



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

37A

QUOTE: R0088193203

Project: R0088_43614674324_01

Prepared For:

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Project Name & Location:

Attn: Michel Davis

Prepared by:

May Recreation Equipment & Design
 LP

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End User:

Quote Number: R0088193203
 Quote Date: 5/29/2019
 Valid For: 30 Days From Quote Date

714S618W

Product line: KidsChoice
 Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7145029	(714S618W) SQUARE DECK (ATTACHES TO 4 POSTS)	1			
7145039	(714S618W) 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	7			
7145089	(714S618W) RECT FULL DECK (ATTACHES TO 4 POSTS)	1			
7145099	(714S618W) RECT 1/2 OPEN DECK (ATTACHES TO 5 POSTS)	1			
714551	(714S618W) 5" OD X 106" POST (2'6" DECKS OR LESS)	14			
714555	(714S618W) 5" OD X 76" POST FOR FENCING & PANELS	2			
714572	(714S618W) 5" OD X 144" POST FOR ROOF (3' DECKS OR LESS)	6			
714576	(714S618W) 5" OD X 204" POST FOR ROOF (8' DECK)	6			
7146058	(714S618W)	1			

5/29/2019
 QUOTE: R0088193203

7146702	TREE-O CLIMBER (8' DECK) (714S618W)	2
7146704	CHAMELEON II ENTRY & EXIT (7' - 8'6" DECK) (714S618W)	3
7146705	CHAMELEON II SHORT STRAIGHT SECTION (714S618W)	4
7146706	CHAMELEON II RIGHT SECTION (714S618W)	3
7146806C	CHAMELEON II LEFT SECTION (714S618W)	2
7146861	WAVE HEX ROOF W/TOPPER (714S618W)	1
714700	ALTA GLIDE INCLUSIVE GLIDER (1' DECK) (714S618W)	1
71471510	5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK) (714S618W)	1
71471512	SIGN LANGUAGE PANEL (714S618W)	1
71471516	BRaille PANEL (714S618W)	1
71471520	ELECTRONIC PIANO PANEL (714S618W)	1
714715203	INTERACTIVE PANEL FRAME (714S618W)	1
714756	VERY BURIED INSERT (714S618W)	1
7147632	SIGHT-N-SOUND INTERACTIVE PANEL (714S618W)	1
7147721	TIC-TAC-TOE PANEL (714S618W)	5
7147743	BONGO PERCH (STATIONARY) (714S618W)	1
7148135	BONGO STEPS W/ENCLOSURE (3' DECK) (714S618W)	2
714816	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY) (714S618W)	2
7148161	WALL ENCLOSURE (714S618W)	1
714817	WIRE MESH ENCLOSURE (714S618W)	1
7148193D	CST TREEHOUSE WALL W/SEAT (714S618W)	1
71482315	BOULDER RIDGE 3 SECTION, GROUND TO DECK (714S618W)	1
7148435	POWER PEDALER, ARMS ONLY, W/OUT POST (714S618W)	1
7148465	CHINNING BAR (ONLY) (714S618W)	1
7148496	THERAPEUTIC HAND RINGS (714S618W)	1
71485139	OBSERVATION DECK W/EXTENDED STEERING WHEEL (714S618W)	1
71487530	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK) (714S618W)	1
714920595	LOOK-OUT BUBBLE PANEL 30 DEGREE (714S618W)	1
	12' RAMP GRND TO DECK 1:12, W/OUT PST, OPN	

71492159	HR (714S618W) 12' RAMP DECK TO DECK 1:12, OPEN HNDRL	2			
714961L2	(714S618W) DELIGHT-O-SCOPE BINOCULARS (LOOKOUT MOUNT)	1			
7149831	(714S618W) MARBLE RACE PANEL	1			
7149922	(714S618W) LOOKOUT TOWER	1			
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00
714S618W	KIDS CHOICE 8 DECK SYSTEM	1	11,265.00	62,599.00	62,599.00
			0		
9991	BIBA ENTRY SIGN	1	45.00	957.00	957.00
9992	BIBA 6 POST MARKERS	1	10.00	587.00	587.00

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

Totals:

Equipment Weight:	11,327.00 lbs
Equipment List:	\$64,143.00
Equipment Price:	\$64,143.00
Freight:	\$3,765.03
Installation:	\$24,066.00
SubTotal:	\$91,974.03
Grand Total:	\$91,974.03

Notes:

Buy Board Proposal #512-16

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: R0088193203 **Quote Date:** 5/29/2019 **Equipment:** \$64,143.00 **Grand Total:** \$91,974.03

