



**County of Spotsylvania**  
**Procurement Division**  
8800 Courthouse Road (P.O. Box 215)  
Spotsylvania, VA 22553  
Ph. 540/507-7586

# PURCHASE ORDER

PURSUANT TO  
VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES NOT  
DISCRIMINATE AGAINST FAITH-  
BASED ORGANIZATIONS

**P.O. NUMBER 18139**

P.O. number must appear on all related correspondence, shipping papers, and invoices:

**To: Miracle Recreation Equipment Company**  
**878 E. US Hwy 60**  
**Monett, MO 65708**

**Ship To: Spotsylvania County Parks & Recreation**  
**10910 Leavells Road**  
**Fredericksburg, VA 22407**

Attn: George Novey  
george@siteconceptsva.com

Attn: Darrell Holladay

|              |      | SHIP VIA  | F.O.B. POINT | TERMS       |
|--------------|------|---|--------------|-------------|
| May 23, 2018 |      |   | Destination  | Net 30 Days |
| QTY          | UNIT | DESCRIPTION   | UNIT PRICE   | TOTAL       |
|              |      | Patriot Park Playground Equipment and Installation<br><br>Contract documents consist of:<br><br>1. Spotsylvania County Purchase Order #18139 dated May 23, 2018 and Spotsylvania County Purchase Order General Terms and Conditions dated January 19,2018;<br>2. Email from George Novey, Site Concepts, LLC representing Miracle Recreation Equipment Company to Brad Quann, Spotsylvania County dated April 20, 2018 accepting Spotsylvania County's Purchase Order Terms & Conditions;<br>3. PlayPower Inc. letter from David Sheedy, Director of Sales & Business Development dated April 14, 2017 (PlayPower Inc. wholly owns Miracle Recreation Equipment Company);<br>4. Miracle Recreation Equip. Co. Quote Number R0098182002 dated April 20, 2018 and Site Concepts, LLC drawings and views R0098_43109259792 dated January 10, 2018.<br>5. NJPA Contract Acceptance and Award dated April 17, 2017 for NJPA Contract #030117-LTS<br>6. NJPA Request for Proposals for Recreation and Playground Equipment, Accessories and Supplies, RFP #030117 dated January 12, 2017. |              |             |
|              |      |   | TOTAL        | \$198,700   |

If there are any questions concerning this purchase order, please contact Brad Quann-Spotsylvania County Procurement Division. Ph. 540/507-7596

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:  
Spotsylvania County Parks & Recreation  
P O Box 28  
Spotsylvania, VA 22553
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

**FOR OFFICIAL USE ONLY**

**Requisitioning Department: Parks & Recreation**

Requisitioner: Darrell Holladay

Mark Taylor  
County Administrator

  
County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



## SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
  - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
  - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
  - C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
  - D. In full compliance with the Virginia Conflict of Interest Act.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

  - A. Worker's Compensation – Statutory requirements and benefits
  - B. Employers Liability - \$100,000
  - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
  - D. Automobile Liability \$1,000,000.
  - E. Professional Liability, if required, under Professional Services.

The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
  - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
  - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.



9. During the performance of this Agreement, the CONTRACTOR agrees to:
- A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
  - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
  - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
  - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
- A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withheld all or part of the subcontractor's payment and the reason therefore;
  - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
  - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
  - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:  
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>

## Brad Quann

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**From:** George Novey <[george@siteconceptsva.com](mailto:george@siteconceptsva.com)>  
**Sent:** Friday, April 20, 2018 12:04 PM  
**To:** Brad Quann  
**Subject:** Fwd: Mrec quoted prices & Spotsylvania terms  
**Attachments:** Spotsylvania Co PO Gen Terms & Conditions 1.19.2018.pdf; 4.20 Mrec qte R0098182002 - NJPA 2017 list.pdf

Mr. Quann:

Attached is the Miracle Recreation proposal quote revised to match the 2017 List Prices NJPA has on file. This quote is valid until May 31st and that is a firm deadline as far as Miracle is concerned. If this all goes through, make thje PO for Patriot Park out to Miracle Recreation and send to me for order processing after the May 22nd board meeting. Spotsylvania County's attached terms & conditions can be added to your PO as a part of your PO document. Please let me know if you need anything else from me at this time or leading up to the May board meeting.

Thanks,  
George

### George R. Novey

Site Concepts (Northern VA Office)

P.O. Box 235

Crozet, VA 22932-0235

office: (434) 823-2745 fax: (434) 823-2749 cell: (757) 618-3711

email: [george@siteconceptsva.com](mailto:george@siteconceptsva.com)

[www.siteconceptsva.com](http://www.siteconceptsva.com)

Specializing in the Design, Sales, and Installation of recreation equipment.

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----- Forwarded message -----

**From:** George Novey <[george@siteconceptsva.com](mailto:george@siteconceptsva.com)>  
**Date:** Wed, Apr 18, 2018 at 9:13 AM  
**Subject:** Mrec quoted prices & Spotsylvania terms  
**To:** Brad Quann <[BQuann@spotsylvania.va.us](mailto:BQuann@spotsylvania.va.us)>

Mr. Quann:

I will try to have the updated quote to you by mid-day Friday - I'll promise you over the weekend at the latest. NJPA is updating Miracle's pricing to have more current numbers on record, but until that is done the



2017 list prices are in play. So I will provide you with a revised quote using the 2017 list prices NJPA currently has on file for now so it matches. I will be sure to let you know once I am told that the NJPA prices have been updated on their end. Depending on when the prices get updated at NJPA, we will likely execute the order on our end with whatever matches - the proposal using the 2017 list prices or one with more current 2018 prices. Either way the bottom line is the same however - so again, that \$198,700.00 final cost for approval and the PO is not in question. This price is valid until May 31st. After that, we will need to reprice the proposal with current prices which reflect the increased prices Miracle put in place on Monday.

Let me work on getting you the proposal for approval with the line item prices based on the old 2017 prices NJPA has on record.

**George R. Novey**

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On Wed, Apr 18, 2018 at 8:53 AM, Brad Quann <[BQuann@spotsylvania.va.us](mailto:BQuann@spotsylvania.va.us)> wrote:

Thank you George! I need to get everything submitted to our County Attorney's Office (that's what takes so long) and then scheduled by May 11<sup>th</sup> to meet the Board meeting deadlines for their May 22<sup>nd</sup> meeting. Do you think pricing could be taken care of and a matching quote by say mid day Friday at the latest?

