



Cover Letter

Hi Brett,

Thank you for allowing us the opportunity to approach this vital project. We value the time and energy to work together in creating a beautiful, creative, and safe play environment. All of our playground designs are reviewed by a Certified Playground Safety Inspector (CPSI).

Take a moment to review our understanding of the Scope of Work and review our recommendations of "Best Practices" to meeting an all-inclusive playground.

We certainly understand there are numerous ways to approach this project due to personalization, objectives, and budget. We appreciate your feedback because we want your proposal to meet all of your needs. Please allow us to continue to refine it to create the fantastic project you envisioned.

Thank you,
Estimating Team
Let's Play Rec





About Us

At <u>Let's Play Rec</u>, we recognize each client and every project is unique. We've been building amazing playgrounds for 35-years and we take the time to listen carefully, understand each client's goals and challenges. We collaborate with stakeholders to define a shared vision. We are then able to create thoughtful, inspiring, innovative, cost-effective and sustainable solutions for you.

All of us at <u>Let's Play Rec</u> not only want to meet your expectations of us, we want to exceed them and have an ongoing relationship with you!

We are a <u>turn-key solution</u> for all of your <u>Playground Environment needs!</u>

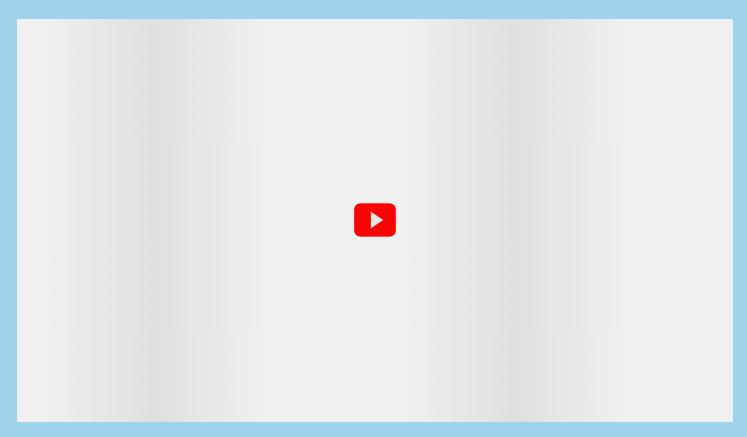
Design & Build | Playground Equipment | Shade & Shelter | Site Amenities | Rubber & Sports Surfacing

Philosophy

- Cultivate Community
- Educate

- Enrich Lives
- Play. Relax. Live.







Solution Overview

Our review of the information communicated has allowed our team to develop a plan to recommend and if accepted, complete. If you believe we've missed anything that we should have included in our proposal. Please contact your Playologist Representative before signing to make the necessary adjustments.

Compliance & Insurance

We take Compliance & Insurance very seriously; Contact your Playolist Representative or our Accounting Department for our full list of Compliance, Certifications, and Insurance.



California Contractors State License Board

CSLB: 1034836 | **Exp.** 01/31/24

- A | General Engineering
- B | General Contractor
- C-08 | Concrete
- C-61 | D-34 | Prefabricated Equipment
- C-61 | D-12 | Synthetic Products

General Liability Insurance

Liability insurance with Markel (Evanston) Insurance

Company

Policy Number: MKLV5PBC005270

Amount: \$2,000,000

Effective Date: 11/23/2022 Expiration Date: 11/23/2023

Our Address

Let's Play Rec

19360 Rinaldi Street - Suite 150

Los Angeles, CA 91326

213-279-2455 | Info@wwuteam.com

Department of Industrial Relations

Public Works Contractor: 1000054973 | **Exp.** 06/30/26

Workers Compensation Insurance

Workers compensation insurance with Benchmark

Insurance Company

Policy Number: CST5023643 Effective Date: 06/03/2023 Expiration Date: 06/03/2024





References

For over 35-years we've completed projects across the United States. Our projects ranged from small Preschools, Head Starts, and Church's to Major School Districts, Parks & Recreation, Municipalities and Military Child Development Centers. Please take a moment to view our partial list of References.

