

**AGENDA ITEM**  
June 20, 2023

**Subject:** Playground equipment repair purchase

**Department:** Parks Department

Bids were solicited to repair the damaged slide at the Radio Springs 2-5 year old play area. This is a sole-source vendor, Miracle Recreation Equipment, Monett, Missouri

**Manager Notes:**

- That same type of slide is no longer available. We are replacing it with a DNA Climber similar to the one seen below.
- By having City staff install the replacement parts to the Manufacture recommendation we are able to reduce cost while still maintaining the 10 year Limited Warranty



**RESOLUTION NO. 1720**

**A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE BID AND AUTHORIZING PAYMENT TO MIRACLE RECREATION EQUIPMENT CO., MONETT, MISSOURI, FOR THE RADIO SPRINGS PARK PLAYGROUND EQUIPMENT REPLACEMENT PARTS**

**WHEREAS**, the spiral slide at Radio Springs in 2-5 years old play area is damaged by UV degradation causing cracked protective surfacing and must be replaced, and;

**WHEREAS**, the City of Nevada wishes to accept the sole proprietor bid of \$9,599.05 from Miracle Recreation Equip. Co. Monett, Missouri, and;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Nevada, Missouri, accepts the bid from Miracle Recreation Equipment Co., Monett, Missouri, for the Radio Springs Park playground equipment replacement parts and directs the City Manager to execute any and all documents related to said bid.

**PASSED, APPROVED AND ADOPTED**, by the City Council of the City of Nevada, Missouri on this 20th day of June 2023.

(seal)

KENDALL VICKERS, MAYOR

ATTEST:

CYNTHIA DYE, CITY CLERK



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

QUOTE: R0022231125  
CUSTOMER: 6477B01

**Prepared For:**

Michael Sharrock  
Nevada Parks and Recreation  
200 N. Ash St.  
Nevada, MO 64772  
417-321-1483 (phone)  
msharrock@nevadamo.gov

**Project Name & Location:**

Attn: Replacement Slides and  
New Climber  
Nevada, Mo 64772

**Prepared by:**

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

**Ship To Address:**

Michael Sharrock  
Nevada Parks and Recreation  
200 N. Ash St.  
Nevada, MO 64772  
417-321-1483 (phone)  
msharrock@nevadamo.gov

**End User:**

Michael Sharrock  
Nevada Parks and Recreation  
200 N. Ash St.  
Nevada, MO 64772  
417-321-1483 (phone)  
msharrock@nevadamo.gov

Quote Number: R0022231125  
Quote Date: 6/2/2023  
Valid For: 30 Days From Quote Date

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## Mogul Slide-5' Deck

Product line: KidsChoice  
Age group:

### Components

Part Number	Description	Qty	Weight	Unit Price	Total
112724bIU	MOGUL SLIDE-ONE PIECE 5' DECK	1	103.50	694.00	694.00
989089BLU	PANEL-ONE PIECE ROCKITE SLIDES KC	1	29.00	722.00	722.00

## Groove Slide - 8' Deck

Product line: KidsChoice  
Age group:

### Components

Part Number	Description	Qty	Weight	Unit Price	Total
112616BLU	GROOVE SLIDE-ONE PIECE (8'DECK)	1	165.00	1,379.00	1,379.00
989089BLU	PANEL-ONE PIECE ROCKITE SLIDES KC	1	29.00	722.00	722.00

## New Climber

Product line: KidsChoice

Age group:

### Components

Part Number	Description	Qty	Weight	Unit Price	Total
7146616	DNA CLIMBER (6' & 6'6" DK)	1	2,000.00	5,201.00	5,201.00

### Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

### Totals:

Equipment Weight:	2,326.50 lbs
Equipment List:	\$8,718.00
Equipment Price:	\$8,718.00
Freight:	\$881.05
SubTotal:	\$9,599.05
<b>Grand Total:</b>	<b>\$9,599.05</b>

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### Notes:

Replacement Slide Parts for WO481442 (2000)

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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:** R0022231125      **Quote Date:** 6/2/2023      **Equipment:** \$8,718.00      **Grand Total:** \$9,599.05

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

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

**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 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; Invalidation.** 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