

**PLAYGROUND EQUIPMENT PURCHASE AND INSTALLATION AGREEMENT BETWEEN
CITY OF TEMECULA AND MIRACLE RECREATION EQUIPMENT COMPANY**

RIVERTON PARK PLAYGROUND EQUIPMENT & SAFETY SURFACING REPLACEMENT

THIS AGREEMENT is made and effective as of **March 12, 2019**, between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Miracle Recreation Equipment Company, a Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **March 12, 2019**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **September 30, 2019**, unless sooner terminated pursuant to the provisions of this Agreement.

2. PURCHASE, SALE AND INSTALLATION OF EQUIPMENT

On and subject to the terms and conditions set forth in this Agreement, Contractor agrees to design, manufacture, sell and install for the City certain playground equipment at specified locations within the City as more particularly described in Exhibit A, Description of Equipment and Scope of Work (hereafter the "Work") pursuant to the terms of this Agreement. That portion of the Work consisting of the personal property being purchased by the City shall be referred to as the "Equipment." That portion of the Work consisting of the installation of the Equipment shall be referred to as the "Installation." Contractor shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed by the City.

3. PURCHASE / INSTALLATION PRICE

a. The City agrees to pay Contractor the sum of **Four Hundred Forty-Eight Thousand, Five Hundred Thirty-Six Dollars and Twenty-Four Cents (\$448,536.24)** for the Work, including the Equipment and the Installation. The Purchase Price is final and shall be paid by City to Contractor in accordance with Exhibit B, Payment Schedule. Contractor shall invoice the City for the City for work completed under the Scope of Work, Exhibit B.

4. PREVAILING WAGES

a. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the

stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

b. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

5. REPRESENTATIONS AND WARRANTIES OF VENDOR

Contractor makes the following representations and warranties to City:

a. Authority and Consents. Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Contractor's execution, delivery, installation and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, installation and performance of the Work required by this Agreement by Contractor have been duly authorized by all necessary action on the part of Contractor and constitute the legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with their respective terms.

b. Title and Operating Condition. Contractor has good and marketable title to all of the Equipment manufactured and installed. The Equipment will be free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute unqualified title to all of the Equipment free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Equipment will be in good operating condition, are free of any defects, and are in conformity with the specifications, descriptions, representations and warranties set forth in the Agreement Documents. Contractor is aware the City is purchasing the Equipment for use as **playground equipment and safety surfacing replacement and shall comply with current state and federal regulations** and that City is relying on Contractor's warranties that the Equipment is fit for this purpose and the ordinary purposes for which the Equipment is normally used.

c. Full Disclosure. None of the representations and warranties made by Contractor in this Agreement contains or will contain any untrue statement of a material fact, or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not-misleading.

6. PERFORMANCE

Contractor shall at all time faithfully, competently and to the best of its ability, experience, and talent perform all tasks and the Work described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

7. INSPECTION OF CITY EQUIPMENT; REJECTION; NO REPLACEMENT OR CURE

a. All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of the City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance.

b. City shall inspect the Equipment at the time and place of delivery. Such inspections may include reasonable tests and use of the Equipment by City. If, in the determination of City, the Equipment fails to conform to the Agreement IN ANY MANNER OR RESPECT, City shall so notify Contractor within ten (10) days of inspection. Failing such notice, the Equipment shall be deemed accepted by City as of the date of receipt.

c. In the event of such notice of non-conformity by City pursuant to the section entitled "City Approval" City may, at its option, (1) reject the whole of the Equipment and Installation, (2) accept the whole of the Equipment and Installation, or (3) accept any commercial unit or units of the Equipment and reject the remainder or the Installation. The exercise of any of the above options shall be "without prejudice" and with full reservation of any rights and remedies of City attendant upon a breach. In the event of such notice and election by City, City agrees to comply with all reasonable instructions of Contractor and, in the event that expenses are incurred by City in following such instructions, Contractor shall indemnify City in full for such expenses.

d. This Agreement calls for strict compliance. Contractor expressly agrees that the Equipment tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Equipment or any part thereof pursuant to this Section, City may, but is not required to, accept any substitute performance from Contractor or engage in subsequent efforts to affect a cure of the original tender by Contractor.