Brad Quann

Procurement Manager

[8800 Courthouse Road](#)

[Room 414](#)-Procurement Division

Spotsylvania, VA 22553

540.507.7596

[bquann@spotsylvania.va.us](mailto:bquann@spotsylvania.va.us)

**From:** George Novey [mailto:[george@siteconceptsva.com](mailto:george@siteconceptsva.com)]  
**Sent:** Wednesday, April 18, 2018 7:48 AM  
**To:** Brad Quann <[BQuann@spotsylvania.va.us](mailto:BQuann@spotsylvania.va.us)>  
**Cc:** Darrell Holladay <[DHolladay@spotsylvania.va.us](mailto:DHolladay@spotsylvania.va.us)>  
**Subject:** Mrec quoted prices & Spotsylvania terms

Mr. Quann:

Miracle is telling me that after looking at Spotsylvania's Terms & Conditions, they will have no issue applying them to the Patriot Park sale of the Miracle Recreation playground equipment. Also, I've been told that NJPA is in the process of updating the Miracle Recreation prices on file. I'm hoping that will be done before I have to send you an updated price quote for approval so they match automatically and not because I have to drastically manipulate our proposal documents to meet the same bottom line. Miracle will hold the quoted price until May 31st - that is not in question. When do you need to have the updated quote in hand for the May board meetings for approval or for your PO process? Please let me know if you need anything else or have any questions.

Thanks,

George

**George R. Novey**

Site Concepts (Northern VA Office)

P.O. Box 235

Crozet, VA 22932-0235

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On Tue, Apr 17, 2018 at 9:02 AM, Brad Quann <[BQuann@spotsylvania.va.us](mailto:BQuann@spotsylvania.va.us)> wrote:

Good morning,

I know you and Miracle are working on this and just wanted to follow up. We are going to be really pushing the limits on getting this all approved internally and by our Board so I'm hopeful you will hear back from your team soon this week.

Thanks for all of your help.

Brad Quann

Procurement Manager

[8800 Courthouse Road](#)

[Room 414](#)-Procurement Division

Spotsylvania, VA 22553

540.507.7596

[bquann@spotsylvania.va.us](mailto:bquann@spotsylvania.va.us)

**From:** George Novey [mailto:[george@siteconceptsva.com](mailto:george@siteconceptsva.com)]

**Sent:** Tuesday, April 10, 2018 3:21 PM

**To:** Brad Quann <[BQuann@spotsylvania.va.us](mailto:BQuann@spotsylvania.va.us)>

**Subject:** Mrec qte R0098182002 - Spotsylvania PO terms

Mr. Quann:

I received your copy of the Spotsylvania County PO Terms & Conditions. I'll run these past Miracle Recreation to make sure they have no issues and can agree to all. Will update the proposal quote to show the prices holding until May 31st as requested as well. Will be in touch...

George

## George R. Novey

Site Concepts (Northern VA Office)

P.O. Box 235

Crozet, VA 22932-0235

office: (434) 823-2745 fax: (434) 823-2749 cell: (757) 618-3711

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On Tue, Apr 10, 2018 at 3:08 PM, Brad Quann <[BQuann@spotsylvania.va.us](mailto:BQuann@spotsylvania.va.us)> wrote:

Thank you. Attached is the County's standard Purchase Order Terms & Conditions.

Brad Quann

Procurement Manager

[8800 Courthouse Road](#)

[Room 414](#)-Procurement Division

Spotsylvania, VA 22553

540.507.7596

[bquann@spotsylvania.va.us](mailto:bquann@spotsylvania.va.us)

**From:** George Novey [mailto:[george@siteconceptsva.com](mailto:george@siteconceptsva.com)]

**Sent:** Monday, April 9, 2018 4:32 PM

**To:** Brad Quann <[BQuann@spotsylvania.va.us](mailto:BQuann@spotsylvania.va.us)>

**Subject:** Quote R0098182002 Spotsylvania - questions



Mr. Quann:

I got your email and questions. It's my understanding that a customer's terms and such can within reason be added or inserted into and become a part of the NJPA cooperative contract language for Miracle Recreation playground purchases. Spotsylvania will need to share it's terms for Miracle to review beforehand. I will check to see about the FOB Destination change you ask about, arbitration venue, and will make sure I can modify the proposal to hold the pricing into May as well and respond.

Sincerely,

**George R. Novey**

Site Concepts (Northern VA Office)

P.O. Box 235

Crozet, VA 22932-0235

office: (434) 823-2745 fax: (434) 823-2749 cell: (757) 618-3711

email: [george@siteconceptsva.com](mailto:george@siteconceptsva.com)

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From: **Brad Quann** <[BQuann@spotsylvania.va.us](mailto:BQuann@spotsylvania.va.us)>

Date: Mon, Apr 9, 2018 at 2:00 PM

Subject: Quote R0098182002 Spotsylvania

To: "[george@siteconceptsva.com](mailto:george@siteconceptsva.com)" <[george@siteconceptsva.com](mailto:george@siteconceptsva.com)>

Good afternoon George,

I'm working with Darrell in our Parks & Rec Dept to get the quoted playground equipment ordered. Thank you and Miracle for agreeing to hold the pricing firm for us until May 31st! I'm working hard to get this all approved prior to May 31st. Please see attached my notes on the quote and let me know if the changes can be made before I submit to our County Attorney's Office for their review and approval. I know without these

changes I can't move it forward.

Thank you!!

Brad Quann  
Procurement Manager  
[8800 Courthouse Road](#)  
[Room 414](#)-Procurement Division  
Spotsylvania, VA 22553  
540.507.7596  
[bquann@spotsylvania.va.us](mailto:bquann@spotsylvania.va.us)

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DATE: April 14, 2017

FROM: David Sheedy, Sales Director

RE: PlayPower, Inc NJPA Contract #030117-LTS

To whom it may concern:

In the state of Virginia, as with every other state in the United States, PlayPower Inc., as the Parent Company, does business as the following wholly owned company divisions/businesses: Miracle Recreation, EZ Dock, Hags, Soft Play, Little Tikes Commercial Play Structures and USA Shade & Fabric Structures.