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

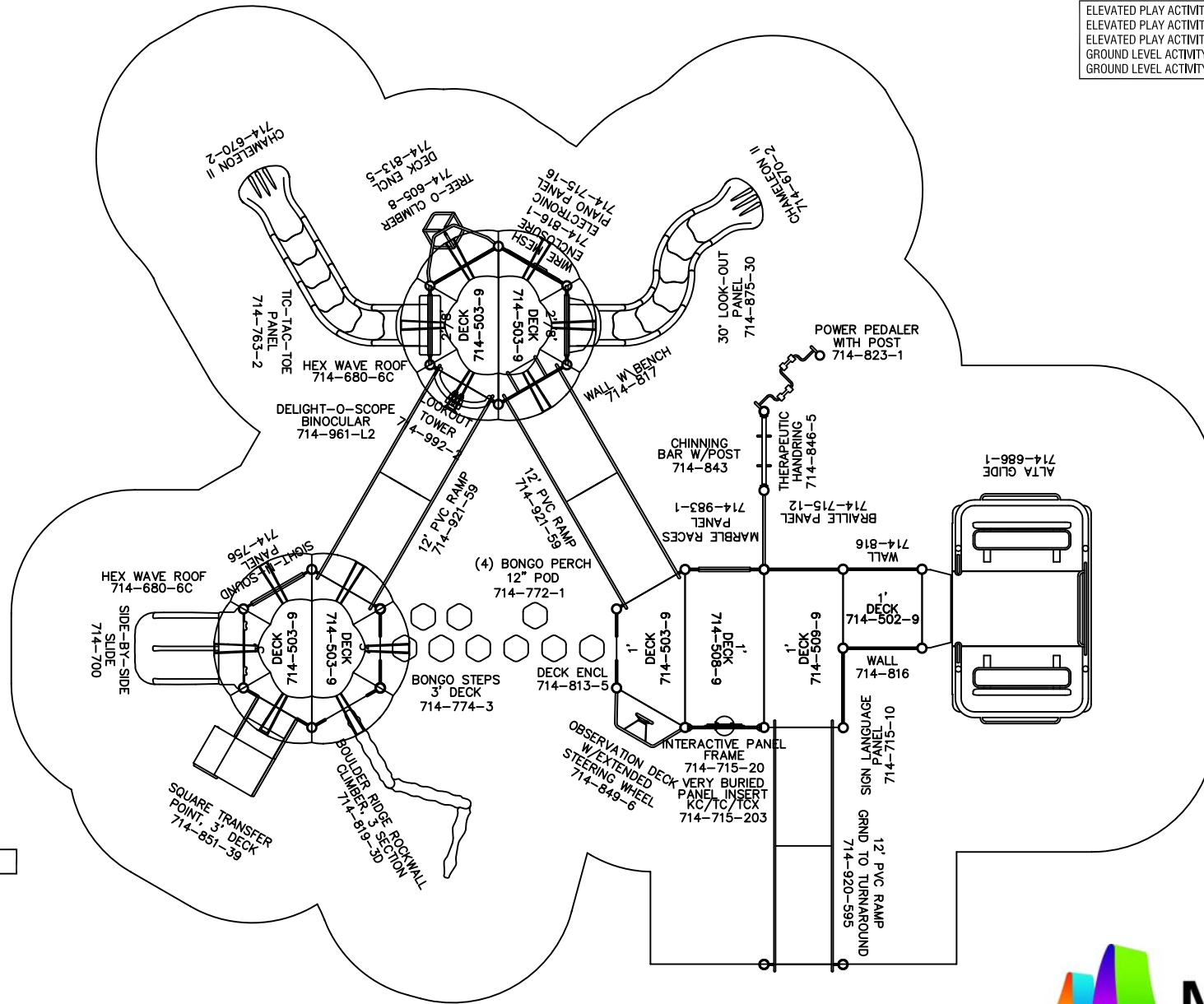
1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for 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.
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

ELEVATED PLAY ACTIVITIES - TOTAL	19	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	15	REQ'D 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	15	REQ'D 10
GROUND LEVEL ACTIVITY TYPE	2	REQ'D 0
GROUND LEVEL ACTIVITY QUANTITY	3	REQ'D 0



Play Area Capacity: 155-165



To verify product certification, visit www.ipema.org

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 playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

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

714-S618W	
GROUND SPACE:	49' X 41'
PROTECTIVE AREA:	62' X 51'

✓	COMPLIES TO CPSC
✓	COMPLIES TO ASTM
✓	COMPLIES TO ADA

DESIGNED FOR AGES	
5-12	
ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE	
TYPE:	QUANTITY:
0	0

SCALE: 1/8" = 1'-0"
DATE: 10/31/2018
CINDI

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2019-506033

Date Filed:
 06/18/2019

Date Acknowledged:
 06/25/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

May Recreation Equipment & Design LP
 The Woodlands, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25859
 Playground Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)