Inclusions (If we install)

- Work to be performed during normal business hours (0700-1600) M-F
- Mobilization: ONE Move In/Move Out (Non-Prevailing Wage \$2,200, Prevailing Wage \$3,500 EA additional)

Exclusions (If we install)

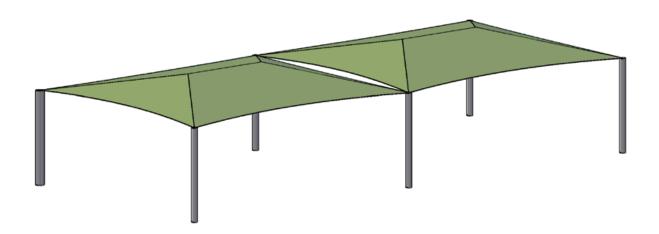
- Digging through Rocks 6"+ or hard Materials, Removal of Spoils
- Rough Grade =/- .10"
- Repair of Unmarked Underground Utilities
- Disposal of Packaging of Equip.
 Purchased by Others
- Hoisting Materials

- Irrigation Modifications and Planting
- Site Security, Security, Pedestrian
 & Traffic Control
- · Certified Payroll
- · Accessibility Limitations
- BMP's
- Any Information Not Provided at Time of Bid

- · Permits, Bonds, Endorsements
- Unloading, Storage, Transportation
- Playground Safety Audit
- Proposal Void if Project Subject to any Project Labor Agreements
- Poured-In-Place (Unless stated)
- Leveling of 1/4" below finish grade

Rectangle Hip Shade





Product Description

The Rectangle Hip shade structure is a great shading option for schools, parks, and churches. This versatile design can provide shade for anything — from whole playgrounds to picnic areas. We have over 100 standard-size options, with the option of creating custom sizes if needed. You can choose from many fabric color choices so you can create a look to match your facility.

Unit Quantity:	1
Unit Type:	HIP CANOPY
Structure Size:	60' x 30'
Bay Size	30' x 30'
Entry Height:	9'
No. of Posts:	6
No. of Fabric Tops:	2
Fabric Type:	Alnet
Fabric Color:	TBD
Steel Color:	TBD
Footing Type:	Endplate
Approx Footing:	30" dia x 7' deep
Confir	m DSA.



Scope of Work & Pricing

12 / 06 / 2023

California Montessori Project

Playologist: Taylor

Elk Grove, CA 95624

50% Manufacturers Deposit | 50% Upon Shipping

This proposal Expires in 30 days.

DSA Shade Structures (2) 30' x 30' x 9'	Price	QTY / Days	Subtotal
Hip Canopy Shade Structure (2)	\$41,236.00	1	\$41,236.00
Let's Play Rec Hip Canopy System Hip Canopy System:			
 Included: Freight, Rebar Cages, Threaded Rods. 			
 Estimated footings: 4-6' deep x 24-30" Dia 			

• Permitting | Owners Responsibility.

• Engineering - Fire | Provided by others or by separate line item on this proposal.

Canopy Type | Fabric Size | 30' x30' x 9'

Canvas Color | TBD

Post Powder Coat Color | TBD





Shipping | Commercial Freight

\$1,560.00

1

\$1,560.00

Items to be shipped directly from our manufacturer to you or to our facilities.

- Unloading of items are the client's responsibility.
 Unless prior arrangements have been made with our company.
- This is a shipping price quote at the time of this
 proposal was issued. Although we don't expect any
 major changes, freight quotes may change due to
 numerous reasons not limited too, when this
 proposal was signed and executed, fuel costs, time
 of year or holiday peak times.
- You agree that any changes in freight costs from the shipper shall be past along to you and paid by you within 15 days of receipt of our invoice.





Tax on Materials Only

Tax on Materials Line Item:

\$3,608.15

1

\$3,608.15

- Tax Line Item for materials purchased and tax collection on those materials.
- Tax is not collected on the installation / service portion of the project.