Playpower Inc. wholly owns all of these businesses as the holding company. PlayPower Inc.'s NJPA Contract #030117-LTS includes all of PlayPower's divisions/brands, previously mentioned. As our normal means of doing business in the state of Virginia, as in all states, and as specified in that contract, all purchase orders, billing, etc is handled directly with our individual businesses.

Should you have any further questions involving this matter or any other, please do not hesitate to contact me. Thank You for your interest in PlayPower and our products!

Best Regards,

A handwritten signature in blue ink, appearing to read "David Sheedy", is positioned above the printed name.

David Sheedy

Director of Sales & Business Development

PlayPower Inc, 11515 Vanstory Drive #100 Huntersville, NC 28078

[David.sheedy@playpower.com](mailto:David.sheedy@playpower.com)

573-366-6337





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

QUOTE: R0098182002  
CUSTOMER: 2255B01  
Project: R0098\_43109259792\_11

**Prepared For:**

Spotsylvania Co Parks & Rec  
P.O. Box 28  
Spotsylvania, VA 22553-0028  
(540) 507-7528 (phone)  
(540) 898-9089 (fax)  
dholladay@spotsylvania.va.us

**Project Name & Location:**

Patriot Park - Proposal B.1  
Attn: Patriot Park

**Prepared by:**

Site Concepts - Northern VA Office  
George Novey  
P.O. Box 235  
Crozet, VA 22932  
(434) 823-2745 (phone)  
(434) 823-2749 (fax)  
george@siteconceptsva.com

Quote Number: R0098182002 per NJPA 2017 list prices on file  
Quote Date: 4/20/2018  
Valid Until: May 31, 2018 - FIRM

## PlayArea\_1

Product line: Freestanding; Age group: 5-12

### Components

| Part Number | Description                               | Qty | Weight   | Unit Price | Total    |
|-------------|---|-----|----------|------------|----------|
| 2740        | SWG PART THERAPEUTIC SWG SEAT W/CHAIN     | 1   | 135.00   | 969.00     | 969.00   |
| 2840        | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR) | 4   | 10.00    | 106.00     | 424.00   |
| 2990        | SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR) | 3   | 15.00    | 163.00     | 489.00   |
| 304         | TEN SPIN                                  | 1   | 1,000.00 | 2,880.00   | 2,880.00 |
| 7188522     | 3 1/2" OD ARCH SWG FRAME ONLY 2 SEATS REQ | 1   | 200.00   | 1,066.00   | 1,066.00 |
| 7188522X    | 3 1/2" OD ARCH ADD-A-BAY 2 SEATS REQ MC   | 3   | 170.00   | 588.00     | 1,764.00 |
| 994167BK    | FRICTION WEAR MAT - 32" x 54", BLACK      | 10  | 80.00    | 124.00     | 1,240.00 |

## 714S352\_modified

Product line: KidsChoice; Age group: 5-12

### Components

| Part Number | Description                                 | Qty | Weight   | Unit Price | Total     |
|-------------|---|-----|----------|------------|-----------|
| 2015        | VIPER                                       | 1   | 1,450.00 | 10,450.00  | 10,450.00 |
| 7145029     | SQUARE DECK (ATTACHES TO 4 POSTS)           | 4   | 125.00   | 879.00     | 3,516.00  |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)     | 2   | 155.00   | 1,169.00   | 2,338.00  |
| 7145207     | HEPTAGON MEGA TWR 3-LEVEL(2', 8' & 14' DKS) | 1   | 3,000.00 | 21,406.00  | 21,406.00 |
| 71454943    | 5" OD X 124" POST (4' DECK)                 | 2   | 55.00    | 212.00     | 424.00    |
| 7145513     | 5" OD X 106" POST (2'6" DECKS OR LESS)      | 2   | 60.00    | 189.00     | 378.00    |
| 714553      | 5" OD X 160" POST (5'6" TO 6'6" DECKS)      | 2   | 90.00    | 314.00     | 628.00    |
| 7145533     | 5" OD X 160" POST (5'6" TO 6'6" DECKS)      | 2   | 90.00    | 271.00     | 542.00    |
| 7145543     | 5" OD X 178" POST (7' TO 8' DECKS)          | 4   | 100.00   | 302.00     | 1,208.00  |
| 714555      | 5" OD X 76" POST FOR FENCING & PANELS       | 2   | 50.00    | 163.00     | 326.00    |
| 7145723     | 5" OD X 144" POST FOR ROOF (3' DKS OR LESS) | 6   | 85.00    | 224.00     | 1,344.00  |
| 7146058     | TREE-O CLIMBER (8' DECK)                    | 1   | 180.00   | 1,568.00   | 1,568.00  |
| 714616      | POST CLIMBER                                | 2   | 10.00    | 83.00      | 166.00    |
| 7146861     | ALTA GLIDE INCLUSIVE GLIDER (1' DECK)       | 1   | 2,500.00 | 14,453.00  | 14,453.00 |
| 71471510    | SIGN LANGUAGE PANEL                         | 1   | 45.00    | 1,063.00   | 1,063.00  |
| 71471511    | SPANISH PANEL                               | 1   | 45.00    | 620.00     | 620.00    |
| 7147238     | MONKEY VINES FOR 8' BURMA BRIDGE            | 1   | 100.00   | 1,428.00   | 1,428.00  |



