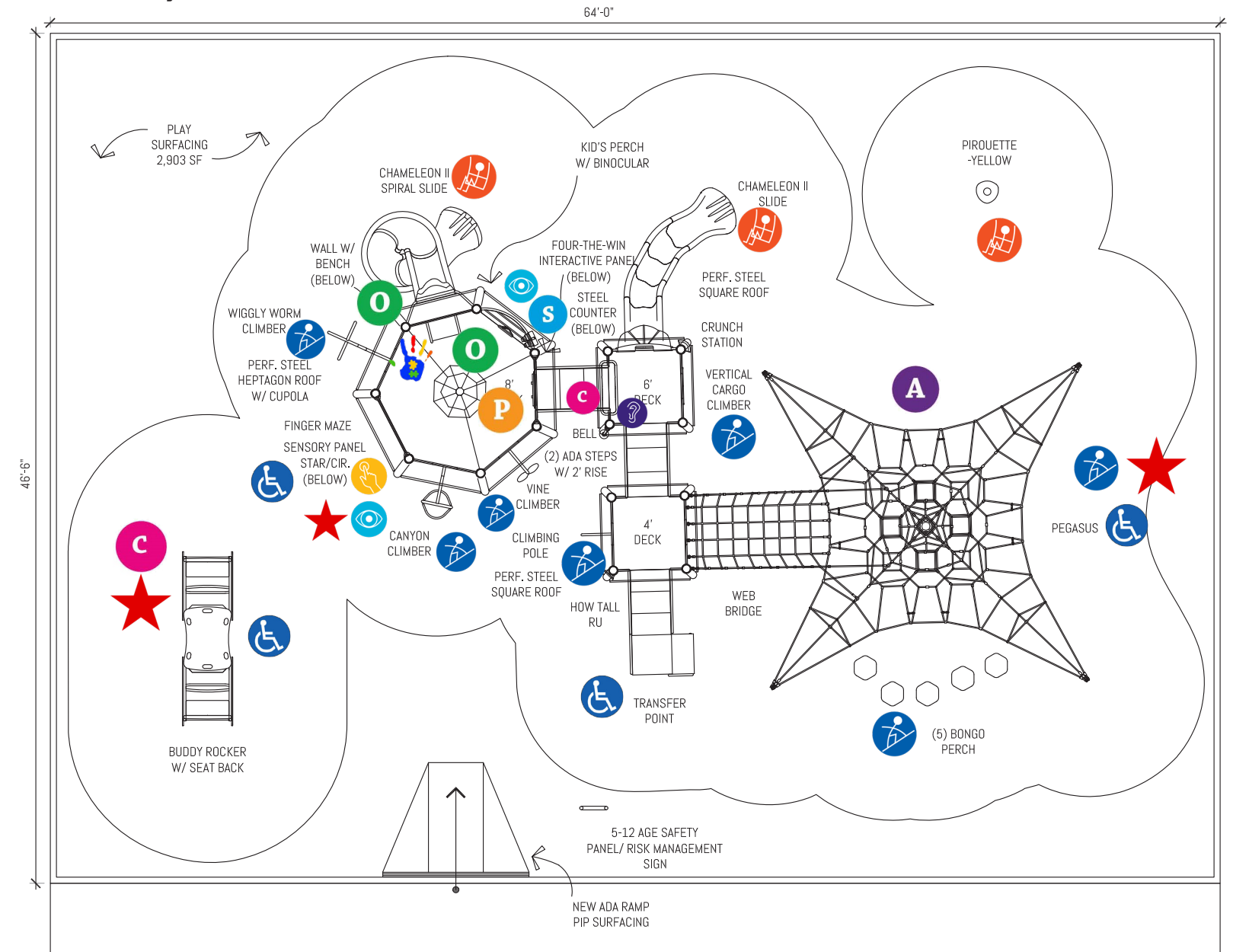
## 4 Opportunity for Calm

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

## 5 Social Environments

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

## Elements of Play



 INCLUSIVE PLAY COMPONENTS

ADA COMPONENTS COUNTS

PLAY AREA - AGE APPROPRIATE 5-12 YEARS:

CAPACITY: 109-126 CHILDREN

Compliance Review

ELEVATED PLAY ACTIVITIES (TOTAL)

11

- canyon climber
- chameleon II vortex slide
- chameleon II spiral slide
- climbing pole
- delight-o-scope binoculars
- finger maze panel
- kid's perch w/ extended wheel
- vertical cargo climber
- vine climber
- web bridge
- wiggly worm climber

ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:

11

REQ'D: 6

ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:

0

REQ'D: 0

INCLUSIVE GROUND LEVEL ACTIVITY TYPE:

8

REQ'D: 3

- sound
- blancing
- spring rocker
- upper body
- imagination
- manipulative
- spinning
- climbing

INCLUSIVE GROUND LEVEL ACTIVITY QUANTITY:

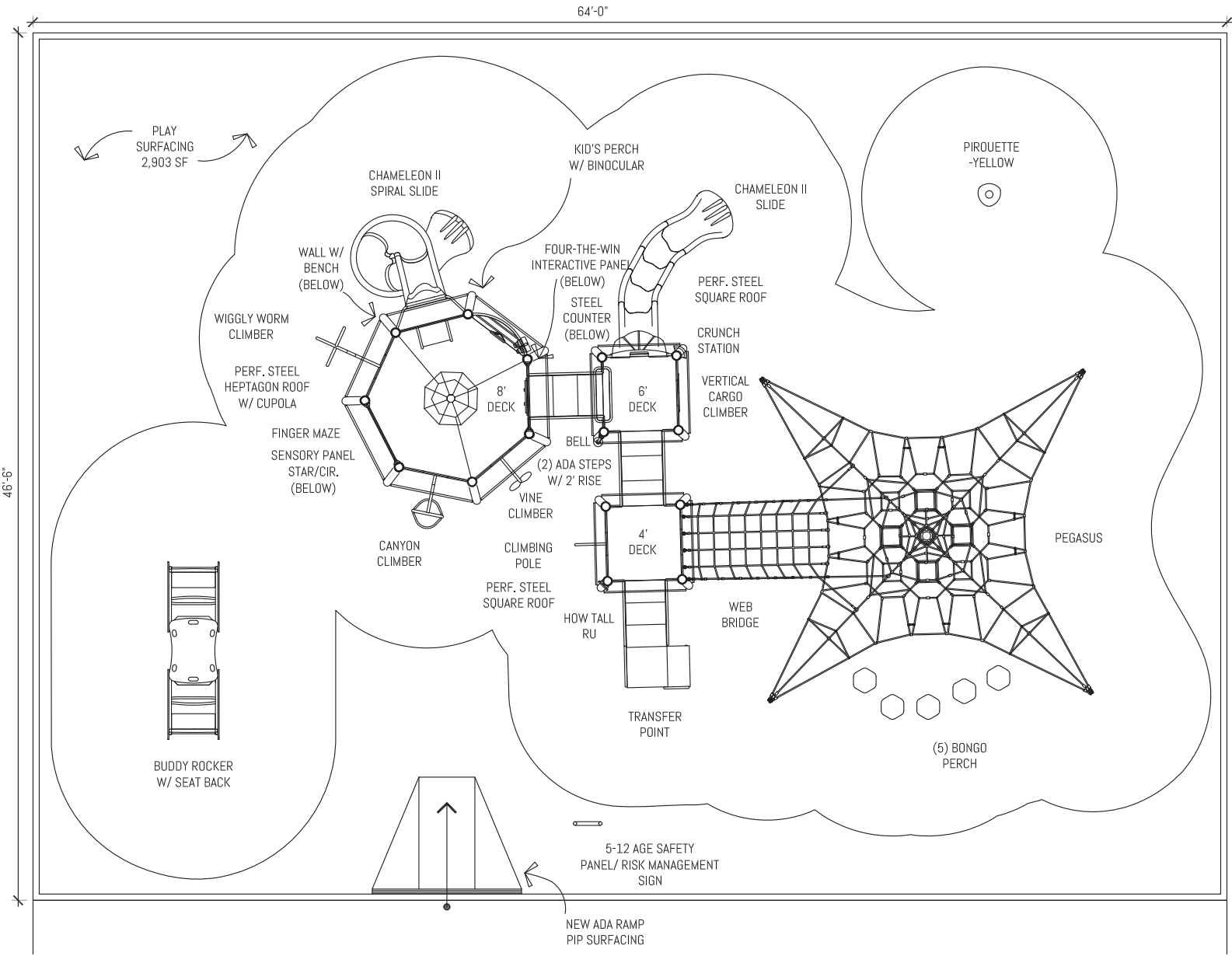
