

**AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF SALINAS AND MIRACLE PLAYSYSTEMS, INC**

**PLAYGROUND REPAIRS**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 2022, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Miracle Playsystems, Inc., a California Stock Corporation (Hereinafter “Contractor”).

**IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Playground equipment and labor to repair designated playgrounds. The scope of work is further discussed in Attachment B.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence \_\_\_\_ day of \_\_\_\_\_, 2022 and shall be completed by \_\_\_\_ day of \_\_\_\_\_, 2023, unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, One Hundred Sixty-Five Thousand One Hundred Twenty-Eight And Nine Hundredths Dollars (\$165,128.09), as more fully described in Attachment B. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and

indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising

out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

**CITY OF SALINAS**

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Steve Carrigan  
City Manager

APPROVED AS TO FORM:

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Christopher A. Callihan, City Attorney, or  
Rhonda Combs, Assistant City Attorney

**CONTRACTOR**

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By (Printed Name): \_\_\_\_\_

Its (Title): \_\_\_\_\_

## Attachment A

### **Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

#### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf

of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

#### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

#### ***Verification of Coverage***

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

#### ***Maintenance of Insurance***

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Job Number:** 22-0636  
**Job:** Claremont Manor Park  
**Quote Name:** Quote-22-0636-Claremont Manor Park  
**Quote Number:** Q-03249

**Prepared by:**  
JeanTyan  
jean@miracleplaygroup.com



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

**Sub Total:** \$5,949.00  
**Freight:** \$318.00  
**Estimated Tax:** \$185.43  
**Total:** \$6,452.43

Miracle \*\*\* ADD FREIGHT & LAST P/N

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	987145BR - Miracle Step; KC Transfer Point; Bottom; Color = BR	2	\$224.00	\$448.00	\$41.44
MREC PARTS	HW982682-1 - Miracle Hardware Package 718-965 L1/1 (Transfer Point)	1	\$35.00	\$35.00	\$3.25
MREC PARTS	HW988056-1 - Miracle Hardware Package 714-965-9 L1/1	1	\$18.00	\$18.00	\$1.67
MREC PARTS	996720TYW - Miracle Handrail 714-959-59; Color = TYW	1	\$190.00	\$190.00	\$17.58
MREC PARTS	713248 - Miracle Parts Carton Stairs	1	\$151.00	\$151.00	\$13.98
MREC PARTS	996793TYW - Miracle Handrail 714-993-59; Color = TYW	2	\$191.00	\$382.00	\$35.34
MREC PARTS	713248 - Miracle Parts Carton Stairs	1	\$151.00	\$151.00	\$13.98
MREC PARTS	713213TYW - Miracle Enclosure Assembly - Transfer Point; Color = TYW	1	\$565.00	\$565.00	\$52.27
MREC PARTS	713009 - Miracle Parts Carton Panels	1	\$64.00	\$64.00	\$5.92

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

**Job Number:** 22-0612  
**Job:** Claremont Manor Park  
**Quote Name:** Quote - 22-0612-ClaremontManorPark\_001  
**Quote Number:** Q-03263



**Prepared by:**  
 JeanTyan  
 jean@miracleplaygroup.com

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

**Sub Total:** \$60,546.24  
**Freight:** \$4,166.00  
**Estimated Tax:** \$3,408.27  
**Total:** \$68,120.51

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	Provide Miracle Recreation Playground Equipment to Replace the Existing Lokville System per Plan View 22_0612_001; Discount is Applied per Terms and Conditions of Sourcewell Contract #010521-LTS	1	\$42,352.00	\$36,846.24	\$3,408.27

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B09	Demolish and Dispose of Existing Lokville Structure	1	\$4,290.00	\$4,290.00	\$0.00
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Playground Equipment per Plan View 2_0612_001 to Specification	1	\$18,330.00	\$18,330.00	\$0.00

**Sub Total:** \$60,546.24  
**Total Freight:** \$4,166.00

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



Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components (Listed Above) to Specification	1	\$2,865.00	\$2,865.00	\$0.00

**Sub Total:** \$5,949.00  
**Total Freight:** \$318.00  
**Total Estimated Tax:** \$185.43  
**Grand Total:** \$6,452.43