8. TIME OF DELIVERY

The date and time of delivery of the Equipment shall be on or before **August 1, 2019**.

9. PLACE OF DELIVERY

The Equipment shall be delivered to this location:

**Riverton Park
30950 Riverton Lane
Temecula, CA 92591**

10. AGREEMENT DOCUMENTS

a. This Agreement includes the following Exhibits that are by this reference incorporated herein and made a part hereof:

- Exhibit A. Description of Equipment and Scope of Work; and
- Exhibit B. Payment Schedule.
- Exhibit C List of Subcontractors

b. In the event any term or condition of the Exhibits conflicts with or is contradictory to any term or condition of the Agreement, the terms and conditions of this Agreement are controlling.

11. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event the Contractor is in default for cause under the terms of this Agreement, the City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall service the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

c. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or the Work, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

d. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

12. INDEMNIFICATION

The Contractor agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon

them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

13. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement 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, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: One million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Five Hundred Thousand Dollars and No Cents (\$500,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Redevelopment Agency of the City of Temecula, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Redevelopment Agency of the City of Temecula, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Redevelopment Agency of the City of Temecula, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or Redevelopment Agency of the City of Temecula, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Redevelopment Agency of the City of Temecula, their officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-: VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. City Manager may approve modifications of the insurance requirements described in this Paragraph 15.

14. GENERAL

a. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution, delivery, installation and performance of this Agreement.

b. Legal Responsibilities. The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

c. Prohibited Interest. No officer, or employee of the City of Temecula shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee

of the City of Temecula has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

d. Independent Contractor. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

e. Assignment; Subcontractors. The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. All subcontractors to be used by the Contractor shall be listed in Exhibit C, List of Subcontractors, unless otherwise approved by the Director of Public Works.

f. Notices. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: **Miracle Recreation Equipment Company**
Attn: Kelly Spence
PO Box 204757
Dallas, TX 75320-4757

g. Governing Law. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined

by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

h. Contractor's Independent Investigation. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

i. Contractor's Affidavit. After the completion of the Work contemplated by this Contract, Contractor shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the Work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

j. Books and Records. Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.

k. Utility Location. City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

l. Regional Notification Centers. Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

m. Licenses. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services for the Work described in this Agreement.

n. Prohibited Interests. No officer or employee of the City of Temecula who participates in the development or approval of this Agreement or who administers it shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his or her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Temecula has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's subcontractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

o. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

p. Time of the Essence. Time is of the essence in this Agreement.

q. Authority to Execute This Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

Miracle Recreation Equipment Company

(For Corporations the signatures of the President and Secretary are required unless the corporation submits a duly authenticated corporate resolution authorizing only one person to sign the agreement on behalf of the corporation.)

By: _____

Michael S. Naggar, Mayor

By:  _____

Kevin Walker, Manager

ATTEST:

By: _____

Randi Johl, City Clerk

By:  _____

Brenda McClelland, Controller

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney

CONTRACTOR:

Miracle Recreation Equipment Company

Attn: Kelly Spence

PO Box 204757

Dallas, TX 75320-4757

PM Initials: 

Date: 2/27/19

EXHIBIT A

DESCRIPTION OF EQUIPMENT AND SCOPE OF WORK



Miracle Playground Sales

Riverton Park

SCOPE OF WORK

- DEMO OF EXISTING RUBBER AND SUB BASE (BOTH PLAY AREAS)
- LOWER PLAY AREA:
- INSTALLATION OF CUSTOM PLAY STRUCTURES/SWING
- INSTALLATION OF 2 FABRIC SHADES AND LUMBER CAMP BENCHES
- INSTALLATION OF FIBAR SURFACING
- UPPER PLAY AREA:
- INSTALLATION OF VOLLEYBALL EQUIPMENT

EXHIBIT A (cont.)

