

To: Board of Education

From: Tony Barron, director, facilities & operations, ext. 1643
Kyle Hayden, assistant superintendent, business & operations, ext. 4309

Re: Purchase & Installation of Playground Equipment – Sunset Hill

Date: January 7, 2016

Background:

In February of 2016, the board will be presented with the Capital Improvement Project list for the 2015-16 fiscal year. Replacement of existing playground equipment at Sunset Hill Elementary and an additional playground piece is part of this plan. Due to bond construction and the potential for higher enrollment, it was determined that a second playground piece was needed. District staff has worked with Miracle Recreation, the Sunset Hill PTO, and the building principal to design the new playground and purchase the necessary playground equipment. The Sunset Hill PTO will donate funds to purchase a portion of the playground.

Bids and Specifications:

The scope of work includes the installation of a platform composite playground piece, swing bays, and rubber tile safety surfacing with an accessible sidewalk. All playground pieces meet and/or exceed the American Society for Testing and Materials (ASTM) standards, which is the Standard Consumer Safety Performance Specification for Playground Equipment for public use. Access to the playground has been designed to meet and/or exceed the 2010 ADA Standards for Accessible Design.

Miracle Recreation c/o Custom Play Systems, Inc. has provided a playground purchase and installation price of \$67,220 through the National Joint Powers Alliance (NJPA) coop purchasing agreement.

Recommendation:

Administration recommends board approval of a contract procured through the National Joint Powers Alliance (NJPA) coop purchasing agreement with Miracle Recreation c/o Custom Play Systems, Inc. for the purchase and installation of a playground at Sunset Hill Elementary for the amount of \$67,220.

Motion:

"I move the Board of Education approve a contract procured through the National Joint Powers Alliance (NJPA) coop purchasing agreement with Miracle Recreation c/o Custom Play Systems, Inc. for the purchase and installation of a playground at Sunset Hill Elementary for the amount of \$67,220."



Represented by:
 Custom Play Systems, Inc.
 5901 NE Diamond Circle
 Lee's Summit, MO 64064
 Toll free: 888-811-8323
 Local Phone/Fax: 816-350-0080
 Email: miraclerecreation@yahoo.com
www.customplaysystems.com

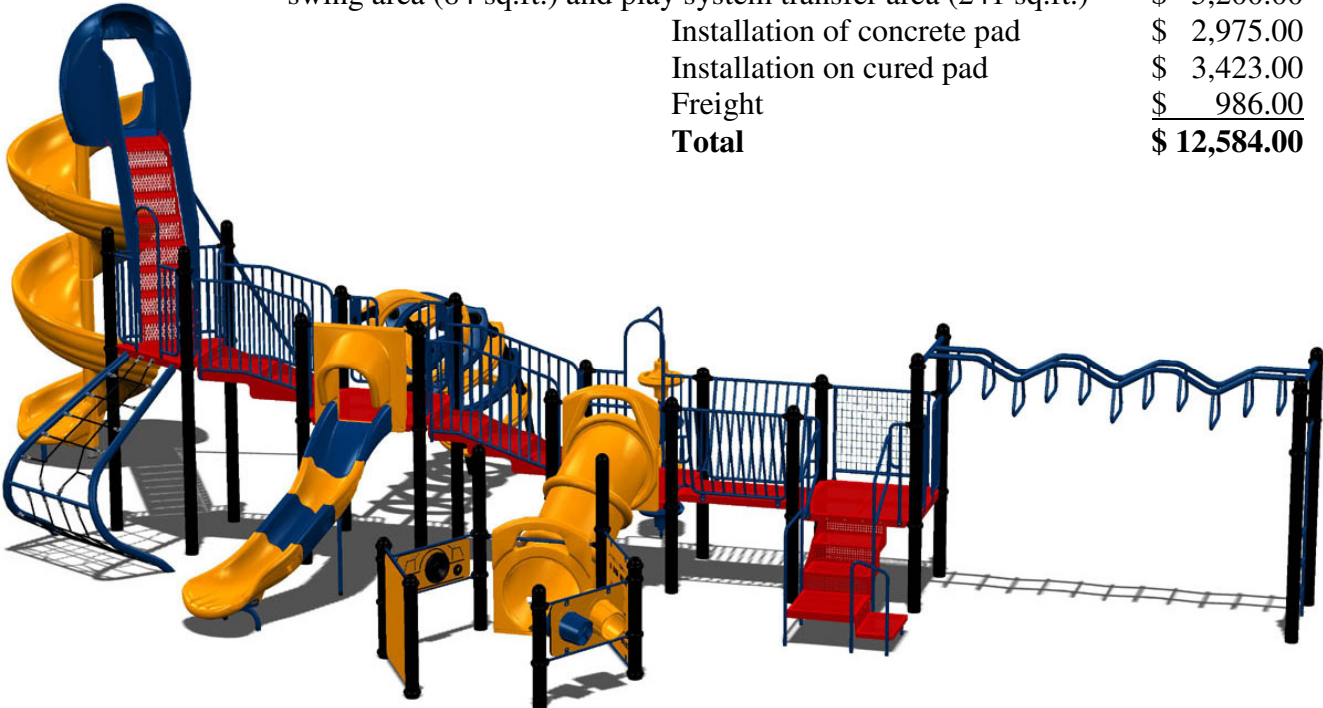


TO: Roger Paschke
 For Sunset Hills Elementary
 Lawrence, Kansas

Date: 5/19/2015

PRICE QUOTATION

<u>QTY</u>	<u>MODEL #</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	714	Kids' Choice Custom Deck System Phase I	\$ 33,296.00
1	718-852-6S	3 1/2" OD arch swing frame with six belt seats	\$ 2,288.00
		Freight	- Free -
		Installation on prepared site	\$ 11,864.00
		Total	\$ 47,448.00
1	SS	325 square feet of SofSurfaces DuraSAFE Plus tile to cover swing area (84 sq.ft.) and play system transfer area (241 sq.ft.)	\$ 5,200.00
		Installation of concrete pad	\$ 2,975.00
		Installation on cured pad	\$ 3,423.00
		Freight	\$ 986.00
		Total	\$ 12,584.00