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

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

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

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

**Please confirm or edit order information below.**

<p><b>End User Company:</b> City of Salinas</p> <p><b>End User Contact:</b></p> <p><b>End User Email:</b></p> <p><b>Delivery Contact:</b></p> <p><b>Delivery Email:</b></p> <p><b>Delivery Phone:</b></p> <p><b>Delivery Address:</b></p> <p><b>Site Address:</b> 1220 San Fernando Dr Salinas</p>	<p><b>Bill To Email:</b></p> <p><b>Bill To:</b> City of Salinas, 320 Lincoln Avenue, Salinas, CA, 93901-2639</p> <p><b>Customer Reference #:</b></p>
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**Job Number:** 22-0640  
**Job:** Clay St Park  
**Quote Name:** Quote-22-0640-Clay St Park  
**Quote Number:** Q-03240



**Prepared by:**  
 JeanTyan  
 jean@miracleplaygroup.com

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

**Sub Total:** \$5,347.00  
**Freight:** \$318.00  
**Estimated Tax:** \$129.71  
**Total:** \$5,794.71

## Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	985771LVD - Miracle Exit Section 30" Diameter Tube With Inserts; Rockite = LVD	1	\$1,245.00	\$1,245.00	\$115.17
MREC PARTS	978942TEL - Miracle Front Leg - Tube Slides; Color = TEL	1	\$142.00	\$142.00	\$13.14
MREC PARTS	HW985246-1 - Miracle Hardware Package 714-739-5 M1/1	1	\$15.00	\$15.00	\$1.40

## Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

**Sub Total:** \$5,347.00  
**Total Freight:** \$318.00  
**Total Estimated Tax:** \$129.71

**Job Number:** 22-0841  
**Job:** El Dorado Park  
**Quote Name:** Quote-22-0841-ElDoradoPark\_001  
**Quote Number:** Q-03501



**Prepared by:**  
 JeanTyan  
 jean@miracleplaygroup.com

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

**Sub Total:** \$14,039.00  
**Freight:** \$1,130.00  
**Estimated Tax:** \$881.00  
**Total:** \$16,050.00

## Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	714-965-59C - Miracle Transfer Point Complete; Single Step, Closed Handrails; Colors: PVC = BR; Post/Clamp = GRN; Accents = ORN	1	\$6,251.00	\$6,251.00	\$578.23
MREC PARTS	984407BR - Miracle Deck; KC; 1/2 Hexagon, 5-Post; FPS; Color = BR	1	\$1,445.00	\$1,445.00	\$133.67
MREC PARTS	713268 - Miracle Pats Carton - 714-504 (1/2 Hexagon Deck)	1	\$74.00	\$74.00	\$6.85
MREC PARTS	988037BR - Miracle Stair ATA; 18" Rise X 54" (Extended); MTII FG; Color = BR	2	\$805.00	\$1,610.00	\$148.93
MREC PARTS	713248 - Miracle Parts Carton; Stairs	2	\$72.00	\$144.00	\$13.32

## Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00

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

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B15	Installation of New Components Listed Above; Includes Demolition and Disposal of Components to be Replaced	1	\$3,435.00	\$3,435.00	\$0.00

**Sub Total:** \$14,039.00  
**Total Freight:** \$1,130.00  
**Total Estimated Tax:** \$881.00  
**Grand Total:** \$16,050.00

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

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

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

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

**Please confirm or edit order information below.**

<p><b>End User Company:</b> City of Salinas</p> <p><b>End User Contact:</b></p> <p><b>End User Email:</b></p> <p><b>Delivery Contact:</b></p> <p><b>Delivery Email:</b></p> <p><b>Delivery Phone:</b></p> <p><b>Delivery Address:</b></p> <p><b>Site Address:</b> 1655 El Dorado Dr Salinas</p>	<p><b>Bill To Email:</b></p> <p><b>Bill To:</b> City of Salinas, 320 Lincoln Avenue, Salinas, CA, 93901-2639</p> <p><b>Customer Reference #:</b></p>
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**Job Number:** 22-0639  
**Job:** Laurel Heights Park  
**Quote Name:** Quote-22-0639-Laurel Heights Park  
**Quote Number:** Q-03261