11

REQ'D 4

- bell
- bongo perch
- buddy rocker
- crunch station
- how tall RU panel
- pirouette
- sensory textured panel
- steel counter
- wall enclosure w/ seat
- pegasus
- four- the -win interactive panel

ADA NOTES:

1. TRANSFER STEPS TO BE STRIPED PER 11B-5044.12.
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



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

Miralene: Orange-Sand  
Blue-Yellow

06/03/2021  
21\_0609\_Linda Vista ES\_001

Creating Fun Play Environments to Enrich Communities





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



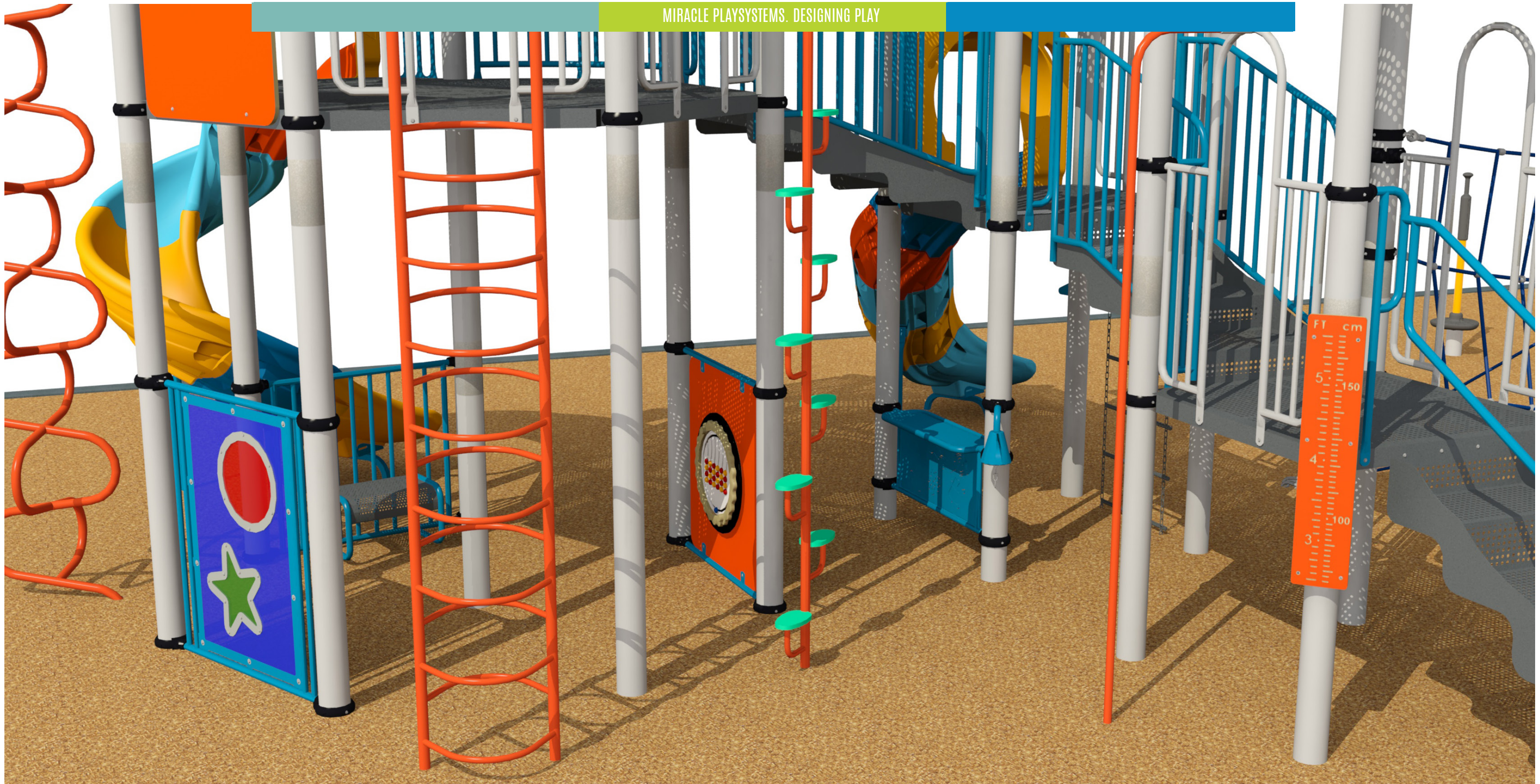
\*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.