Please note: All orders must be accompanied by the following: a signed price quotation for orders under \$5,000.00, a signed Equipment Quotation (separate form) for orders over \$5,000.00, signed color selection worksheet (if applicable), and a tax exemption certificate issued by the state (if applicable). **All purchase orders are to made to:** MIRACLE RECREATION EQUIPMENT COMPANY, P.O. Box 204757, Dallas, TX 75320-4757 and mailed to my office address above for prompt processing. Thank you.

Delivery Location: Lawrence, Kansas

DELIVERY: 35 days or sooner A.R.O.

TERMS: Net 30, from date of invoice, with approved credit or cash in advance to receive a 2% discount on equipment.

- *Unless otherwise noted, the above price quote does not include: prevailing wages, sales tax if applicable, permits, state or local approvals, performance bonds, engineering seals, testing, site preparation, installation, border, fall-saving material, unloading (Miracle recommends at least 3-4 adults, the Miracle driver cannot unload a shipment by himself), storage, security, fencing or landscaping.*
- At time of delivery, please check to make sure all pieces are accounted for. Any shortage or damage to the equipment must be brought to the driver's attention during unloading and noted on the delivery sheet. Customer is responsible for the security of equipment.
- Installation price, if quoted, assumes normal soil conditions and does not include rock excavation or grading to level. In the event that an underground obstruction, or "rock", in excess of twelve inches square by two inches thick is encountered during excavation, all expenses related to removal, relocation, or repair of the obstruction, will become an extra charge over and above the proposed estimate listed above.
- Customer is responsible for supplying and maintaining fall-saving surfacing in compliance with CPSC guidelines.


This quotation, after acceptance by the buyer and when thereafter approved by an authorized official of the seller, in writing, will become a contract. Until so approved, this quotation is not a contract and is not binding on the seller in any way. This price quotation is valid for 30 days and is subject to possible price revision.

Please confirm ship to and bill to addresses:

Sold To:	Ship To:
Contact Name:	Contact Name:
Contact Phone:	Contact Phone:
Contact Fax:	Contact Fax:
E-Mail:	E-Mail:

Thank you for the opportunity to provide this proposal. I look forward to working with you.

Sincerely,


 Greg Stein
 District Representative

Accepted: _____
Name of buyer

By: _____
Signature

Date: _____



Equipment Quotation

Sales Representative

Greg Stein
 Custom Play Systems, Inc.
 5901 NE Diamond Circle
 Lee's Summit, MO 64064
 Phone: (816) 350-0080 Fax: (816) 350-0080

Quote Number: 22151087
Quote Date: 12/03/2015
Customer Number: 6604D07
Terms of Sale: Net 30
Customer Class: 2. Schools
Shipping Method: Best Way
Freight Terms: Prepaid
Approximate Ship Date: ASAP
Cust PO Num:

PO Remittance (if other than Sales Representative):

Prepared For: LAWRENCE U.S.D #497
 100 McDONALD DRIVE

LAWRENCE, KS 66044
 rpaschke@usd497.org

Location: USD 497 LAWRENCE
 MAINTENANCE DEPT.
 146 MAINE
 LAWRENCE, KS 66044

Payment Remittance: Miracle Recreation Equipment Company
 PO Box 204757, Dallas, TX 75320-4757

Payment/Accounting Contact: (785) 832-5820
 Roger Paschke (785) 832-5975

Shipping/Delivery Contact: Roger Paschke (785) 832-5975

Quantity	Item Number	Description	Price Each	Price Total
1	150060	MULTI-PONDO	\$2,451.00	\$2,451.00
1	753	MAYPOLE	\$2,760.00	\$2,760.00
1	9454	SADDLE SEAT WITH SPRING/SWIVEL	\$720.00	\$720.00

Color List:

System: P Item Number: 150060 Quantity: 1
 ACCENTS = Royal Blue; POST = Black

System: P Item Number: 753 Quantity: 1
 ACCENTS = Royal Blue; POST = Black

System: P Item Number: 9454 Quantity: 1
 POST = Black; ROCKITE = Yellow

Equipment Total: \$5,931.00
Freight: \$322.00
Installation: \$1,850.00
Discount: \$915.00
CIA Discount: \$0.00
Other Charge: \$0.00

SubTotal: \$7,188.00

Tax: \$0.00

Grand Total: \$7,188.00

Notes:

Mark for Sunset Hills PTO, Includes installation of all items except required surfacing.

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.

Quote Number: 22151087 **Quote Date:** 12/03/2015 **Equipment Total:** \$5,931.00 **Grand Total:** \$7,188.00

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 COMPANY.

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 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.