**Prepared by:**  
 JeanTyan  
 jean@miracleplaygroup.com

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

**Sub Total:** \$6,922.00  
**Freight:** \$392.00  
**Estimated Tax:** \$275.40  
**Total:** \$7,589.40

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	987145HG - Miracle Step, KC; transfer Point Bottom; FPS; Color = HG	1	\$224.00	\$224.00	\$20.72
MREC PARTS	987153HG - Miracle Deck, Transfer Point Assembly; Color = HG	1	\$891.00	\$891.00	\$82.43
MREC PARTS	987179HG - Miracle Stair; 43-1/2" Rise; ATA FPS; Color = HG	1	\$1,793.00	\$1,793.00	\$165.86
MREC PARTS	988056 - Miracle Parts Carton KC Transfer Point; FPS	1	\$69.00	\$69.00	\$6.39

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

**Job Number:** 22-0645  
**Job:** Laurel Park  
**Quote Name:** Quote-22-0645-Laurel Park  
**Quote Number:** Q-03243



**Prepared by:**  
 JeanTyan  
 jean@miracleplaygroup.com

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

**Sub Total:** \$7,203.40  
**Freight:** \$492.00  
**Estimated Tax:** \$301.44  
**Total:** \$7,996.84

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	982972YLW - Miracle Enclosure Assembly; Transfer Point; Color = YLW	2	\$259.00	\$518.00	\$47.92
MREC PARTS	HW991031-1- Miracle Hardware Package (Wall Enclosure) 718-816 S1/1	2	\$6.12	\$12.24	\$1.12
MREC PARTS	986365BL - Miracle Cargo Net With Rungs; 4' Deck; PVC = BL	1	\$660.00	\$660.00	\$61.05
MREC PARTS	HW982561-1 - Miracle Hardware Package Cargo Climber 718-995 S1/1	1	\$8.16	\$8.16	\$0.75
MREC PARTS	984351BL - Miracle Deck, KC Square; FPS; PVC = BL	1	\$894.00	\$894.00	\$82.70
MREC PARTS	713266 - Miracle Parts Carton Square Deck 714-502	1	\$63.00	\$63.00	\$5.84
MREC PARTS	987145BL - Miracle Step; KC Transfer Point Bottom; FPS; PVC = BL	1	\$224.00	\$224.00	\$20.72
MREC PARTS	713266 - Miracle Parts Carton Square Deck; 714-502	1	\$63.00	\$63.00	\$5.84

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	988037BL - Miracle Stair, ATA; 18" Rise; MTII FG; PVC = BL	1	\$805.00	\$805.00	\$74.47
MREC PARTS	HW912380-1 - Miracle Hardware Package; Clamp/Bit (2) S1/1	1	\$11.00	\$11.00	\$1.03

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

**Sub Total:** \$7,203.40  
**Total Freight:** \$492.00  
**Total Estimated Tax:** \$301.44  
**Grand Total:** \$7,996.84

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

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

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

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

**Please confirm or edit order information below.**

<b>End User Company:</b> City of Salinas <b>End User Contact:</b> <b>End User Email:</b>  <b>Delivery Contact:</b> <b>Delivery Email:</b>	<b>Bill To Email:</b>  <b>Bill To:</b> City of Salinas, , ,
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**Job Number:** 22-0641  
**Job:** Laurelwood Park  
**Quote Name:** Quote-22-0641-Laurelwood Park  
**Quote Number:** Q-03250