|            |   |   |          |          |          |
|------------|---|---|----------|----------|----------|
| 7147239    | 8' BURMA BRIDGE                               | 1 | 240.00   | 2,761.00 | 2,761.00 |
| 714724     | UPHILL CLIMBER (6'6" & 8' DECK)               | 1 | 185.00   | 1,453.00 | 1,453.00 |
| 714742141  | 30" ID TUBE SLIDE STRAIGHT (14' DECK)         | 1 | 1,200.00 | 6,980.00 | 6,980.00 |
| 714742143R | 30" ID "S" TUBE SLIDE RH (14' DECK)           | 1 | 1,300.00 | 6,098.00 | 6,098.00 |
| 71475728   | SLOPED CLIMBING WALL (8' DECK)                | 1 | 250.00   | 2,654.00 | 2,654.00 |
| 7147632    | TIC-TAC-TOE PANEL                             | 1 | 50.00    | 1,031.00 | 1,031.00 |
| 7147716S   | DUPLI-GATOR SLIDE (6' & 6'6" DECK)            | 1 | 320.00   | 3,557.00 | 3,557.00 |
| 7147721    | BONGO PERCH (STATIONARY)                      | 5 | 15.00    | 178.00   | 890.00   |
| 714782     | CRUNCH STATION                                | 1 | 5.00     | 94.00    | 94.00    |
| 714796P1   | BELL (POST MOUNT)                             | 1 | 10.00    | 141.00   | 141.00   |
| 714811     | HANDHOLD FOR TRANSFER DECK (1' OR 1'6" DK)    | 1 | 30.00    | 285.00   | 285.00   |
| 7148135    | DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)        | 5 | 35.00    | 410.00   | 2,050.00 |
| 7148156    | LOOK-OUT LADDER (6'6" DECK)                   | 1 | 100.00   | 702.00   | 702.00   |
| 714816     | WALL ENCLOSURE                                | 2 | 45.00    | 473.00   | 946.00   |
| 7148171B   | LOOP SEAT                                     | 1 | 35.00    | 398.00   | 398.00   |
| 7148258S   | SCALE-N-SLIDE SLIDE (8' DECK)                 | 1 | 525.00   | 2,241.00 | 2,241.00 |
| 7148301    | FULL WALL ENCLOSURE W/SEAT                    | 1 | 80.00    | 987.00   | 987.00   |
| 71483012   | FULL WALL ENCLOSURE                           | 2 | 60.00    | 729.00   | 1,458.00 |
| 7148302    | UPPER ENCLOSURE FOR TUBE SLIDE                | 2 | 40.00    | 584.00   | 1,168.00 |
| 7148306    | LEAN OUT ENCLOSURE                            | 2 | 125.00   | 1,234.00 | 2,468.00 |
| 7148496    | OBSERVATION DECK W/EXTENDED STEERING WHEEL    | 1 | 110.00   | 1,084.00 | 1,084.00 |
| 71485169   | SQ TRANSFER POINT W/CLD HR (6' & 6'6" DK)     | 1 | 450.00   | 4,148.00 | 4,148.00 |
| 7148626    | ROOF FOR HEXAGON DECK, PERF STEEL             | 1 | 540.00   | 3,099.00 | 3,099.00 |
| 7148627    | ROOF FOR HEPTAGON DECK, PERF STEEL            | 1 | 750.00   | 4,494.00 | 4,494.00 |
| 7148627C   | CUPOLA TOP W/PERF STL - 7148627 HEPT ROOF     | 1 | 90.00    | 969.00   | 969.00   |
| 714875     | BUBBLE PANEL                                  | 1 | 50.00    | 788.00   | 788.00   |
| 71487530   | LOOK-OUT BUBBLE PANEL 30 DEGREE               | 1 | 55.00    | 814.00   | 814.00   |
| 7149145    | HORIZONTAL "L" LADDER (ONLY)                  | 1 | 50.00    | 621.00   | 621.00   |
| 714920595  | 12' RAMP GRND TO DECK 1:12, W/OUT PST, OPN HR | 1 | 420.00   | 3,319.00 | 3,319.00 |
| 714920A    | ADA RAMP EXTENSION PLATE FLAT (SMALL)         | 1 | 20.00    | 314.00   | 314.00   |
| 71492159   | 12' RAMP DECK TO DECK 1:12, OPEN HNDRL        | 1 | 395.00   | 2,952.00 | 2,952.00 |
| 7149753    | CHIME PANEL                                   | 1 | 50.00    | 2,223.00 | 2,223.00 |
| 7149922    | LOOKOUT TOWER                                 | 1 | 50.00    | 827.00   | 827.00   |
| 7149939    | ADA STAIRS BTWN DECKS W/1'6" RISE             | 1 | 180.00   | 2,341.00 | 2,341.00 |
| 714994B    | FUN FONES ABOVE DECK TO GROUND                | 1 | 100.00   | 988.00   | 988.00   |
| 714999     | CUSTOMER SERVICE KIT                          | 1 | 0.00     | 0.00     | 0.00     |
| 9461       | SURFER  | 1 | 65.00    | 577.00   | 577.00   |

## PlayArea\_3

Product line: TotsChoiceX; Age group: 2-5

### Components

| Part Number | Description                                   | Qty | Weight   | Unit Price | Total    |
|-------------|---|-----|----------|------------|----------|
| 7045039     | 1/2 HEX FULL DECK ATTACH TO (4) 3-1/2" POSTS  | 2   | 150.00   | 1,166.00   | 2,332.00 |
| 704623S     | BIG TIMBER BEAR PAW CLIMBER (4' DECK)         | 1   | 115.00   | 1,003.00   | 1,003.00 |
| 7046384     | GROOVE II SLIDE (4' DECK)                     | 1   | 150.00   | 1,437.00   | 1,437.00 |
| 70467549    | 5'2" TYPHOON SLIDE 270 DEG (4' DECK)          | 1   | 1,000.00 | 4,042.00   | 4,042.00 |
| 7048172B    | BENCH PANEL (BELOW DECK)                      | 1   | 50.00    | 864.00     | 864.00   |
| 7048172B    | BENCH PANEL (BELOW DECK)                      | 1   | 50.00    | 864.00     | 864.00   |
| 70485149    | SQUARE TRANSFER POINT W/CLOSED HR (4' DK)     | 1   | 285.00   | 2,824.00   | 2,824.00 |
| 7048626     | ROOF FOR HEXAGON DECK, PERF STEEL             | 1   | 540.00   | 3,097.00   | 3,097.00 |
| 70486725    | TWISTED VINE CLIMBER (5' DECK)                | 1   | 90.00    | 944.00     | 944.00   |
| 704900      | WALL ENCLOSURE W/STEERING WHEEL               | 1   | 45.00    | 560.00     | 560.00   |
| 718573      | 3 1/2" OD X 162" POST FOR ROOF (3'6" TO 5'DK) | 6   | 50.00    | 163.00     | 978.00   |
| 8181        | BOULDER CLIMBING TUNNEL                       | 1   | 400.00   | 3,582.00   | 3,582.00 |
| 960         | LUCKY THE LADYBUG "C" SPRING RIDER            | 1   | 245.00   | 1,293.00   | 1,293.00 |