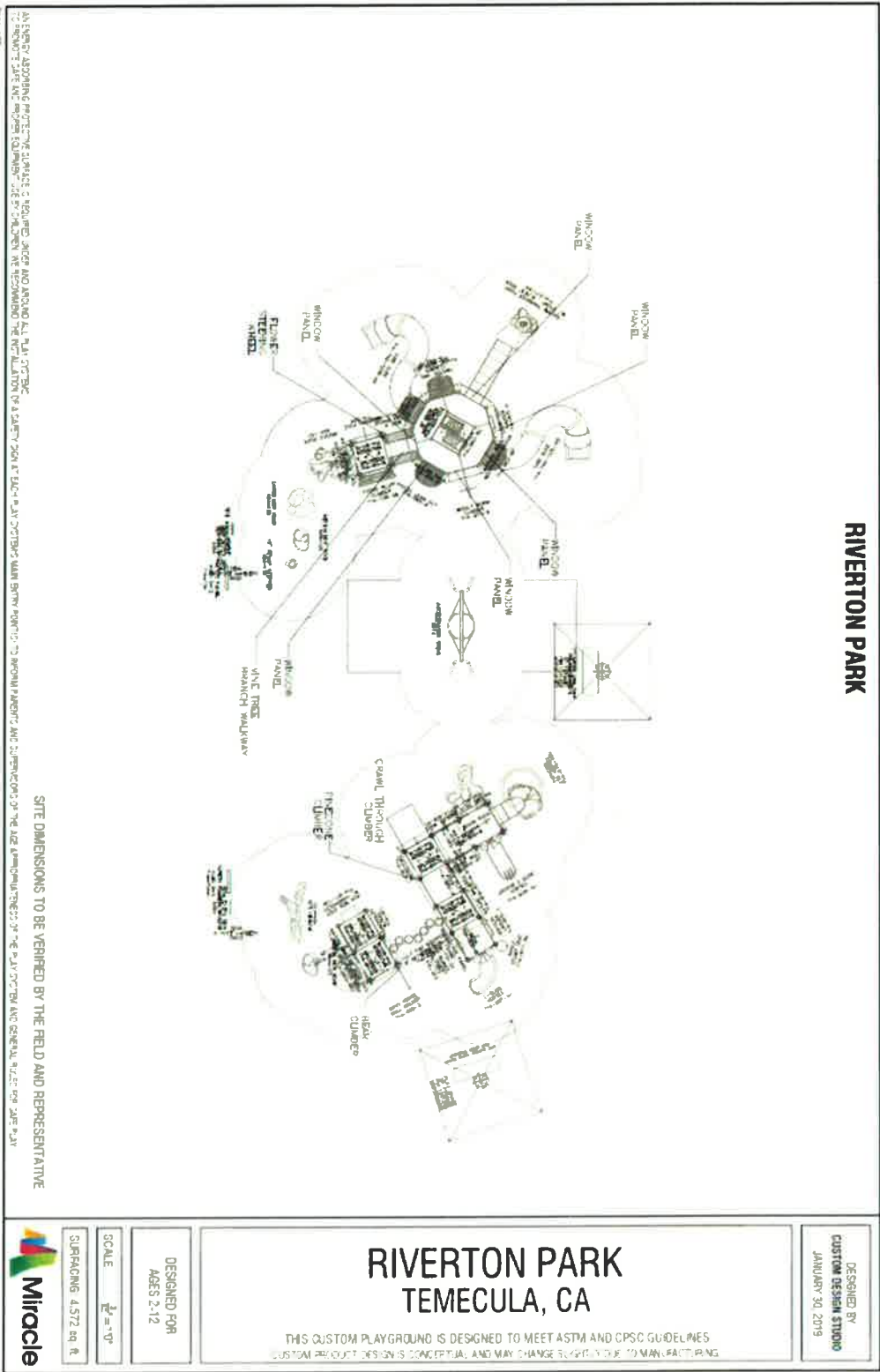


EXHIBIT A (cont.)



