

Agenda Item # C - 2

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: APPROVAL TO PURCHASE A PLAYGROUND APPARATUS FROM MIRACLE RECREATION EQUIPMENT CO. AND HAVE IT INSTALLED AT VETERANS PARK. THE PURCHASE AMOUNT SHALL NOT TO EXCEED \$150,000.00 THROUGH SOURCEWELL CONTRACT # 010521-LTS.

ISSUE: This purchase is for the replacement of a playground apparatus at Veterans Park purchased in 2003 which is dated and in need of replacement. This purchase is budgeted in PR2209, Account #303-7200-572-63-80.

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Lou Recchio	Approval:	Date:	Action:
Director of Parks and Recreation		11/18/21	



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

QUOTE: R0023210231

Prepared For:
 Lou Recchio
 Village of Royal Palm Beach
 1050 Royal Palm Beach Blvd.
 Royal Palm Beach, FL 33411
 561-753-1228 (phone)
 lrecchio@royalpalmbeach.com

Project Name & Location:
 RPB Veteran's Park

Prepared by:
 Miracle of South Florida
 Connie Brown
 (954) 520-4523 (phone)
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 Connieb@miracleofsouthflorida.com

Quote Number: R0023210231
 Quote Date: 8/26/2021
 Valid For: 30 Days From Quote Date

CUSTOM KC PLAY STRUCTURE AGES 5-12

Product line: KidsChoice

Part Number	Description	Qty	Weight	Unit Price	Total
Custom KC	5-12 Play Structure DWG # 23_44401652437	1	11,420.00	97,607.00	97,607.00

ADDITIONAL ITEMS

Part Number	Description	Qty	Weight	Unit Price	Total
Drawings	Sealed Engineered Drawings & Calcs (Playground)	1	0.00	1,200.00	1,200.00
GC	GC Pull Permit (Excludes Permit Fees)	1	0.00	1,200.00	1,200.00
PIP	Remove existing Turf as needed to install equip and replace w/PIP (approx 1,200 sq.ft.)	1	0.00	20,500.00	20,500.00
Removal	Remove / Dispose of Existing Play Structure	1	0.00	4,800.00	4,800.00

Totals:

Equipment Weight:	11,420.00 lbs
Equipment List:	\$97,607.00
Discount Amount:	-\$16,593.19
Equipment Price:	\$81,013.81
Freight:	\$0.00
Installation:	\$34,500.00
Additional Items Listed Above:	\$27,700.00
SubTotal:	\$143,213.81
Estimated Sales Tax*:	\$0.00
Grand Total:	\$143,213.81

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.

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