\$46,404.15

Subtotal

\$46,404.15

Non-Prevailing Wage

Lead Time | 8-10 weeks

Total

\$46,404.15

Agreed and accepted by:

Let's Play Rec, by Wyatt W. Underwood & Associates, LLC Scope of Work, Terms of Customer Contract and Agreement are accepted. Owner agrees to the scope of work, terms of customer contract and agreement on the back of this contract. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written work orders and will become an extra charge over and above this proposal. All agreements are contingent upon any strikes, accidents or delays beyond our control. If this debt goes to collection owner is responsible for all collection fees, court costs and attorney fees.



Let's Play Rec		California Montes	California Montessori Project	
Sign	 Date	 Sign	 Date	
Estimating Team		Brett Bartley		



TERMS OF CUSTOMER CONTRACT AND AGREEMENT

- 1. All work will be performed under the supervision of a qualified licensed contractor, Wyatt W. Underwood & Associates, LLC dba Let's Play Rec (hereinafter WWUA) under California State Contractors License number(s) #1034836. All projects will be completed in a timely and professional manner.
- 2. All required insurance policies in accordance with the laws of the State of California are kept current by WWUA. Should additional insurance requirements later be discovered to be required, then we will invoice accordingly and you agree to pay within net 10 days.
- 3. All materials supplied by this agreement are subject to manufacturer's warranties submitted to owner upon completion of project. Warranty begins at job completion, is dependent upon the owner registering the warranty with the manufacturer within 10 days of completion and WWUA is paid 100% of all invoices.
- 3a. Material Surcharge: Material pricing may continue to increase at the time of order or during the order process. We may be forced to pass along additional costs to you. You agree that you shall indemnify our company for any unforeseen surcharges within 10-days.
- 4. Labor is guaranteed by WWUA for one year from the project completion date. Should prevailing wage requirements later be discovered to be required, then we will invoice accordingly, plus any interest and penalties imposed by the required agency; you agree to pay within net 10 days. Motor vehicles on artificial grass or any other condition which will expose the artificial grass to temperatures exceeding 140 degrees Fahrenheit including damage from sun magnification or reflection from the sun will void warranty. It is the owner's responsibility to inform the contractor of any conditions which may adversely affect the installation and warranty of this product. Contractor is not responsible for damage to frozen concrete and cannot guarantee dye colors on artificial turf, rubber materials, curbing work or other materials installed by WWUA.
- 4a. Materials for Rubber Playground Surfacing: ALL COLORS WILL FADE. While a normal amount of color fading can be expected on all colors, especially in outdoor use, accelerated color changes can occur on "special" colors, including but not limited to eggshell, purple, gray, green & blue. In addition, all colors may "Amber". Ambering is a temporary discoloration of the rubber that may occur immediately after installation. It is caused by a chemical reaction that is created when the polyurethane binder comes in contact with the UV rays. The ambering is only on the top "skin" of the Color Layer & has no effect on the quality & integrity of your surface. It is most evident in warmer climate projects, but will fade with normal rainfall. This process can take weeks or even months.

 NOTE: Surface temperature will vary with the ambient temperature. Child care guidelines suggest that children should refrain from heat exposure. CPSC Guidelines suggest that a playground should be in a shaded location and that the customer is responsible for providing warnings that equipment and surfacing exposed to intense sun can burn. We assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. We also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw/heat events.
- 5. If a shipping price quote at the time of this proposal was issued; we don't expect any major changes. However, freight quotes may change due to numerous reasons not limited too, when this proposal was signed and executed, fuel costs, time of year or holiday peak times. You agree that any changes in freight costs from the shipper shall be past along to you and paid by you within 15 days of receipt of our invoice. Shipping times may take 4 to 16-weeks or more depending on economic conditions at time of order.