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# COLOR CHOICES

## DESIGNER, GIVE YOUR PLAYGROUND STYLE!

Color your playground with one of the exciting themed color combinations below, or create a custom palette with our wide selection of standard surface colors and paints—you can even match school colors! Ask your representative for information on custom color combinations.



### Earth Tone

- Beige
- Sand
- ForestGreen
- Green



### Patriotic

- Red
- White
- Blue



### Sahara

- Beige
- Brown
- ForestGreen
- Sand



### Energy

- MetallicGray
- Dark Gray
- Silver
- Chartreuse Teal
- Cyan



### Island Oasis

- ForestGreen
- Royal Blue
- Cobalt
- Cyan



### Primary

- Blue Red
- Yellow
- Yellow



### Mother Earth

- Blue
- Sand
- Beige
- Green



### Nautical

- Blue
- Sand
- Beige
- Orange



### Ocean

- Blue
- Sand
- White
- Teal



### Spring

- Green
- Sand
- Yellow

# COLOR CHOICES



## Rock-ite® Plastic Color Choices - Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



## Mira-Cote® Powder-Coated Painted Metal Color Choices - Posts, Arches, Swings and Accents (Railings & Climbers).



## Anti-Microbial Painted Metal Colors - This proprietary treatment helps prevent bacterial mold, algae growth and stains.



## Mira-Lene™ Panel Color Choices



Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.

# MIRACLE 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 stainless steel 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, and 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 Kidrox™ 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 facing 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:

- Slashproof 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 does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. 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 fail 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 transferrable.

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, without pre-approval by Miracle;
- 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, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

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.





## MIRACLE RECREATION EQUIPMENT COMPANY BRINGS YOU THE THRILLS OF A LIFETIME!

Miracle is one of the nation's first and most innovative playground equipment manufacturers. We first began shaping the future of play in 1927 when our founder Johnnie Ahrens created the Whirl — a tilting, kid- powered merry-go-round — based on the timeless insight that, “Kids want action.” That same inspiration has driven 90+ years of innovation, including the introductions of the first fiberglass slide (1963), the 25- foot Mega Tower® (2000s), and the Avalanche Inclusive Slide (2015). Our latest advance, the Extreme Generation adventure playground, delivers challenging physical events for kids seeking extreme play. Its design brings play to new heights, with innovative, fully-enclosed skyways that provide elaborate rope-course-inspired activities far above ground, safely adding an element of perceived risk to any play space.