EXHIBIT A (cont.)



EXHIBIT B

PAYMENT SCHEDULE



Miracle

Miracle Recreation Equipment Co

PO Box 734154
Dallas TX 75320-4757 Web Site www.miracle-recreation.com
Phone # 800-264-7225
Fax # 877-215-3869
E-mail sales@miracleplayground.com

EFFECTIVE 10/1/18
WE HAVE A NEW
REMITTANCE ADDRESS!
ALL PURCHASE ORDERS &
PAYMENTS MUST BE MADE
OUT TO:
Miracle Recreation Equipment
Co
PO Box 734154
Dallas, TX 75373-4154

QUOTATION

Date	Estimate #
2/6/2019	2019-14796

Name/Billing Address		Ship To		
City of Temecula 41000 Main St. Temecula, CA 92590		Temecula, CA 92590		
Project		Terms	Rep	FOB
Riverton Park		Net 30	Brett	factory
Item	Description	Qty	Rate	Total
Miracle	(2) Custom Kids Nature Clubhouse themed Play structure for ages 5-12 & 2-5 & Accelerator Swing drawings dated 2.6.19	1	300,128.50	300,128.50T
Miracle	2 Cantilevered Shades and lumber camp benches	1	6,208.00	6,208.00T
Freight	Commercial Freight	1	14,569.63	14,569.63
Fibar	Fibar Surfacing Fibar materials 12" depth including 35% compaction rate -Fibar cloth	1	4,232.40	4,232.40T
Freight	Commercial Freight	1	2,968.00	2,968.00
Installation	Installation of play equipment listed above	1	78,725.00	78,725.00
Installation	Installation of 2 Fabric shades and benches	1	7,900.00	7,900.00
Installation	Installation of Fibar surfacing	1	2,700.00	2,700.00
Installation	UPPER AREA - VOLLEYBALL Installation of volleyball equipment	1	2,500.00	2,500.00
This Quote is Valid for 30 Days			Subtotal	
			Sales Tax (8.75%)	
			Total	
THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at PO Box 734154 Dallas TX 75373-4154 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.				

EXHIBIT B (cont.)

PAYMENT SCHEDULE



Miracle

Miracle Recreation Equipment Co

PO Box 734154

Dallas TX 75320-4757 Web Site www.miracle-recreation.com

Phone # 800-264-7225

Fax # 877-215-3869

E-mail sales@miracleplayground.com

EFFECTIVE 10/1/18
WE HAVE A NEW
REMITTANCE ADDRESS!
ALL PURCHASE ORDERS &
PAYMENTS MUST BE MADE
OUT TO:
Miracle Recreation Equipment
Co
PO Box 734154
Dallas, TX 75373-4154

QUOTATION

Date	Estimate #
2/6/2019	2019-14796

Name/Billing Address		Ship To		
City of Temecula 41000 Main St. Temecula, CA 92590		Temecula, CA 92590		
Project		Terms	Rep	FOB
Riverton Park		Net 30	Brett	factory
Item	Description	Qty	Rate	Total
LA Steelcraft	Volleyball set - 3.5" posts and 32' net	1	1,429.93	1,429.93
This Quote is Valid for 30 Days		Subtotal \$421,361.46		
This quote shall not become binding until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com .		Sales Tax (8.75%) \$27,174.78		
		Total \$448,536.24		
THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at PO Box 734154 Dallas TX 75373-4154 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.				

EXHIBIT C
LIST OF SUBCONTRACTORS

DIVISION OF WORK OR TRADE	PERCENT OF BID ITEM	NAME & ADDRESS OF SUBCONTRACTOR	LICENSE NO. OF SUBCONTRACTOR/DIR REGISTRATION NO.	PERCENT OF TOTAL BID