 5a. A restocking fee will be charged to the owner if order is cancelled. This fee will be a minimum of \$850.00 (Five hundred), plus 35% of the original contracted (product) price. If product has shipped; a shipment to and fro (Two deliveries) back to the manufacturer, plus any shipper handling fees will be charged. Certain manufacturers your order may have been placed with may charge much greater fees than listed here; these fees shall be passed along to the owner. There are NO returns on custom orders. The remainder of the deposit will be returned within 30 days.
- 6. WWUA is not responsible for damage to sprinkler systems under any circumstances.
- 7. Access to Work: Owner shall grant free access to work areas for WWUA workmen and vehicles and shall allow areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal working hours. WWUA workmen shall not be expected to keep gates closed for animals or children. WWUA shall not be held responsible for damage to driveways, walks, lawns, shrubs or other vegetation, by movement of trucks, men, equipment, materials, debris, etc.
- 8. Additional Facilities-O.S.H.A. Requirements Water, sewer, gas and electric utilities from the serving agency in the point of entry at owner's property line, or to the metering device where such devices are required, are the responsibility of the Owner unless otherwise



specified. In compliance with Federal and State Law, Owner agrees to make drinking water and toilet facilities available to all workmen or compensate WWUA for the cost of rented units. Owner agrees to provide electricity and outside water at the job site as may be required by WWUA to affect the work herein. Owner agrees to a release of all photos of work that WWUA performed at their real property site to WWUA and to allow WWUA to use any photos of the work performed by WWUA on the Owners real property in any of WWUA advertising and/or marketing.

- 9. It is agreed by owner that if corrective or repair work of minor nature remains to be accomplished by WWUA after the project is substantially completed, WWUA shall perform the work expeditiously and Owner shall not withhold any payment pending completion of such work. Further, owner agrees that any check provided as payment to WWUA will be subject to \$70.00 fee if returned by owner's financial institution as unpaid for any reason. Owner is responsible for obtaining any financing deemed necessary. Owner represents that there is sufficient financing to comply with this agreement. In the event of default by Owner of any provision of this contract, Owner agrees to pay all collection costs, interest from date of default and reasonable attorney's fees.
- 10. Any additional work not included in the original contract must be negotiated, priced and then agreed upon in writing prior to the beginning of the installation. Verbal understandings and agreements with representatives shall not be binding. All understandings and agreements must be set forth in this document.
- 11. This estimate is based upon the inspection of the sales representative and does not cover additional costs which may be required at the time of installation due to a situation that may not have been evident at the time of the estimate. If such a problem should occur, owner shall be notified of the reason for any additional costs. If the cost should exceed more than 10% of the original contracted price a new contract shall be made.
- 12. All prices quoted for products and installation are good for thirty (30) days from date of estimate unless otherwise indicated above.
- 13. Owner is hereby notified that WWUA has supplied materials or performed work or services for the improvement of real property with address of the real property identified on page one of this agreement, and the Owner is notified and understands that WWUA may in a future date claim a lien as provided by law against this real property if WWUA (Contractor) is not paid.
- 14. Owner understands that they have the right to cancel this order within three (3) days of signing the agreement.
- 15. Arbitration of Disputes: Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association IN EFFECT AT THE TIME OF THIS AGREEMENT, and judgment upon the award rendered by the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims within the monetary limit of the small claims court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the small claims court. Any claim filed in small claims court shall not be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the small claims court is filed in the municipal or superior court, then the party filing in small claims court may demand arbitration pursuant to this paragraph. Notice: by initialing in the space below you are agreeing to have any dispute arising out of the matters included in the 'Arbitration of disputes' provision decided by neutral arbitration as provided by CALIFORNIA law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the SPACE, the below you are giving up judicial rights to discovery and appeal, unless those rights are specifically included in the 'Arbitration of disputes' provision. If you refuse to submit to arbitration after agreeing to this provision you may be compelled to arbitrate under other applicable laws. Your agreement to this arbitration provision is voluntary. We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the 'arbitration of disputes' provision to neutral arbitration.

Agree to arbitration	(owner's initials)
Agree to arbitration	(WWUA Initials)



I have read and agree to the above terms	and conditions
stated above:	
Owner Sign	Date