This never-ending dedication to innovation is the reason why, even after more than 90+ years, the Miracle legacy remains focused on building yours. We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

Let's get you started by envisioning a playground that is meant for your community and right for your budget. It's why our legacy has always been about building yours.

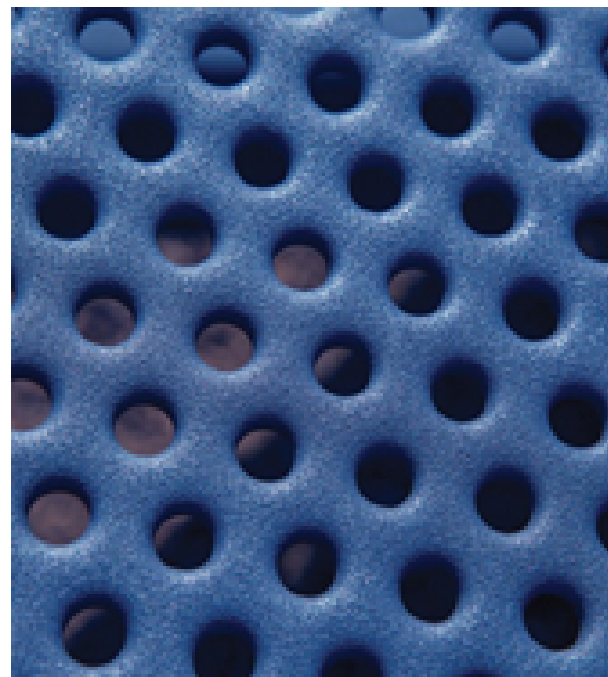
# MIRACLE<sup>®</sup> ADVANTAGE

We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.



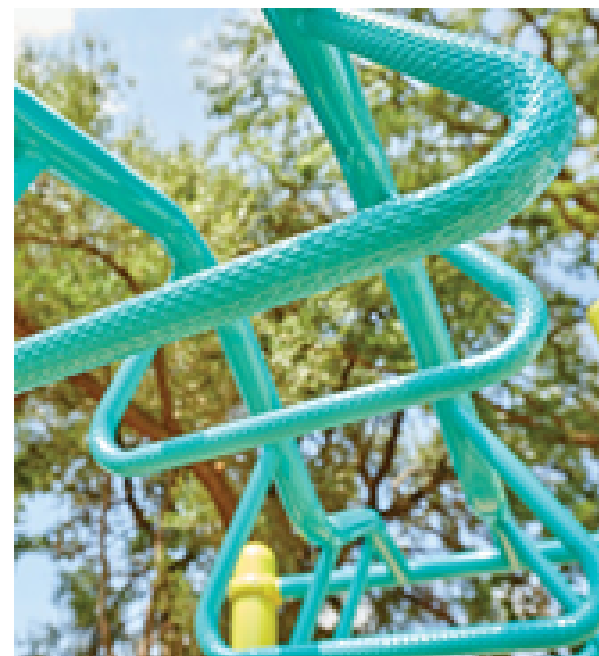
## Versalok<sup>®</sup>

Our clamp design features a stainless steel, tamper-resistant fastener that eliminates the need for stacking multiple clamps.



## Mira-Therm<sup>™</sup>

This textured vinyl coating for deck surfaces helps prevent rapid heat transfer, while the circle pattern keeps little fingers safe.



## Gator Grip<sup>®</sup>

The 3D textured pattern makes it easy — and comfortable — for kids to make their next moves.



## Compound Resin

Provides superior strength and durability, advanced color fastness and UV resistance.



## Safety

We're committed to providing equipment that meets and/ or exceeds the performance safety specifications established by organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. To verify product certification, visit [www.ipema.org](http://www.ipema.org).

# Component Images



## Buddy Rocker

Powered by super-sturdy springs and kids in motion, this inclusive rocker is durable enough to accommodate up to eight children at a time and encourages cooperative play.

