



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 4, 2021



To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Cooperative Purchasing Contract – Play Structure Replacement – Jaycee Park

History

- Jaycee Park is one of nine community parks in the City of Troy.
- The park is 43.6 acres in size.
- The initial park property was acquired in 1967 and expanded in 1980.
- Parking is provided for 200 vehicles.
- Other amenities found at the park are ball diamonds, soccer fields, sand volleyball, restrooms and a picnic shelter.
- The 2020-2024 Parks and Recreation Master Plan revealed that 98.9% of the respondents listed maintaining the existing recreation facilities as important or very important to their families.
- The 2020-2024 Parks and Recreation Master Plan also identified playground structures in the top 5 requests.
- The existing play structure has reached the end of its life, frequently requiring costly repairs.
- Replacement of existing safety surface with a natural turf-like safety surface providing 8' of fall protection.

Purchasing

- Pricing has been secured from *Miracle Midwest of Holly, MI*, based on the Sourcewell Purchasing Cooperative Contract #030117-LTS, for the materials, engineered drawings, delivery, and installation of the play structure (see attached rendering).
- Installation of the play structure is anticipated in the Spring of 2021.
- City Council authorized participation in the Cooperative Purchasing Program on November 9, 2020 (Resolution #2020-11-165-J-8).

Financial

Funds are budgeted and available in the Park Development Capital Project Fund under Project Number 2021C0049 for the 2021 Fiscal Year. Expenditures will be charged to account number 401.751.770.7974.040.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract to *Miracle Midwest of Holly, MI* for the Jaycee Park replacement playground structure as detailed in the attached quote #12072020kja and as per the Sourcewell Cooperative Purchasing Contract #030117-LTS for an estimated total cost of \$137,152 and a 10% contingency, not to exceed budgetary limitations.



CALL 800.722.8546

MiracleMidwest.com

Now Serving
Michigan, Indiana,
& Ohio!

QUOTATION 12072020kja

TO: City of Troy
Attention: Dennis Trantham
500 W. Big Beaver
Troy, Mi 48084

DATE: December 7, 2020
SUBJECT: Jaycee Park Option 1
QUOTE FIRM: 30 Days
DELIVERY TIME ARO: 8 weeks

Ph: 1-586-219-7461

Fax:

Email:

PRICES QUOTED: F.O.B: JOBSITE

TERMS: **ORDER CANNOT BE PLACED WITHOUT A SIGNED QUOTE OR PURCHASE ORDER. ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.** ORDER IS NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER OR LETTER OF PURCHASE. OTHERS NEED IRREVOCABLE LETTER OF CREDIT WITH PURCHASE ORDER. UNSATISFACTORY/NO CREDIT HISTORY: PAYMENT WITH ORDER.

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
----------	--------	-------------	-------------

Miracle Drawing Option MMW200360A - Sourcewell Customer Number #120130

Miracle MMW 200360A – Structure #714S633J	\$47,999.00
7188522 2 bay arch swing w/ 2 belt, 1 tot and 1 generation seat	\$ 3,785.00

Equipment Sub Total	\$51,784.00
Miracle Discount	\$15,352.00
Total Equipment Cost	\$36,432.00
Freight	\$ 3,000.00

Total Equipment Cost	\$39,432.00
Sourcewell #120130	

Saf' Play Services – NOTE: Site Prep by customer (removal of equipment, excavation, Sidewalk or curb boarder)

Installation of Miracle Drawing MMW200360A	\$ 20,875.00
Take Delivery and unload at job site	\$ 500.00

Total Cost:

\$ 21,375.00

Forever Lawn

***4,515 sq feet Turf Safety Surfacing for 8' fall height, w/
Stone base and installation***

\$ 76,345.00

Total Project Cost

\$137,152.00

Thank you for the opportunity to provide this quotation.

Signed: Kimberly J. Alexander
Miracle Midwest

PLEASE NOTE THE FOLLOWING:

A Sales and Use Tax form is attached if applicable. Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current form is not on file in our office.

A Miracle Credit Application may be required and must be completed and returned before your order is placed. If credit is not issued, Cash in Advance is required with order.

