

RESOLUTION NO. 1779

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE BID AND AUTHORIZING PAYMENT TO MIRACLE RECREATION EQUIPMENT COMPANY, MONETT, MISSOURI, FOR AN ALTA-GLIDE

WHEREAS, a grant received from the Reeves Foundation in the amount of \$20,335.00 to go towards recreation equipment, and;

WHEREAS, the City of Nevada wishes to accept the lowest and best bid from Miracle Recreation Equip. Co., and;

WHEREAS, a bid was received in the amount of \$34,089.00, and;

WHEREAS, the City Manager is hereby directed to execute any and all documents related to said bid.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Missouri, accepts the bid from Miracle Recreation Equip. Co., Monett, MO for Alta-Glide not to exceed \$35,000.00.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri on this 21st day of May 2024.



ATTEST:


CYNTHIA DYE, CITY CLERK


GEORGE C. KNOX, MAYOR

AGENDA ITEM
May 21st, 2024

Subject: New Playground Equipment

Department: Parks & Recreation Department

Purchase of a new ADA glider for Walton Park that will partially be funded by the Reeves Foundation grant.

Manager Notes: This is to purchase an ADA glider for Walton Park. The glider will be partially funded by the Reeves Foundation grant that the Parks Department received in February. The Reeves Foundation grant will cover \$20,335.00 and the city will pay the remaining balance of \$13,755.00. This is a budgeted item.

ADA Glide Playground Equipment

Company	Price
Play&Park Structures	\$41,034.24
Miracle	\$34,089.00
GameTime	\$36,976.51



Miracle Recreation Equip. Co.
 878 E. US Hwy 60
 Monett, MO 65708
 1-888-458-2752

QUOTE: R0022241055
 CUSTOMER: 6477B01
 Project: R0022_45358363643_01

Prepared For:
 Richard Brockman
 Nevada Parks and Recreation
 200 N. Ash St.
 Nevada, MO 64772
 417-448-5540 (phone)
 rbrockman@nevadamo.gov

Project Name & Location:

 Attn: Alta Glide with Install
 Nevada, Mo

Prepared by:
 Custom Play Systems

 1024 SE Carmine Ct
 Blue Springs, MO 64014 USA
 (816) 795-7795 (phone)
 (816) 795-7795 (fax)
 playgroundbill@gmail.com

Ship To Address:
 Richard Brockman
 Nevada Parks and Recreation
 TBD
 Nevada, MO 64772
 417-448-5540 (phone)
 rbrockman@nevadamo.gov

End User:
 Richard Brockman
 Nevada Parks and Recreation
 200 N. Ash St.
 Nevada, MO 64772
 417-448-5540 (phone)
 rbrockman@nevadamo.gov

Quote Number: R0022241055
 Quote Date: 3/7/2024
 Valid For: 30 Days From Quote Date

PlayArea_1

Product line: TotsChoice
 Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
68610	ALTA GLIDE FLEX GLIDER FREESTANDING	1	2,500.00	22,089.00	22,089.00
714555	5" OD X 76" POST FOR FENCING & PANELS	2	50.00	269.00	538.00
714920595	12' RAMP GRND-DK 1:12, W/O PST, OPN HR	1	420.00	5,445.00	5,445.00
714920A	ADA RAMP EXTENSION PLATE FLAT (SMALL)	1	20.00	513.00	513.00

RiskSign_Included

Product line: Freestanding
 Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Totals:

Equipment Weight:	3,040.00 lbs
Equipment List:	\$28,585.00
Discount Amount:	-\$7,147.25
Equipment Price:	\$21,437.75
Freight:	\$1,151.25
Installation:	\$11,500.00
SubTotal:	\$34,089.00
Estimated Sales Tax*:	\$0.00
Grand Total:	\$34,089.00

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material 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 date 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 the order of Miracle Recreation Equipment Company.

Quote Number: R0022241055 **Quote Date:** 3/7/2024 **Equipment:** \$28,585.00 **Grand Total:** \$34,089.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. **Use & Maintenance.** Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. **Default, Remedies & Delinquency Charges.** Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent

3/7/2024

QUOTE: R0022241055

in such month and is not received by Miracle within ten (10) days after the date on which due.

3. **Limitation of Warranty/ Indemnity.** MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. **Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. **Choice of Law and Jurisdiction.** All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. **Title; Risk of Loss; Insurance.** Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. **Waiver; Invalidity.** Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. **Entire Agreement; Amendment; Binding Nature.** This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. **Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



ALTA-GLIDE