## Pirouette

Since 1927, when Miracle® Recreation was founded, our team has understood the importance of motion for kids. In the more than 90 years since, Miracle Recreation has continued to create innovative playground spinners. We pride ourselves on offering some of the most creative and thrilling playground spinner options that are designed to get children moving.



# Component Images



## Sensory Panel

Designed by a child development expert, the Miracle® Recreation Sensory Panels combine the challenge of a traditional maze with imaginative play that enriches and thrills the senses. Children and adults of all ages and abilities, including those with sensory disabilities, can explore the distinctive textures, shapes and translucent colors of these reconfigurable panels by look and by feel, as a group or individually in their own, unique way.



[CLICK HERE TO VIEW Sensory Panel Video!](#)

# Component Images - Climbers

Kids of all ages love to climb, and Miracle® Recreation wants to enhance that love with exciting playground climbers that help take thrills to new levels. We want kids to come to a playground feeling challenged and ready for fun. Our commercial playground climbers do exactly that by allowing kids to scale heights they didn't think were possible. Our variety of options means there's something for every playground, no matter the theme, size, or budget.

Pegasus



[CLICK HERE TO VIEW Net Play Video!](#)

Vertical Cargo Climber



Canyon Climber

# Component Images - Climbers



# Component Images - Slides

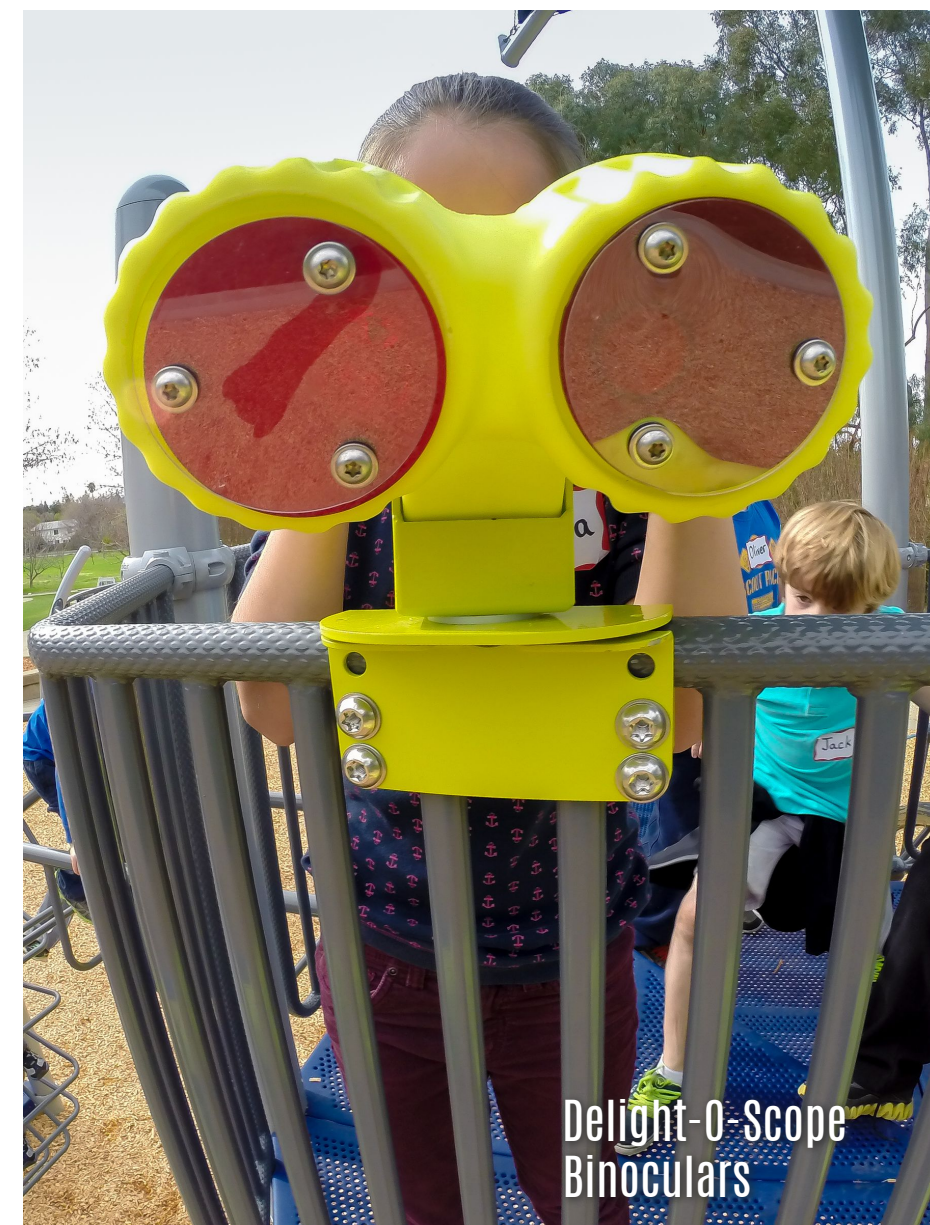
Slides are a playground classic for a reason. They let kids move, explore new heights and feel the thrill of whooshing through the air down the slide. For more than 90 years, Miracle® Recreation has been creating innovative and thrilling playgrounds, so it should come as no surprise that our playground slides pack plenty of adrenaline and excitement into a traditional playground standby.