**Prepared by:**  
JeanTyan  
jean@miracleplaygroup.com

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

**Sub Total:** \$9,002.10  
**Freight:** \$667.00  
**Estimated Tax:** \$467.88  
**Total:** \$10,136.98

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	982553TYW - Miracle - Anchor - Cargo Net with Rungs; Color = TYW	1	\$163.00	\$163.00	\$15.09
MREC PARTS	983100 - Miracle Parts Carton 714-995 (Cargo Climber)	1	\$67.00	\$67.00	\$6.21
MREC PARTS	984353HG - Miracle Deck; KC 1/2 Hexagon; Color = HG	1	\$1,432.00	\$1,432.00	\$132.46
MREC PARTS	713267 - Miracle Part Carton 714-503-9	1	\$69.00	\$69.00	\$6.39
MREC PARTS	995771 - Miracle Post Weldment, X-Cavator	1	\$122.00	\$122.00	\$11.29
MREC PARTS	978942TYW - Miracle Front Leg - Tube Slides	1	\$142.00	\$142.00	\$13.14
MREC PARTS	HW912298-1 - Miracle Hardware Package; KC; BR SKT S1/1	1	\$5.10	\$5.10	\$0.48
MREC PARTS	988056 - Miracle Parts Carton, KC Transfer Point FPS	1	\$69.00	\$69.00	\$6.39
MREC PARTS	984353HG - Miracle Deck; KC, 1/2 Hexagon FPS; Color = HG	1	\$1,432.00	\$1,432.00	\$132.46
MREC PARTS	713267 - Miracle Parts Carton 714-503-9	1	\$69.00	\$69.00	\$6.39

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



Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	987145HG - Miracle Step, KC; Transfer Point Bottom FPS; Color = HG	1	\$224.00	\$224.00	\$20.72
MREC PARTS	988139HG - Miracle TC Transfer Point Deck; FPS; Color = HG	1	\$545.00	\$545.00	\$50.42
MREC PARTS	988142HG - TC Transfer Point Top Step; FPS (22-7/8" Rise); Color = HG	1	\$683.00	\$683.00	\$63.19
MREC PARTS	HW982682-1 - Miracle Hardware Package 718-965 L1/1	1	\$35.00	\$35.00	\$3.25

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

**Sub Total:** \$9,002.10  
**Total Freight:** \$667.00  
**Total Estimated Tax:** \$467.88  
**Grand Total:** \$10,136.98

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

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

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

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

**Please confirm or edit order information below.**

**Job Number:** 22-1059  
**Job:** Mission Park, - Replacement Parts  
**Quote Name:** Quote-22-1059-Mission Park, - Replacement Parts  
**Quote Number:** Q-03758



**Prepared by:**  
 JeanTyan  
 jean@miracleplaygroup.com

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

**Sub Total:** \$4,298.00  
**Freight:** \$667.00  
**Estimated Tax:** \$397.57  
**Total:** \$5,362.57

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
Miracle Parts	Miracle Equipment Per 22-1059_Mission Park-Replacement Part_001. Colors: Accent: White, Clamp: Teal, Swing Leg: Teal, Swing Top Rail: Teal, Swing Yoke: White, Swing Seats Belt & Tot: Sand.	1	\$4,298.00	\$4,298.00	\$397.57

**Sub Total:** \$4,298.00  
**Total Freight:** \$667.00  
**Total Estimated Tax:** \$397.57  
**Grand Total:** \$5,362.57

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

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

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

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

**Job Number:** 22-0638  
**Job:** Northgate Tot Lot  
**Quote Name:** Quote-22-0638-Northgate Tot Lot  
**Quote Number:** Q-03241



**Prepared by:**  
 JeanTyan  
 jean@miracleplaygroup.com

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

**Sub Total:** \$11,001.00  
**Freight:** \$1,133.00  
**Estimated Tax:** \$1,017.63  
**Total:** \$13,151.63

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
MREC PARTS	984353P - DECK KC ½ HEX	4	\$1,432.00	\$5,728.00	\$529.84
MREC PARTS	713267 - PARTS CARTON	4	\$69.00	\$276.00	\$25.53
MREC PARTS	987145P - STEP	1	\$224.00	\$224.00	\$20.72
MREC PARTS	987153P- DECK TRANSER POINT ASSY	1	\$891.00	\$891.00	\$82.43
MREC PARTS	988056 - PARTS CARTON	1	\$84.00	\$84.00	\$7.77
MREC PARTS	985208P - STRAIGHT 30" TUBE SLIDE ASSY 5' DECK	1	\$3,783.00	\$3,783.00	\$349.94
MREC PARTS	HW985246-1 - HRDW PKG	1	\$15.00	\$15.00	\$1.40

**Sub Total:** \$11,001.00  
**Total Freight:** \$1,133.00  
**Total Estimated Tax:** \$1,017.63  
**Grand Total:** \$13,151.63