Orders over \$5,000 will require a Purchase Order before they will be placed.

ORDERS OVER \$10,000.00 MAY REQUIRE 50% DEPOSIT BEFORE ORDER IS RELEASED.

See top of quote for terms

- ✓ This quote is to supply the equipment listed above only. Any other contractual requirements/needs are the responsibility of the contractor.
- ✓ Due to fluctuating fuel and steel prices, quotes are valid for only 30 days. After 30 days, cost is only an estimate and actual charges may differ.
- ✓ Price was quoted site unseen, it assumes the site is reasonably flat
- ✓ PLEASE DO NOT INSTALL Safety Surfacing or Edging until AFTER your play equipment has been installed
- ✓ PLEASE Add Sales Tax if appropriate or fax a copy of your Tax Exempt CERTIFICATE with Order
- ✓ THIS QUOTE **DOES NOT** INCLUDE:
 - ✓ Equipment, Services, Materials not specifically noted above
 - ✓ Removal of soils/excess excavated materials from site
 - ✓ Dewatering/excess water removal from footings, excavations, or any other installation processes where excess water may be present
 - ✓ Drainage Material for play area – aggregate for turf only
 - ✓ Accessible route to new play area
 - ✓ Supply of new topsoil, seeding, landscaping or site restoration
 - ✓ Demolition, removal OR disposal of existing equipment or debris
 - ✓ Any permits, if required
 - ✓ Repair of any utilities/irrigation system not marked by Miss Dig or the owner
 - ✓ Testing of soil conditions

Performance Bonds

NOTE: YOUR PLAYGROUND IS NOT ADA COMPLIANT UNLESS YOU HAVE ADA COMPLIANT SAFETY SURFACING. SAFETY SURFACING IS REQUIRED UNDER & AROUND ALL PLAYGROUND EQUIPMENT.

INSTALLATION PRICES ASSUME NORMAL SOIL CONDITIONS AND DO NOT INCLUDE ROCK EXCAVATION, TREE TRUNK EXCAVATION, ASPHALT OR CONCRETE REMOVAL. IF ANY SUCH MATERIAL IS DISCOVERED AT A PROJECT SITE A REMOVAL FEE WILL BE ASSESSED.

PLEASE READ CAREFULLY FOR ANY RETRO-FIT PROJECTS:

Adding these updated components to this structure increases the compliance of this equipment. However, this equipment was manufactured prior to current CPSC/ASTM guidelines/standards and therefore we cannot bring every item on the equipment to current guidelines/standards.

MMW Backcharge Policy:

Miracle Midwest (MMW) and it's represented equipment manufacturers will not be responsible for any back charges without prior written authorization based on a submitted written quotation for any work the contractor /customer deems necessary, including but not limited to alterations, removals, repair, painting and /or reinstallation of any product purchased through Miracle Midwest for any of its manufacturers/suppliers.

Any individual/contractor/company proceeding without written approval by MMW and or the manufacturer will assume all financial responsibility for incurred expenses & liability for any changes to the product & the project.

I hereby authorize Miracle Midwest to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the truck. I agree with the Payment terms listed above. Non-taxable customers will provide proper tax exemption certificate.

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 Miracle Recreation Equipment, 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.

To confirm this order, please sign, complete all information below and fax to us at 517-349-1911 OR email to jeff.martinson@playpower.com

Signature _____

Date _____

Print this address on your PO, send quote/P.O. to fax number/email listed above.

P.O. to Miracle Recreation Equipment Co.
878 Hwy 60, Monett, MO 65708
(Required for orders over \$5,000)

PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):

SHIP TO ADDRESS:

INVOICE TO ADDRESS:

END USER ADDRESS:

DELIVERY	INVOICING	END USER
CONTACT: _____	CONTACT: _____	CONTACT: _____
PHONE #: _____	PHONE #: _____	PHONE #: _____
E-MAIL: _____	E-MAIL: _____	E-MAIL: _____

MIRACLE COLOR CHOICES (COLOR CHOICES CAN BE FOUND IN THE BACK OF THE CATALOG):

(ADJUST AS NECESSARY- THIS NOTE IS NOT FOR CUSTOMER)

POSTS: _____	SLIDES: _____
DECKS: _____	_____
RAILS/CLIMBERS: _____	_____
ROOFS: _____	_____
PANELS: _____	BARREL: _____
_____	CANOPY: _____

IMPORTANT: PLEASE FAX OR EMAIL ALL PAGES OF QUOTE WHEN CONFIRMING ORDER.