# Component Images - Play Panels



# Component Images - Accessories



# Long Term Maintenance Services



Miracle Playsystems has an in-house maintenance technician to suit your needs. With our maintenance division we offer a full line of personalized support to assist our clients with the management of their playground equipment safety. Maintaining safe play areas is a big part of our business and will keep your playground looking wonderful for years to come. Services include but not limited to the following: Installation of small parts; Repair plastic slides through welding technique; Repair & install rubber surfacing ; Cleaning and sanitizing playground equipment; CPSI Inspections; Quick turnaround time on scheduling work; Excellent attention to detail providing customer satisfaction; Site visits to assess repair work, take pictures when necessary to send back to office for part verification.

## Cleaning and Sanitizing Services

Cleaning and sanitizing services are now available to our clients to not only help with safely re-opening playgrounds during and after the pandemic but to clean and freshen up equipment as well. Our team is equipped with a Brand-NEW Trailblazer commercial pressure washing system to thoroughly clean your equipment.

After the equipment is cleaned, we move on to sanitizing. We use the most powerful electrostatic disinfectant sprayer on the market to apply EPA and CDC approved disinfectants with electrostatic charge to fully coat and disinfect the entire play area.



For more information about our Maintenance and Cleaning and Sanitizing Services please visit: [www.miracleplaygroup/maintenance](http://www.miracleplaygroup/maintenance)

# Wood Fiber Inspection and Re-Spreading

Wood Fiber Surfacing is economical and easy to maintain. The many benefits of Wood Fiber Surfacing include:

- High impact absorbing qualities yet firm, slip resistant surface that, if properly installed, will meet ADA accessibility guidelines
- Reduces injuries after a fall or tumble
- Pure natural material means no negative health or environmental effects
- Environmentally friendly



Job: P21\_0609\_Linda Vista ES  
 Quote Name: Linda Vista ES Design 001  
 Quote Number: 00009602