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

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

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

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

**Job Number:** 22-0643  
**Job:** Santa Rita Park  
**Quote Name:** Quote-22-0643-Santa Rita Park  
**Quote Number:** Q-03238

**Prepared by:**  
JeanTyan  
jean@miracleplaygroup.com



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

**Sub Total:** \$11,628.12  
**Freight:** \$812.00  
**Estimated Tax:** \$611.97  
**Total:** \$13,052.09

## Miracle 2-5 Structure

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	988146HG - Miracle TC 1/2 Hexagon Deck FPS; Color = HG	1	\$1,325.00	\$1,325.00	\$122.57
MREC PARTS	982074 - Miracle Parts Carton (Half Hexagon Deck 718-503)	1	\$73.00	\$73.00	\$6.76
MREC PARTS	982972SND - Miracle Enclosure Assembly, Transfer Point; Color = SND	1	\$259.00	\$259.00	\$23.97
MREC PARTS	HW991031-1 - Miracle Hardware Package; Wall Enclosure 718-816 S1/1	1	\$6.12	\$6.12	\$0.57
MREC PARTS	988162HG - Miracle TC 3 Step ATA; FPS; Color = HG	1	\$886.00	\$886.00	\$81.96
MREC PARTS	HW982279-1 - Miracle Hardware Package Stairs 1' Rise 718-810	1	\$24.00	\$24.00	\$2.22
MREC PARTS	987195HG - Miracle Stair; 5' Deck; Typhoon Slide; ADA; Color = HG	1	\$597.00	\$597.00	\$55.23
MREC PARTS	989361SND - Miracle Step Enclosure; Right Hand; 714-748-59; Color = SND	1	\$484.00	\$484.00	\$44.77

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

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	989362SND - Miracle Step Enclosure; Left Hand; 714-748-59; Color = SND	1	\$486.00	\$486.00	\$44.96
MREC PARTS	HW985505-1 - Miracle Hardware Package; 718-749-5 L1/2	1	\$24.00	\$24.00	\$2.22

## Miracle 5-12 Structure

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	988146P - Miracle TC - 1/2 Hexagon Deck; FPS; Color = HG	1	\$1,325.00	\$1,325.00	\$122.57
MREC PARTS	982074 - Miracle Parts Carton 718-503 (Half Hexagon Deck)	1	\$73.00	\$73.00	\$6.76
MREC PARTS	987148HG - Miracle Stair; 21-3/4" Rise; ATA FPS; Color = HG	1	\$617.00	\$617.00	\$57.08
MREC PARTS	983000SND - Miracle Transfer Point Handrail Assembly; Painted; Color = SND	1	\$352.00	\$352.00	\$32.56
MREC PARTS	988056TYW - Miracle Parts Carton KC; Transfer Point FPS; Color = TYW	1	\$84.00	\$84.00	\$7.77

## Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$3,933.00	\$3,933.00	\$0.00

**Sub Total:** \$11,628.12  
**Total Freight:** \$812.00  
**Total Estimated Tax:** \$611.97  
**Grand Total:** \$13,052.09

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

**Job Number:** 22-0646  
**Job:** Soto Square Park  
**Quote Name:** Quote-22-0646-Soto Square Park  
**Quote Number:** Q-03234

**Prepared by:**  
JeanTyan  
jean@miracleplaygroup.com



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

**Sub Total:** \$4,657.00  
**Freight:** \$318.00  
**Estimated Tax:** \$121.37  
**Total:** \$5,096.37

## Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	713213SND - Miracle Enclosure Assembly Transfer Point; Color = SND	1	\$386.00	\$386.00	\$35.71
MREC PARTS	713009 - Miracle Parts Carton Panels	1	\$64.00	\$64.00	\$5.92
MREC PARTS	987141HG - Miracle Stair; 24" Rise ATA; Accessible FPS; Color = HG	1	\$826.00	\$826.00	\$76.41
MREC PARTS	713248 - Miracle Parts Carton Stairs	1	\$36.00	\$36.00	\$3.33

## Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$480.00	\$480.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

**Sub Total:** \$4,657.00  
**Total Freight:** \$318.00

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

**Job Number:** 22-0637  
**Job:** Woodside Park  
**Quote Name:** Quote-22-0637-Woodside Park  
**Quote Number:** Q-03226