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY (dba MIRACLE MIDWEST).

By: _____	Date: _____
-----------	-------------

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 Miracle Recreation Equipment, 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.

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.

Please return all pages of this quote upon ordering.

Thank You!





Jaycee Park - Option #1 - View 1
Troy, MI
MMW200360A





Jaycee Park - Option #1 - View 2
Troy, MI
MMW200360A





Jaycee Park - Option #1 - View 3
Troy, MI
MMW200360A





Jaycee Park - Option #1 - View 4

Troy, MI

MMW200360A



AREA: 4,250 SQ.FT.
PERIMETER: 261'

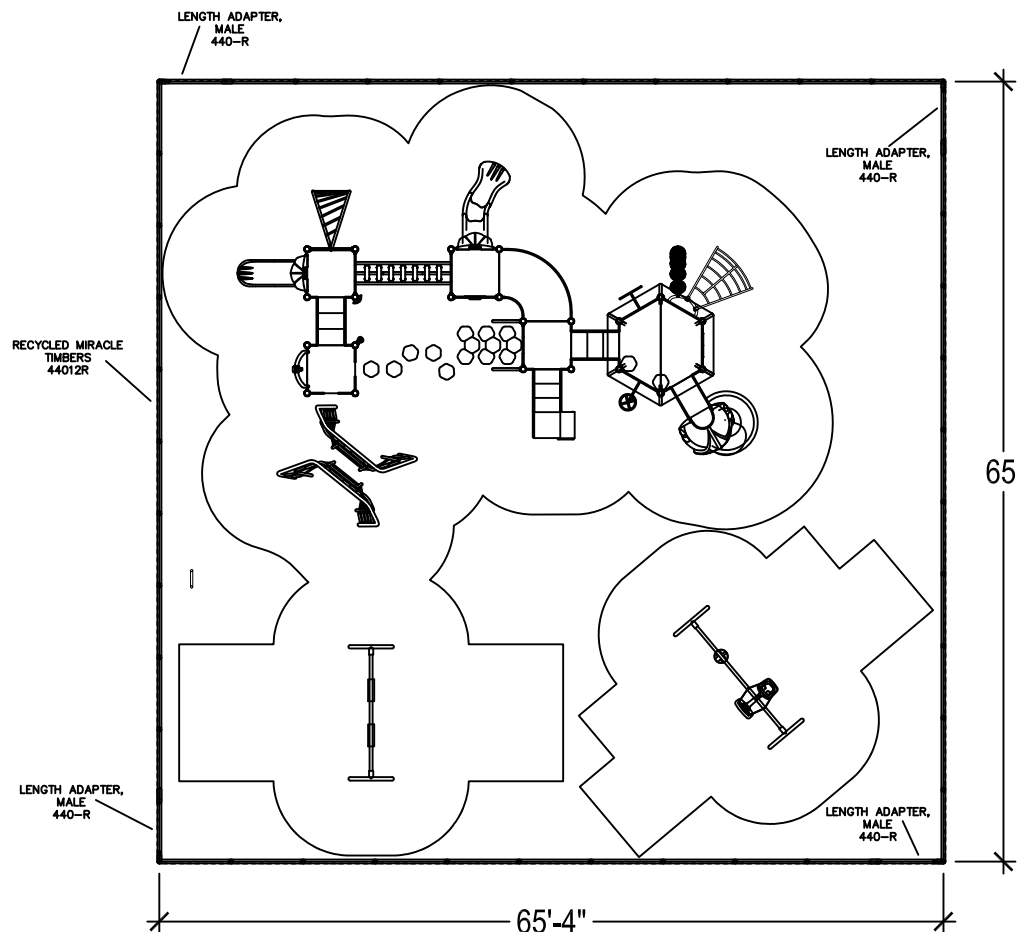
The information provided is for
estimation purposes only.