**Prepared by:**

Jean Tyan  
 jean@miracleplaygroup.com

**Terms:** Net 30**Remit to:**

Miracle Playsystems, Inc.  
 1276 S Main St., Salinas, CA 93901

**Sub Total** \$116,641.47**Freight** \$6,381.00**Tax** \$5,359.88**Total** \$128,382.35

| Item                                                                                                                                                                                                                              | Qty | Rate        | Total       | Tax (if applicable) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|---------------------|
| Miracle Equipment per 21_069 Linda Vista ES 001 design. <b>Sourcewell Cooperative Agreement of 35% Discount Applied.</b>                                                                                                          | 1   | \$87,471.00 | \$56,856.15 | \$4,720.65          |
| <b>Equipment Installation 001 Design.</b><br>Installation only of owner provided 5-12 play structures per 21_0609 Linda Vista ES 001 to mafger recommendations through soil. Footing spoils disposed off site.                    | 1   | \$30,061.00 | \$30,061.00 |                     |
| <b>Demo Existing Playground &amp; Wood Border.</b> Removal and disposal of existing steel blue and tan play structure to include footings and wood border.                                                                        | 1   | \$3,831.00  | \$3,831.00  |                     |
| <b>Concrete Mowband 218'-4" LF.</b> Provide materials to pour approx 218'-4" LF x 6" wide x 9" High #3 Rebar Horizontal typical gray color broom finished concrete containment curb, area 64' x 46'-6".                           | 1   | \$4,140.90  | \$4,140.90  | \$388.21            |
| <b>Concrete Mowband 218'-4" LF.</b> Provide labor to pour approx 218'-4" LF x 6" wide x 9" High #3 Rebar Horizontal typical gray color broom finished concrete containment curb, area 64' x 46'-6".                               | 1   | \$9,662.10  | \$9,662.10  |                     |
| <b>Rubberized ADA Ramp Materials.</b><br>Provide materials to pour (1) Standard 5' X7' Concrete ADA Ramp with Side Aprons coated with approx 55 SF rubberized surfacing at 2" thickness (meets up to 4' fall) using 50% Black and | 1   | \$1,989.00  | \$1,989.00  | \$186.47            |

|                                                                                                                                                                                                                                                                              |   |            |            |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|------------|---------|
| 50% Standard Color with Standard "Aromatic binder".                                                                                                                                                                                                                          |   |            |            |         |
| <b>Rubberized ADA Ramp Install.</b> Provide labor to pour (1) Standard 5' X7' Concrete ADA Ramp with Side Aprons coated with approx 55 SF rubberized surfacing at 2" thickness (meets up to 4' fall) using 50% Black and 50% Standard Color with Standard "Aromatic binder". | 1 | \$4,641.00 | \$4,641.00 |         |
| <b>Filter Fabric Material 2903 SF.</b> Provide material approx. 2903 SF Geotextile Filter Fabric.                                                                                                                                                                            | 1 | \$688.53   | \$688.53   | \$64.55 |
| <b>Filter Fabric Install 2903 SF.</b> Install approx. 2903 SF Geotextile Filter Fabric.                                                                                                                                                                                      | 1 | \$1,032.79 | \$1,032.79 |         |
| <b>Performance Bond</b>                                                                                                                                                                                                                                                      | 1 | \$3,739.00 | \$3,739.00 |         |
| <b>Ad Alt Security Fence 265 LF.</b> Provide approx. 265 LF temporary steel construction fencing for duration of project. \$894.38                                                                                                                                           |   |            |            |         |
| <b>Ad Alt Portable Restroom.</b> Provide (1) portable restroom for duration of project. \$1417.50 Ad Alt                                                                                                                                                                     |   |            |            |         |
| <b>Engineered Wood Fiber Installed.</b> 2944 SF, Finished depth 12 inches = 142 cubic yards. \$5601.9                                                                                                                                                                        |   |            |            |         |

**Sub Total** \$116,641.47  
**Total Freight** \$6,381.00  
**Total Tax** \$5,359.88  
**Grand Total** \$128,382.35

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

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Please confirm or edit order information below

**End User Company:**

Alum Rock Union School District

**End User Contact:****End User Email:****Delivery Contact:**

Edgar Gudiel

**Delivery Email:**

edgar.gudiel@arUSD.org

**Delivery Phone:**

4089286411

**Delivery Address:**

2930 Gay Ave #1000 San Jose CA 95127

**Site Address:**

100 Kirk Ave

San Jose

**Bill To Email:****Bill To:**

Alum Rock Union School District

2930 Gay Avenue

San Jose, CA 95127

**Customer Reference #:****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.

### 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: \_\_\_\_\_

