



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

QUOTE: R0093248079

Project: R0093_45355440588_04

Prepared For:

MARK MANNING

CITY OF DELTONA

2345 PROVIDENCE BLVD

DELTONA, FL 32725

386+878-8905 (phone)

mmanning@deltonafl.gov

Project Name & Location:

Attn: WES CRILE OPTION 2

Prepared by:

MILLER RECREATION EQUIPMENT
& DESIGN

7745 S.W. 193 LANE

CUTLER BAY, FL 33157 USA

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End User:

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CITY OF DELTONA

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Quote Number: R0093248079

Quote Date: 5/23/2024

Valid For: 30 Days From Quote Date

PlayArea_1_1

Product line: KidsChoice

Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	10.00	152.00	304.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2	15.00	223.00	446.00
4534	MM GRAND GALLERY	1	1,300.00	17,036.00	17,036.00
4538	MM MY CUP OF TEA	1	496.00	7,250.00	7,250.00
70471311B	SENSORY PANEL TEXTURE STAR CIRCLE BELOW DECK	1	60.00	2,465.00	2,465.00
70471312B	SENSORY PANEL TEXTURE TRIANGLE HEX BELOW DECK	1	60.00	2,446.00	2,446.00
70471314B	OVAL/SQUARE PERF PANEL (BELOW DECK) - TCX	1	65.00	1,795.00	1,795.00
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	75.00	1,011.00	1,011.00
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	3	125.00	1,444.00	4,332.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	4	155.00	1,921.00	7,684.00
7145129	PENTAGON DECK (ATTACHES TO 5 POSTS)	1	200.00	3,137.00	3,137.00
7145491	5" OD X 88" POST F/MAZE PANELS	4	50.00	328.00	1,312.00
7145493	5" OD X 112" POST (3' DK)	5	65.00	388.00	1,940.00
7145494	5" OD X 124" POST (4' DK)	4	70.00	416.00	1,664.00

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714551	5" OD X 106" POST (2'6" DKS OR LESS)	3	60.00	351.00	1,053.00
714552	5" OD X 136" POST (3' TO 5' DKS)	6	75.00	445.00	2,670.00
714553	5" OD X 160" POST (5'6" TO 6'6" DKS)	2	90.00	490.00	980.00
714555	5" OD X 76" POST FOR FENCING & PANELS	2	50.00	269.00	538.00
714573	5" OD X 168" POST FOR ROOF (3'6"-5' DK)	6	100.00	522.00	3,132.00
7146384U	GROOVE II SLIDE VORTEX (4' DECK)	1	150.00	2,328.00	2,328.00
7146449	VERSADECK W/ENCLOSURE 16" X 48"	1	90.00	1,452.00	1,452.00
7146474	ALPHA CLIMBER (4' DECK)	1	180.00	1,667.00	1,667.00
7146615	DNA CLIMBER (5' DK)	1	2,000.00	5,101.00	5,101.00
7146701U	CHAMII ENTRY & EXIT VORTEX (5' - 6'6" DK)	1	145.00	3,007.00	3,007.00
7146704	CHAMII SHORT STRAIGHT SECTION	1	60.00	716.00	716.00
7146705	CHAMII RIGHT SECTION	1	60.00	716.00	716.00
7146835	HURRICANE CLIMBER (5' DK)	1	400.00	5,138.00	5,138.00
7146861	ALTA GLIDE INCLUSIVE GLIDER (1' DK)	1	2,500.00	23,592.00	23,592.00
7146964	ATTIC CLIMBER	1	60.00	1,200.00	1,200.00
71471512	BRAILLE PANEL	1	45.00	1,294.00	1,294.00
71471517	ELECTRONIC ANIMAL PANEL	1	50.00	3,129.00	3,129.00
71474959U	6'2" TYP SLIDE 405D DOME WAVE (5' DK)	1	1,518.00	8,585.00	8,585.00
7147522	BIG KAHUNA CLIMBER BETWEEN DECKS W/2' RISE	1	400.00	5,281.00	5,281.00
714760	MAGIC BALL POPPER PANEL	1	65.00	2,893.00	2,893.00
714775	SKY WHEEL SINGLE (2' DK)	1	85.00	1,747.00	1,747.00
714808	CLIMBING POLE (3', 5' OR 6'6" DK)	1	45.00	940.00	940.00
714811	HANDHOLD FOR TRANSFER DECK (1' OR 1'6" DK)	1	30.00	469.00	469.00
714812	12" RISER PLATE	1	20.00	242.00	242.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	671.00	671.00
714815	VERTICAL LADDER CLIMBER (5' DK)	1	100.00	1,019.00	1,019.00
714851359	SQ TRSFR POINT, OPN HR (3' DK)	1	200.00	3,000.00	3,000.00
714856L9	90 DEG LEVEL RAMP BETWEEN DECKS	1	350.00	4,090.00	4,090.00
7148626	ROOF FOR HEXAGON DECK, PERF STEEL	1	540.00	4,990.00	4,990.00
7148626C	CUPOLA TOP W/PERF STEEL FOR 7148626 HEX ROOF	1	70.00	1,310.00	1,310.00
71486859	M'THERM STEPS GRND TO 2' DK OPN HR	1	150.00	2,239.00	2,239.00
7149071U	"L" SLIDE RH, ROC (3' DK) VORTEX	1	100.00	1,675.00	1,675.00
714920595	12' RAMP GRND-DK 1:12, W/O PST, OPN HR	1	420.00	5,445.00	5,445.00
71492159	12' RAMP DK TO DK 1:12, OPEN HR	1	395.00	4,842.00	4,842.00
71495949	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	1	200.00	4,303.00	4,303.00
7149804	CONVEX MIRROR PANEL	2	30.00	1,488.00	2,976.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
7185491	3 1/2" OD X 82" POST F/MAZE PANEL	6	25.00	247.00	1,482.00
MR0881	MC TRUCK	1	270.00	4,914.00	4,914.00
MR0930BD	3.5" ARCH SWING- (2 SEAT REQ'D) * BOLT DOWN	1	277.00	2,659.00	2,659.00
MR0932BD	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)*BOLT DN	1	175.00	1,596.00	1,596.00