4/20/2018

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QUOTE: R0098182002

## PlayArea\_4

| Part Number | Description                                  | Qty | Weight | Unit Price | Total    |
|-------------|--|-----|--------|------------|----------|
| 44012R      | 6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB | 72  | 35.00  | 64.00      | 4,608.00 |
| 4403R       | MIRACLE TIMBER OPENING KIT-RECYCLED BLK      | 1   | 30.00  | 217.00     | 217.00   |
| 7147342     | SAFETY PANEL AGES 2-12, FREE STANDING        | 1   | 60.00  | 259.00     | 259.00   |

## Biba\_Included

| Part Number | Description                    | Qty | Weight | Unit Price | Total |
|-------------|--------------------------------|-----|--------|------------|-------|
| 9991Z       | BIBA ENTRY SIGN (NO PRICE)     | 1   | 45.00  | 0.00       | 0.00  |
| 9992Z       | BIBA 6 POST MARKERS (NO PRICE) | 1   | 10.00  | 0.00       | 0.00  |

## Parts By Other

| Part Number | Description  | Qty | Weight | Unit Price | Total     |
|-------------|--|-----|--------|------------|-----------|
| R20MGR612   | Rubber Wear Mat for Merry-Go-Round                 | 1   | 0.00   | 1,800.00   | 1,800.00  |
| Sidewalk    | concrete   | 1   | 0.00   | 2,000.00   | 2,000.00  |
| Wabash      | (4) 6' bench w/ back SG303P & (1) trash receptacle | 1   | 0.00   | 3,180.55   | 3,180.55  |
| Valley      | LR300P w/ dome lid - delivered & installed         |     |        |            |           |
| Wood Mulch  | 400 cu yds playground certified mulch              | 1   | 0.00   | 16,000.00  | 16,000.00 |

## Totals:

|                       |                           |
|-----------------------|---------------------------|
| Equipment Weight:     | 27,210.00 lbs             |
| Equipment List:       | \$167,004.00              |
| Discount Amount:      | -\$41,385.75              |
| Equipment Price:      | \$125,618.25              |
| Freight:              | \$0.00 Code: NJPA Prepaid |
| Installation:         | \$50,101.20               |
| Products by Other:    | \$22,980.55               |
| SubTotal:             | \$198,700.00              |
| Estimated Sales Tax*: | \$0.00                    |
| Grand Total:          | \$198,700.00              |

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## Notes:

Proposal does not include the removal of any existing play equipment. Pricing available upon request.

**ROCK CLAUSE:** Rocky digging conditions will add \$75/man-hour plus extra equipment expenses. Customer will be notified if unusually rocky conditions are encountered by installer and will need to approve any additional charges.

Proposal per Miracle Recreation's NJPA cooperative contract #030117-LTS guidelines.

### INSTALL - Conditions of normal operations:

Prices assume normal soil conditions and do not include rock excavation. Unless otherwise noted quote does not include prevailing wages, permits, state or local approvals, performance bond, engineering seals, soil testing, sub-grade drainage, security fencing, or landscaping. Work will require use of heavy equipment. Access to the work site must be available for skid steer loader type equipment. Expect some site disturbance to grounds in the performance of the project.

### Underground utility locations responsibility:

Our installers will notify Miss Utility to locate underground public utilities prior to the beginning of any excavation. These services only locate utilities belonging to the service provider. Any applicable underground utilities will be marked by Miss Utility of VA only up to the point of private ownership.

**It is the responsibility of the owner/contractor to identify and locate any privately owned underground utilities that are located in the area.** Any damages or repairs to private owned utilities are not the installer's responsibility if private utilities are not located. Installer down time due project delays caused by any non-located private utilities could result in back charges. If damage to utilities (public or private) is un-avoidable during the installation, another installation site or re-location of the utilities may be necessary to continue.



This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). To order, please submit P.O. made out to Miracle or sign below and return to your sales representative for order processing.

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:** R0098182002      **Quote Date:** 4/20/2018      **Equipment:** \$167,004.00      **Grand Total:** \$198,700.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

| <b>Submitted By</b>  | <b>Printed Name and Title</b> | <b>Date</b>  |
|--|-------------------------------|--------------|
| THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT |                               |              |
| <b>By:</b>   |                               | <b>Date:</b> |

**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 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

4/20/2018

Page 4 of 5

QUOTE: R0098182002

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.