JAYCEE PARK - OPTION #1 - OVERALL LAYOUT CITY OF TROY, MI

5-12 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	14	REQ'D	7
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	14	REQ'D	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE	5	REQ'D	3
GROUND LEVEL ACTIVITY QUANTITY	7	REQ'D	5

Play Area Capacity: 130 - 140



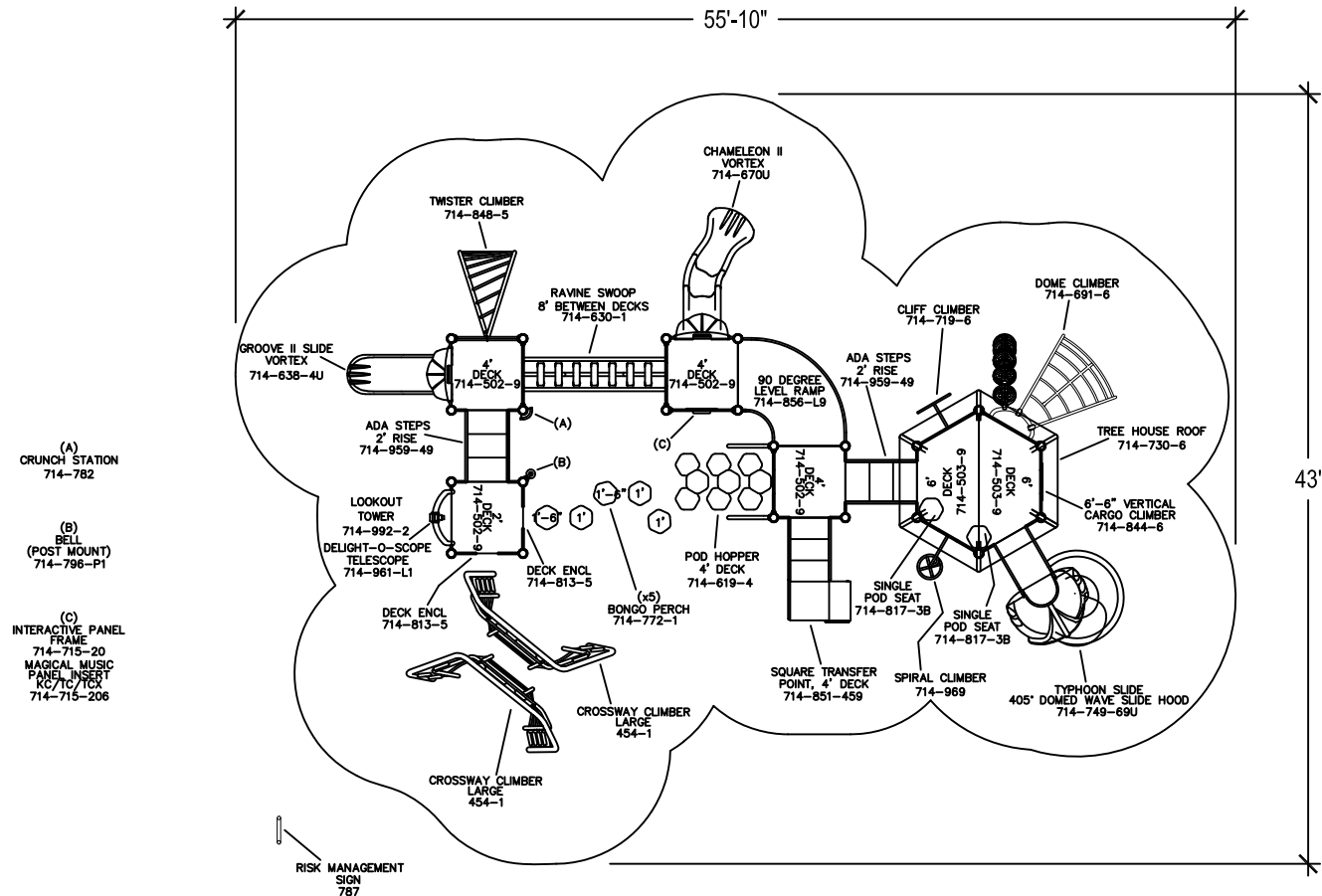
To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	MMW200360A-1A-1	✓	COMPLIES TO CPSC	DESIGNED FOR AGES 5-12	SCALE: 1/16" = 1'-0"
	GROUND SPACE: PROTECTIVE AREA:	✓	COMPLIES TO ASTM		
		✓	COMPLIES TO ADA	ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE TYPE: 0 QUANTITY: 0	DATE: 12.02.2020 BDS

