

RESOLUTION R21-18

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO
PURCHASE PARK PLAYGROUND EQUIPMENT

Whereas, the Ohio Department of Natural Resources administers a Nature Works Program which offers grants to communities throughout the State of Ohio.

and; Whereas, the Village of Covington has made application and has been approved under the Nature Works grant program for the purchase of park equipment within the Village.

and; Whereas, The Village Administrator has obtained quotes for park playground equipment.

and; Whereas, Miracle Midwest has provided the lowest and best quote.

NOW THEREFORE BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION 1: the Village of Covington's Counsel authorizes the Village Administer to purchase park playground equipment form Miracle Midwest described in attached exhibit A for \$33,676.00;

SECTION 2: the Village of Covington agrees to obligate funds necessary to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the aforementioned Nature Works Grant Program; and

SECTION 3: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED June 18, 2018:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer/Clerk



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QUOTATION~20180520KPA

TO: Mike Russe
Village of Covington
1 South High St.
Covington, OH 45318

DATE: 5/20/18
SUBJECT: Playground Equipment- Comm. Build
QUOTE FIRM: 30 days
DELIVERY TIME ARO: 5-6 weeks
**(After Receipt of Order and Any Required
Approved Submittals, Drawings, and/or Color
Selections)**
Email: administrator@covington-oh.gov

Ph: 937-726-2634

Fax:

PRICES QUOTED: F.O.B: JOBSITE

TERMS: **ORDER CANNOT BE PLACED WITHOUT A SIGNED QUOTE OR PURCHASE ORDER. ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.** ORDER IS NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER OR LETTER OF PURCHASE. OTHERS NEED IRREVOCABLE LETTER OF CREDIT WITH PURCHASE ORDER. UNSATISFACTORY/NO CREDIT HISTORY: PAYMENT WITH ORDER.

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
<u>MIRACLE</u>			
1	MMW180173A	Tots' Choice Play Structure, 2-5yrs	\$36,913.00
	44012R	6' Miracle Timbers, 12" high w/2 30" stakes- RB	\$ 1,632.00
1	4406R	Access ramp w/2 Miracle timbers- recycled	\$ 676.00
		Equipment Total	\$39,221.00
		Donation to your project	\$11,766.00
		Sub Total	\$27,455.00
		7% Sales Tax	\$TBD
		Freight (5,250lbs. Valid only for 30 days)	\$ 1,751.00
		Delivered Price of Equipment ONLY	\$29,206.00
<u>Fibar</u>			
72 cyds		Engineered Wood Fiber Safety Surfacing	\$ 1,010.00
		12" Compacted	
1,440 sqft		1 Layer Geotextile Landscape Fabric	\$ 260.00
		Freight (Freight Quote is only valid for 30 days)	\$ 800.00
		7% Sales Tax	\$TBD
		Sub Total- EWF	\$ 2,070.00

Optional Supervision of your volunteer installation:
One Supervisor for two days

\$ 2,400.00

Playground Equipment | Steel, Wood, & Fabric Shelters | Splashpads | Athletic Equipment | Safety Surfacing | Dog & Specialty Parks | Site Furniture

P.O. BOX 130 • Holly, Michigan 48442 • Fax (517) 349-1911 • info@MiracleMidwest.com

Supervision includes:

- Planning meeting two weeks before build day
- Up to ten (10) hours on build day
- Some selected tools including Transit/Laser Level

Supervision does not include:

- Site Preparation/Excavation, Unloading, Bobcat or similar equipment to auger holes
- Crane or similar equipment necessary to lift roofs/tall spiral slides into place
- Volunteers, Concrete, Tools, 2x4's, or any other material/labor necessary to install your playground and/or surfacing

PROJECT TOTAL-

\$33,676.00

Thank you for the opportunity to provide this quotation.

Signed: Keith P. Alexander
Miracle Midwest

PLEASE NOTE THE FOLLOWING:

A Sales and Use Tax form is attached if applicable. Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current form is not on file in our office.

Miracle Credit Application may be required and must be completed and returned before your order is placed. If credit is not issued, Cash in Advance is required with order.

Orders over \$5,000 will require a Purchase Order before they will be placed.

ORDERS OVER \$10,000.00 MAY REQUIRE 50% DEPOSIT BEFORE ORDER IS RELEASED.