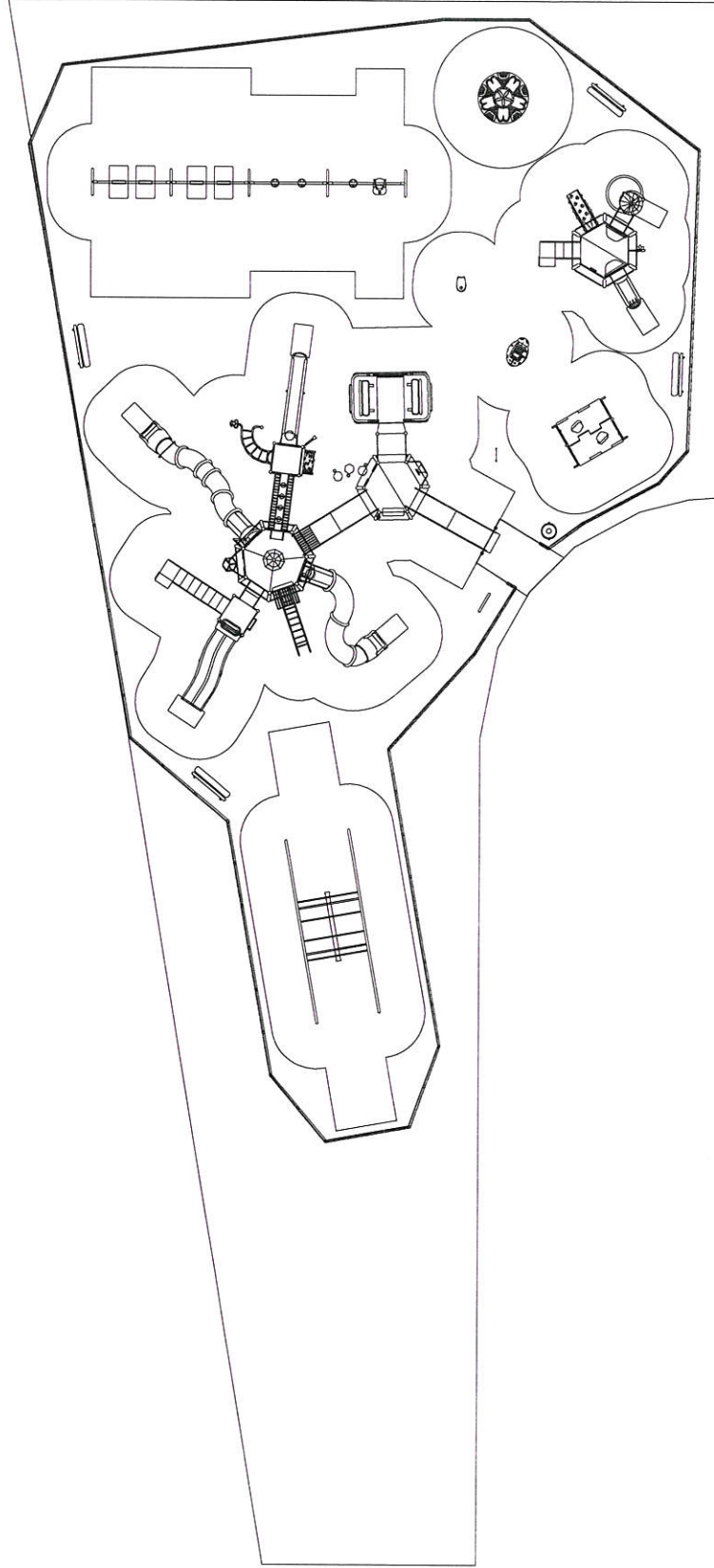
10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed 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

# Patriot Park - Proposal B.1 Spotsylvania County, VA

AGE GROUP: 5-12  
ELEVATED PLAY ACTIVITIES - TOTAL: 21  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 14 REGD 5  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 7 REGD 6  
GROUND LEVEL ACTIVITY TYPE: 5 REGD 4  
GROUND LEVEL QUANTITY: 5 REGD 4

AGE GROUP: 2-5  
ELEVATED PLAY ACTIVITIES - TOTAL: 5  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 3 REGD 3  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 2 REGD 3  
GROUND LEVEL ACTIVITY TYPE: 3 REGD 3  
GROUND LEVEL QUANTITY: 4 REGD 2



|  |   |   |   |
|--|---|---|---|
| <p><b>SITE CONCEPTS L.L.C.</b><br/>PHONE NO: (434) 823-2745<br/>FAX NO: (434) 823-2749<br/>GROUND SPACE: 133'-0" x 81'-6"<br/>PROTECTIVE AREA: 154'-6" x 90'-6"<br/>DRAWN BY: George Novay</p> | <p><b>R0098_43109259792</b><br/>COMPLIES TO ASTM/CPSC<br/>COMPLIES TO ADA</p> | <p>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 play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.</p> | <p>THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.</p> |
| <p>DATE: 1/10/2018</p>   | <p>COMPLIES TO ADA</p>  | <p>AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER &amp; AROUND ALL PLAY SYSTEMS</p>   | <p>THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.</p> |