**Prepared by:**  
 JeanTyan  
 jean@miracleplaygroup.com

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

**Sub Total:** \$5,832.00  
**Freight:** \$318.00  
**Estimated Tax:** \$174.56  
**Total:** \$6,324.56

## Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	987145HG - Miracle Step, KC Transfer Point Bottom; FPS; Color = HG	1	\$224.00	\$224.00	\$20.72
MREC PARTS	987148HG - Miracle Stair; 21-3/4" Rise, ATA FPS; Color = HG	1	\$617.00	\$617.00	\$57.08
MREC PARTS	983006BRG - Miracle Handrail; ATA for Transfer Point Stairs 3' Rise; Painted - Color = BRG	2	\$454.00	\$908.00	\$83.99
MREC PARTS	988056 - Miracle Parts Carton, KC Transfer Point FPS	2	\$69.00	\$138.00	\$12.77

## Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Parts for Transfer Point; Includes Demolition and Disposal of Parts to be Replaced	1	\$2,865.00	\$2,865.00	\$0.00

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

**PAYMENT BOND  
(LABOR AND MATERIAL BOND)**

*(To be completed and submitted after project award)*

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Salinas, Monterey County, State of California, by Resolution No. \_\_\_\_\_ (N.C.S.) passed \_\_\_\_\_, 20\_\_\_\_, has been awarded to \_\_\_\_\_ hereinafter designated as "Principal," a Contract for

**Playground Repairs**

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, provided that if said Principal or any of his/her or its Subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance for the work Contracted to be done for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extend hereinafter set forth;

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract:

Now, therefore, We, the Principal and \_\_\_\_\_ as Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States, being not less than **100%** of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, or any of his/her heirs, executors, administrators, successors, or assigns shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies, or other supplies, teams, appliances, or power used in, upon, for, or about the performance of the work contracted to be executed or performed, or any person, company, or corporation renting or hiring teams, implements, or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall have complied with the Provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code so as to give a right to action to them or their assigns in any suit brought upon this bond.



And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, to the work to be performed thereunder, or the Specifications accompanying the same shall in anyway affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bond parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative; pursuant to authority of its governing body.

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

Address: \_\_\_\_\_

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

By: \_\_\_\_\_  
*(Signature in blue ink)*

By: \_\_\_\_\_  
*(Signature in blue ink)*

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

Address: \_\_\_\_\_

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

By: \_\_\_\_\_  
*(Signature in blue ink)*

By: \_\_\_\_\_  
*(Signature in blue ink)*

## BOND OF FAITHFUL PERFORMANCE

### Playground Repairs

WHEREAS, said Principal is required under the terms of said Contract/Project to furnish a Bond for the faithful performance of said Contract/Project;

Now, therefore, We, the Principal and \_\_\_\_\_ as Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, lawful money of the United States, being not less than **100%** of the estimated Contract/Project cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract/Project and any alterations made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Salinas, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract/Project the above obligation in the amount of not less than **10%** of the estimated Contract/Project cost, shall hold good for a period of **1 year** after the completion acceptance of the said work, during which time if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full complete and satisfactory repair and replacements or totally protect the said City of Salinas from loss or damage made evident during said period of **1 year** from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the amount of not less than **10%** of the total bid Proposal cost shall remain in full force and virtue, otherwise the above obligation shall be void. However, nothing in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

For any moneys earned by the Principal and withheld by the City of Salinas to ensure the performance of the Contract/Project, the Principal may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided within the Provisions Section 22300 of the Public Contracts Code of the State of California.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration and addition to the terms of the Contract/Project or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to the work or to the Specifications.

IN WITNESS WHEREOF the above bond parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative; pursuant to authority of its governing body.

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

Address: \_\_\_\_\_

\_\_\_\_\_

(Attach Notary Acknowledgment)

By: \_\_\_\_\_

*(Signature in blue ink)*

By: \_\_\_\_\_

*(Signature in blue ink)*

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

Address: \_\_\_\_\_

\_\_\_\_\_

(Attach Notary Acknowledgment)

By: \_\_\_\_\_

*(Signature in blue ink)*

By: \_\_\_\_\_

*(Signature in blue ink)*