See top of quote for terms

- ✓ This quote is to supply the equipment listed above only. Any other contractual requirements/needs are the responsibility of the contractor.
- ✓ Due to fluctuating fuel and steel prices, quotes are valid for only 30 days. After 30 days, cost is only an estimate and actual charges may differ.
- ✓ 4-5 Sturdy adults to unload the equipment
- ✓ PLEASE DO NOT INSTALL Safety Surfacing or Edging until AFTER your play equipment has been installed
- ✓ PLEASE Add Sales Tax if appropriate or fax a copy of your Tax Exempt CERTIFICATE with Order
- ✓ THIS QUOTE **DOES NOT** INCLUDE:
 - ✓ Equipment, Services, Materials not specifically noted above
 - ✓ Storage/Security of equipment
 - ✓ Site excavation/preparation
 - ✓ Removal of soils/excess excavated materials from site
 - ✓ Dewatering/excess water removal from footings, excavations, or any other installation processes where excess water may be present
 - ✓ Drainage Material for play area
 - ✓ Accessible route to new play area

- ✓ Supply of new topsoil, seeding, landscaping or site restoration
- ✓ Demolition, removal OR disposal of existing equipment or debris
- ✓ Any permits, if required
- ✓ Repair of any utilities/irrigation system not marked by Miss Dig or the owner
- ✓ Testing of soil conditions
- ✓ Prevailing wage or union labor/wages.
- ✓ Performance/labor/material bonds

NOTE: YOUR PLAYGROUND IS NOT ADA COMPLIANT UNLESS YOU HAVE ADA COMPLIANT SAFETY SURFACING. SAFETY SURFACING IS REQUIRED UNDER & AROUND ALL PLAYGROUND EQUIPMENT.

INSTALLATION PRICES ASSUME NORMAL SOIL CONDITIONS AND DO NOT INCLUDE ROCK EXCAVATION, TREE TRUNK EXCAVATION, ASPHALT OR CONCRETE REMOVAL. IF ANY SUCH MATERIAL IS DISCOVERED AT A PROJECT SITE, A REMOVAL FEE WILL BE ADDED TO THE PROJECT COST.

PLEASE READ CAREFULLY FOR ANY RETRO-FIT PROJECTS:

Adding these updated components to this structure increases the compliance of this equipment. However, this equipment was manufactured prior to current CPSC/ASTM guidelines/standards and therefore we cannot bring every item on the equipment to current guidelines/standards.

MMW Backcharge Policy:

Miracle Midwest (MMW) and it's represented equipment manufacturers will not be responsible for any back charges without prior written authorization based on a submitted written quotation for any work the contractor /customer deems necessary, including but not limited to alterations, removals, repair, painting and /or reinstallation of any product purchased through Miracle Midwest for any of its manufacturers/suppliers.

Any individual/contractor/company proceeding without written approval by MMW and or the manufacturer will assume all financial responsibility for incurred expenses & liability for any changes to the product & the project.

I hereby authorize Miracle Midwest to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the truck. I agree with the Payment terms listed above. Non-taxable customers will provide proper tax exemption certificate.

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 204757, Dallas, TX 75320-4757, 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.

To confirm this order, please sign, complete all information below and fax to us at 517-349-1911 OR email to info@miraclemidwest.com

Signature _____

Date _____

Print this address on your PO, send quote/P.O. to fax number/email listed above.

P.O. to Miracle Recreation Equipment Co.
878 Hwy 60, Monett, MO 65708
(Required for orders over \$5,000)

PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):

SHIP TO ADDRESS:

INVOICE TO ADDRESS:

END USER ADDRESS:

DELIVERY	INVOICING	END USER
CONTACT: _____	CONTACT: _____	CONTACT: _____
PHONE #: _____	PHONE #: _____	PHONE #: _____
E-MAIL: _____	E-MAIL: _____	E-MAIL: _____

MIRACLE COLOR CHOICES (COLOR CHOICES CAN BE FOUND IN THE BACK OF THE CATALOG):

(ADJUST AS NEEDED REMOVE THIS NOTE PRIOR TO SENDING TO CUSTOMER)

POSTS: _____	SLIDES: _____
DECKS: _____	_____
RAILS/CLIMBERS: _____	_____
ROOFS: _____	_____
PANELS: _____	BARREL: _____
_____	CANOPY: _____

IMPORTANT: PLEASE FAX OR EMAIL ALL PAGES OF QUOTE WHEN CONFIRMING ORDER.

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY (dba MIRACLE MIDWEST).

By: _____ Date: _____

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 204757, Dallas, TX 75320-4757, 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.

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

v, 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 CUSTOMER'S 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 MIRACLE'S INSTALLATION AND OWNER'S 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.

Please return all pages of this quote upon ordering.

Thank You!

