

# *Glassboro Public Schools*



## **MEMO**

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To: Mark Silverstein

From: Lisa Ridgway

Date: July 19, 2022

Re: Resolution – Bullock Playground (Upper Levels)

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Be it Resolved that the approve the purchase of a new playground at the Bullock School from Liberty Parks and Playgrounds, procuring the goods/services through Sourcewell National Cooperative.

Funds are budgeted in ARP ESSER III

Vendor: Liberty Parks & Playground/Miracle Recreation Equipment, Co.

National Cooperative: Sourcewell, ID 12905

Amount Not to Exceed: \$98,641.46



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

QUOTE: R0094221115

**Prepared For:**

Kelly Marchese  
Glassboro School District  
370 New Street  
Glassboro, NJ 08028  
856-652-2700 Ext. 4101 (phone)  
kmarchese@gpsd.us

**Project Name & Location:**

Attn: Glassboro SD Bullock ES  
3-5 area opt 2

**Prepared by:**

Liberty Parks & Playgrounds  
P O Box 216  
Clayton, DE 19938  
8773767823 (phone)  
8773767823 (fax)  
info@libertyparks.com

**Ship To Address:**

Joel Lyons  
Lyons Recreation  
835 Camden Avenue  
Blackwood, NJ 08012  
856-264-4008 (phone)  
joel@lyonsrecreation.com

**End User:**

Kelly Marchese  
Glassboro School District  
370 New Street  
Glassboro, NJ 08028  
856-652-2700 Ext. 4101  
(phone)  
kmarchese@gpsd.us

Quote Number: R0094221115  
Quote Date: 7/14/2022  
Valid For: 30 Days From Quote Date

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## PlayArea\_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)	6	10.00	137.00	822.00
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	51	35.00	91.00	4,641.00
4403R	MIRACLE TIMBER OPENING KIT-RECYCLED BLACK	1	30.00	341.00	341.00
787003	WELCOME SIGN AGES 5-12, FS	1	60.00	718.00	718.00
MR0931	5" ARCH SWING- (2 SEAT REQ'D)	1	379.00	2,669.00	2,669.00
MR0933	5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	2	226.00	1,751.00	3,502.00

## 718S227J

Product line: TotsChoice  
Age group: 5-12

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## Components

Part Number	Description	Qty	Weight	Unit Price	Total
7185019	(718S227J) TRIANGLE DECK (ATTACHES TO 3 POSTS)	1			
7185029	(718S227J) SQUARE DECK (ATTACHES TO 4 POSTS)	1			
7185039	(718S227J) 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	4			
7185494	(718S227J) 3 1/2" OD X 118" POST (4' DK)	2			
718552	(718S227J) 3 1/2" OD X 130" POST (3' TO 5' DKS)	7			
718553	(718S227J) 3 1/2" OD X 148" POST (5'6" TO 6' 6" DKS)	2			
718572	(718S227J) 3 1/2" OD X 138" POST ROOF (3'DK OR LESS)	6			
718574	(718S227J) 3 1/2" OD X 180" POST ROOF (5'6"TO 6'6" DK)	6			
7186616	(718S227J) DNA CLIMBER (6' & 6'6" DK)	1			
7186705	(718S227J) CHAMELEON II RIGHT SECTION	4			
7186707	(718S227J) CHAMELEON II LONG STRAIGHT SECTION	2			
718670M21	(718S227J) CHAM II DBL SLIDE ENTRY/EXIT (5'-6'6" DK)	1			
718721	(718S227J) CANYON CLIMBER (3' & 5' DK)	1			
7187306	(718S227J) HEXAGON TREEHOUSE ROOF	2			
718731	(718S227J) TRAP DOOR CLIMBER (3' & 5' DK)	1			
71875385	(718S227J) 8' OVERHEAD GLIDER W/OUT POST	1			
718782	(718S227J) CRUNCH STATION	1			
7188053	(718S227J) HULA CLIMBER GRND TO 3' DK	1			
7188135	(718S227J) DECK ENCL FOR OVERHEAD CLIMBER (ONLY)	1			
71881553	(718S227J) END LADDER 3' TOP RUNG FOR OH CLIMBER	1			
7188156	(718S227J) LOOK-OUT LADDER (6'6" DK)	1			
7188161	(718S227J) WIRE MESH ENCLOSURE	3			
7188172B	(718S227J) BENCH PANEL (BELOW DECK)	1			
718845645	(718S227J) CARGO CLIMBER-OVER 4'W, TR 6'6" H	1			
718851359	(718S227J) SQ TRSFR POINT, OPN HR (3' DK)	1			
7188645SR	(718S227J) HANDRING BRIDGE "S" RH (ONLY)	1			
71887530	(718S227J) LOOK-OUT BUBBLE PANEL 30 DEGREE	1			
7189599	(718S227J) ADA STAIRS BTWN DECKS W/2' RISE CLSD HR	1			

7189763	(718S227J)	1			
	BUMPER LADDER (3' DK)				
7189939	(718S227J)	1			
	ADA STAIRS BTWN DECKS W/1'6" RISE				
718999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00
718S227J	SALE - TOTS CHOICE 6 DECK SYSTEM	1	6,760.00	41,999.00	41,999.00

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

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

## 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

## Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
Demo existing	Lyons Recreation Demolition and removal of existing equipment - list to be obtained from Jim Wiesendanger.	1	0.00	1,668.00	1,668.00
Existing mulch prep	Relocate existing mulch Relocation of existing mulch on site.	1	0.00	5,520.00	5,520.00
Installation of EWF	Installation of 260 CY EWF Installation of mulch as specified.	1	0.00	4,140.00	4,140.00
Installation of Miracle equipment	Lyons Recreation Installation of Miracle equipment.	1	0.00	23,895.00	23,895.00
Zeager EWF	Engineered wood fiber 260 cubic yards engineered wood fiber and one layer filter cloth, 12" depth, delivered	1	0.00	7,915.00	7,915.00

## Totals:

Equipment Weight: 9,533.00 lbs  
Equipment Price: \$53,907.00  
Freight: \$1,596.46

7/14/2022

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Products by Other: \$43,138.00  
SubTotal: \$98,641.46  
Grand Total: \$98,641.46

## 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: R0094221115 Quote Date: 7/14/2022 Equipment: \$54,692.00 Grand Total: \$98,641.46

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 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 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

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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