JAYCEE PARK - OPTION #1 - PLAY EQUIPMENT DETAILS

CITY OF TROY, MI



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.

MMW200360A-1A-2

GROUND SPACE: N/A
PROTECTIVE AREA: NOTED

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR
AGES
5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE
ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:
0

QUANTITY:
0

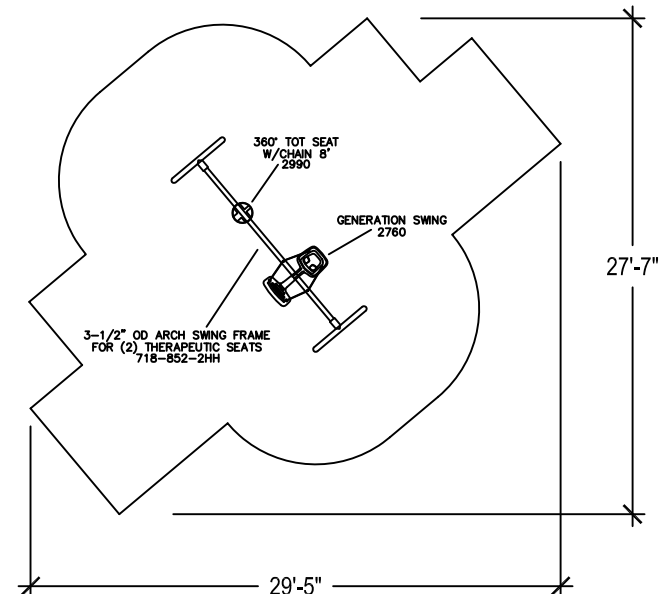
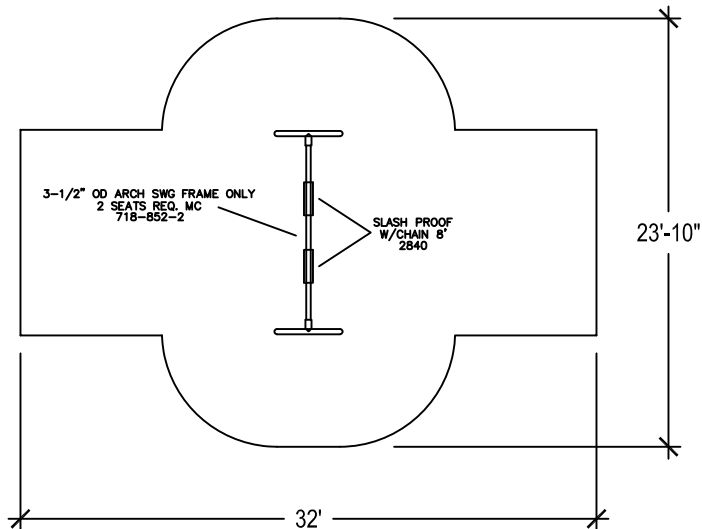
SCALE: 3/32" = 1'-0"

DATE: 12.02.2020

BDS

JAYCEE PARK - OPTION #1 - PLAY EQUIPMENT DETAILS

CITY OF TROY, MI



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.

MMW200360A-1A-3

GROUND SPACE: N/A
PROTECTIVE AREA: NOTED

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR
AGES
5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE
ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:
0

QUANTITY:
0

SCALE: 3/32" = 1'-0"

DATE: 12.02.2020

BDS