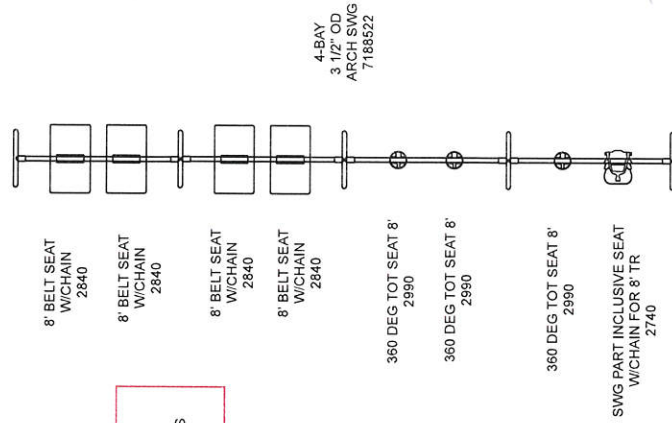
## Level 3



Miracle®

1/10/2018

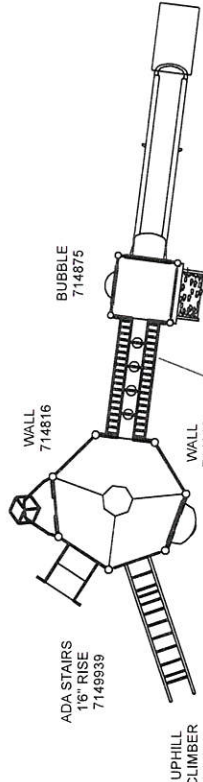
# Level 2



FRICTION WEAR MATS  
UNDER ALL  
BELT SEATS & SLIDE EXITS  
994167BK

HEPTAGON MEGA TOWER  
7145207

TREE-O  
CLIMBER  
7146058



SURFER  
9451



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



R0098\_43109259792

Spotsylvania County,

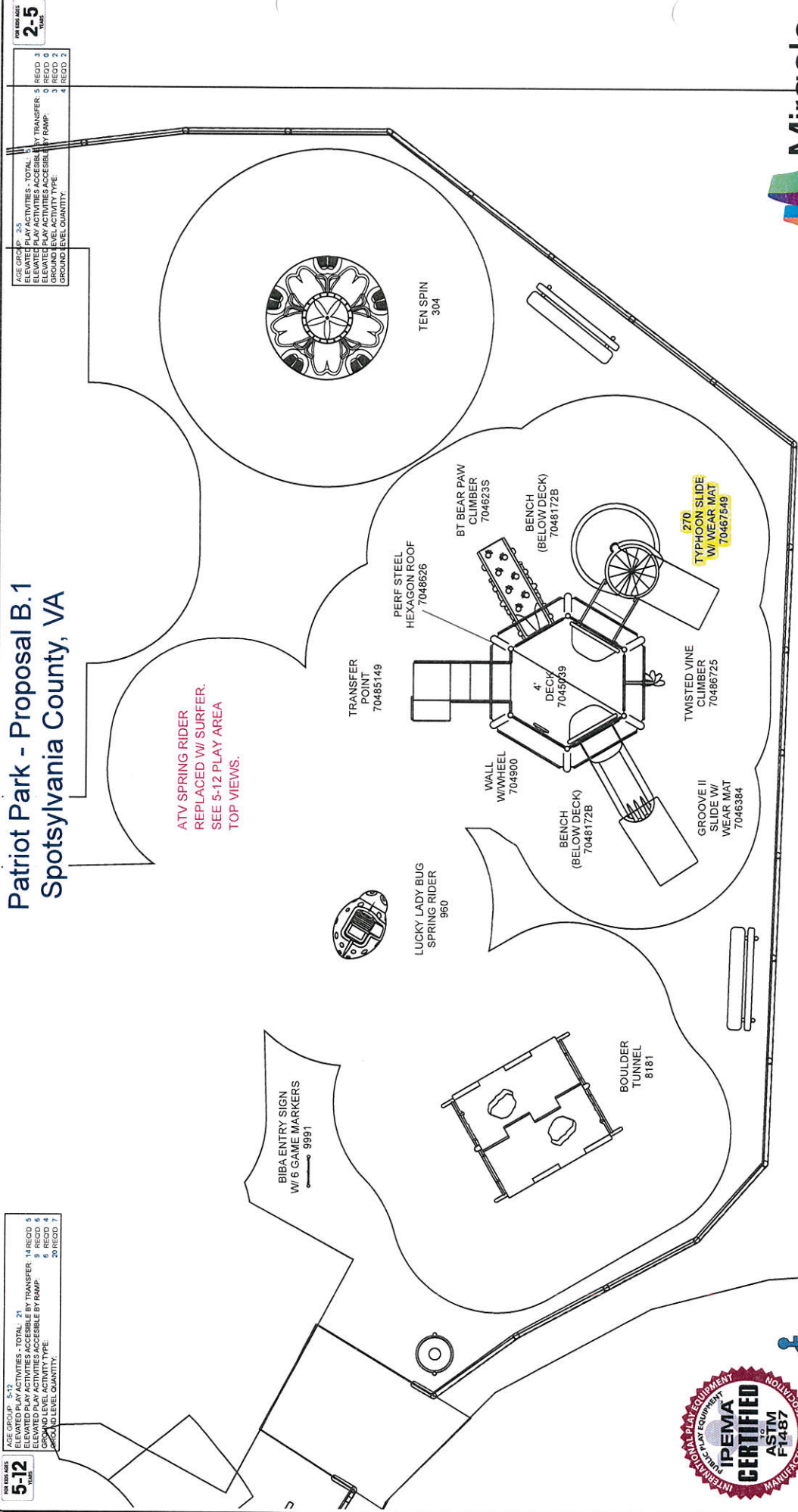
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SHEET: 2 OF 3

# Patriot Park - Proposal B.1 Spotsylvania County, VA

|   |                             |
|---|-----------------------------|
| USE GROUP: 5-12   | PLAY ACTIVITIES - TOTAL: 21 |
| ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 14 REQ'D 5 |                             |
| ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 6 REQ'D 6      |                             |
| GROUND LEVEL ACTIVITY TYPE: 20 REQ'D 4                      |                             |
| GROUND LEVEL QUANTITY: 20 REQ'D 7                           |                             |

|  |                            |
|--|----------------------------|
| USE GROUP: 2-5   | PLAY ACTIVITIES - TOTAL: 5 |
| ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 3 REQ'D 3 |                            |
| ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 2 REQ'D 2     |                            |
| GROUND LEVEL ACTIVITY TYPE: 4 REQ'D 2                      |                            |
| GROUND LEVEL QUANTITY: 4 REQ'D 2                           |                            |



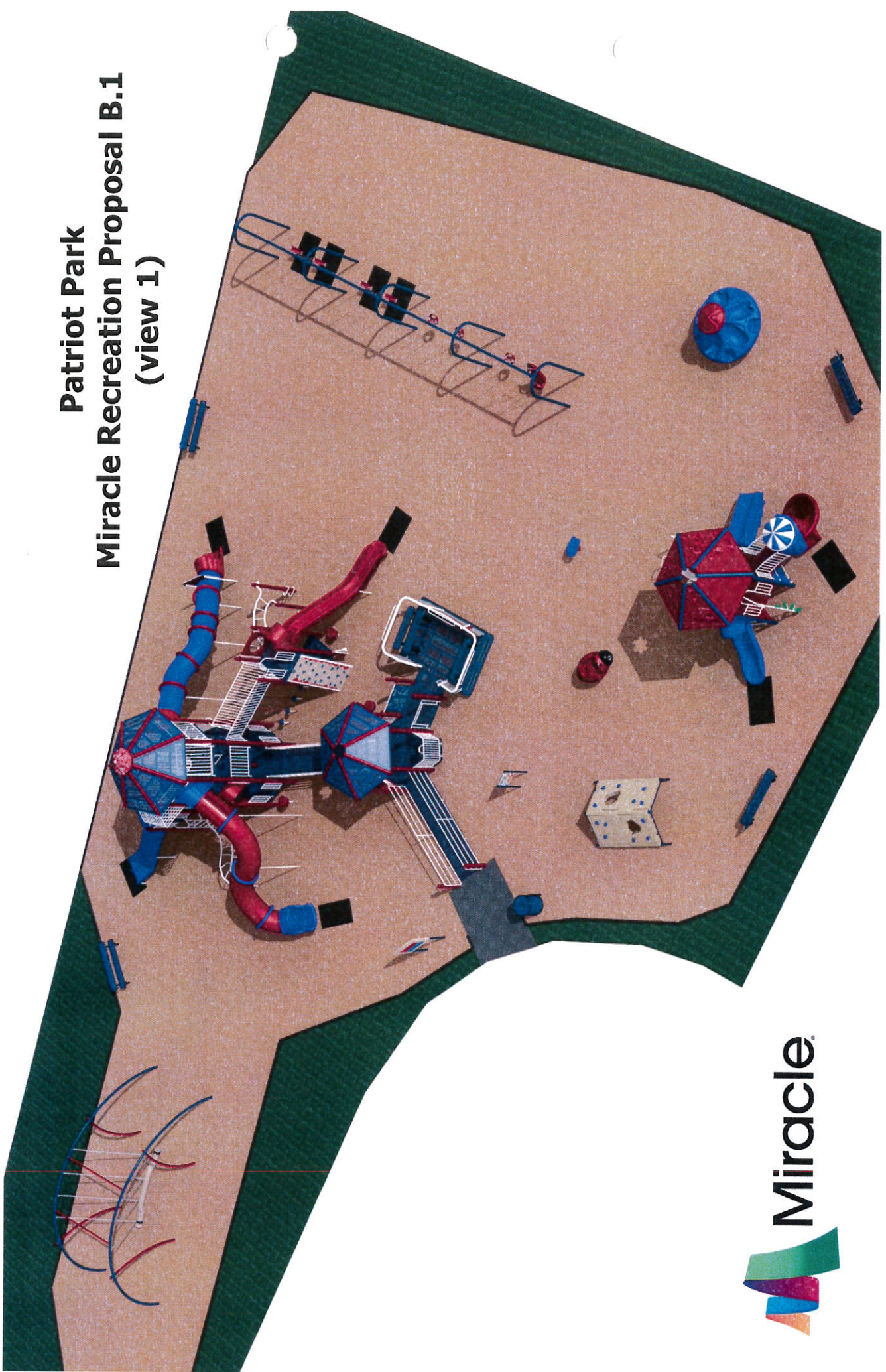
|   |  |   |  |  |  |
|---|--|---|--|--|--|
| <b>SITE CONCEPTS L.L.C.</b><br>PHONE NO: (434) 823-2745<br>CROZET, VA<br>FAX NO: (434) 823-2749 |  | <b>R0098_43109259792</b><br>COMPLIES TO ASTM/CPSC |  | THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487. |  |
| GROUND SPACE: 133'-0" x 81'-6"<br>PROTECTIVE AREA: 154'-6" x 90'-6"<br>DRAWN BY: George Novey   |  | DATE: 1/10/2018                                   |  | AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS   |  |