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

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Additional Items

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

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
A&E PLAYGROU ND DRAWINGS	ENGINEERED SIGNED AND SEALED DRAWINGS	1	0.00	1,500.00	1,500.00
APS BORDER 8"	25 4' x 8" APS BORDERS AND INSTALLED TIMBERS \$500, FREIGHT \$210 INSTALLATION \$125	1	0.00	835.00	835.00
DUMPSTER INSTALL STONE PERMITTING PIP	DUMPSTER INSTALLATION OF 80 TONS #57 STONE INCLUDE EQUIPMENT RENTAL PULL PERMIT 4400 SF 50/50 COLOR AND BLACK POURED IN PLACE SURFACING DELIVERED AND INSTALLED BREAKDOWN AS FOLLOWS PIP \$66,000, FREIGHT \$3600	1 1 1 1 1	0.00 0.00 0.00 0.00 0.00	950.00 6,575.00 500.00 500.00 69,600.00	950.00 6,575.00 500.00 500.00 69,600.00
REMOVE	REMOVAL AND DISCARD EXISTING PLAYGROUND EQUIPMENT AND RUBBER SURFACING, AND EXCAVATION, FORMING TO POUR ADDITIONAL CONCRETE.	1	0.00	27,400.00	27,400.00
ROCK	80 TONS #57 STONE DELIVERED	1	0.00	9,000.00	9,000.00

Totals:

Equipment Weight: 17,011.00 lbs
Equipment List: \$177,903.00
Discount Amount: -\$40,590.00
Equipment Price: \$137,313.00
Freight: \$7,298.00 Code: 9550
Installation: \$39,015.00
Products by Other: \$116,360.00
SubTotal: \$299,986.00
Grand Total: \$299,986.00

Notes:

PRICE IS BASE ON SOURCWELL CONTRACT #010521-LTS-3, EXPIRES 02-17-2026

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company

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("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: R0093248079 **Quote Date:** 5/23/2024 **Equipment:** \$177,903.00 **Grand Total:** \$299,986.00

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 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.

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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

AGE GROUP: 5-12	ELEVATED PLAY ACTIVITIES - TOTAL: 18	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 1	REC'D 9
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 1	REC'D 0	
	GROUND LEVEL ACTIVITY TYPE:	REC'D 3	
	GROUND LEVEL QUANTITY:	REC'D 6	



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

**AN ENERGY ABSORBING PROTECTIVE SURFACE
IS REQUIRED UNDER & AROUND ALL PLAY
SYSTEMS**