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



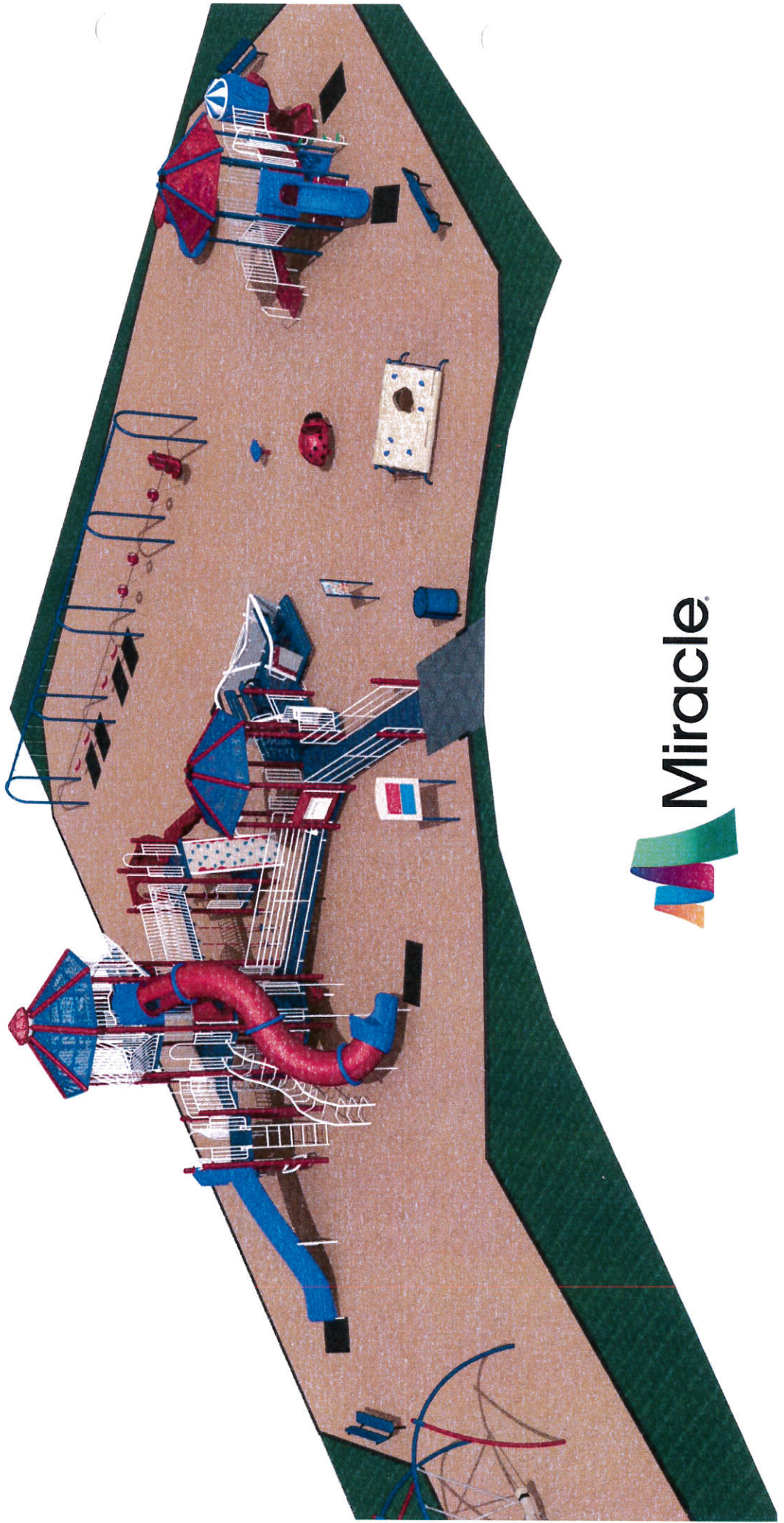


**Patriot Park  
Miracle Recreation Proposal B.1  
(view 1)**





**Patriot Park  
Miracle Recreation Proposal B.1  
(view 2)**





**Patriot Park  
Miracle Recreation Proposal B.1  
(view 3)**

