



Metro Recreation Inc.
4907 Camden Place North
Jefferson, MD 21755

Representing Miracle Recreation



Prepared For:

James Smith
Louisa County Parks, Rec & Tourism
PO Box 864
Louisa, VA 23093
(540) 967-4421 (phone)
JSmith@louisa.org

Project Name & Location:

Proposal C.1
Attn: Betty Queen Center

Prepared by:

George Novey for Miracle Recreation
Metro Recreation - Northern VA Office
(757) 618-3711 (phone)
george@metrorecreation.com

Quote Number: OE25014313
Quote Date: 5/1/2026
Valid For: 30 Days From Quote Date

Freestanding

Product line: Freestanding; Age group: 5-12_ASTM

Global defaults

Accent	BLUE
Accent 01	BLUE
Accent 02	BLUE
Post - FS	BLUE
Rockite	RED
Rockite Orb 01	TROPICAL YELLOW
Rockite Orb 02	FOREST GREEN
Rockite Orb 03	RED
Rockite Orb 04	TROPICAL YELLOW
Rockite Orb 05	FOREST GREEN
Rockite Orb 06	TROPICAL YELLOW
Rockite Orb 07	FOREST GREEN
Rockite Orb 08	RED
Rockite Orb 09	TROPICAL YELLOW
Rockite Orb 10	FOREST GREEN
Touch Up Paint	BLUE

Components

Part Number	Description	Qty	Weight	Unit Price	Total
4551	DOME CLIMBER W/ORBS FS	1.00	700.00	10,103.00	10,103.00
7147721	BONGO PERCH (STATIONARY)	3.00	15.00	313.00	939.00
8021549	VIPPY SEE SAW	1.00	655.00	2,067.00	2,067.00
925920Z	TOUCH UP PAINT KIT	1.00	0.00	0.00	0.00
947	BARREL RIDE	1.00	125.00	3,184.00	3,184.00

Monkey Bars

Product line: KidsChoice; Age group: 5-12_ASTM

Global defaults

Accent	TROPICAL YELLOW
Accent Climber	TROPICAL YELLOW

Clamp	BLUE
Clamp 02	BLUE
Panel	BLUE-WHITE-BLUE
PlayShade Std Fabric	Royal Blue Std Fabric
Post	BLUE
Post 02	BLUE
PVC	BLUE
Rockite 01	RED
Rockite 02	FOREST GREEN
Rockite 03	TROPICAL YELLOW
Rockite 04	TROPICAL YELLOW
Rockite 05	RED
Rockite 06	FOREST GREEN
Rockite w/Hole 01	RED
Rockite w/Hole 02	FOREST GREEN
Rockite w/Hole 03	TROPICAL YELLOW
Rockite w/Hole 04	RED
Rockite w/Hole 05	FOREST GREEN

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7145503	5" OD X 206" POST FOR 3' DK W/TOPPER	2.00	90.00	670.00	1,340.00
7145523	5" OD X 136" POST (3' TO 5' DKS)	8.00	75.00	399.00	3,192.00
7145533	5" OD X 160" POST (5'6" TO 6'6" DKS)	1.00	90.00	476.00	476.00
714616	POST CLIMBER	9.00	10.00	149.00	1,341.00
71466723	PHYZICS BUTTRESS PANEL CLIMBER	1.00	180.00	3,258.00	3,258.00
714672	PLAYCOVER UMBRELLA 12', STANDARD FABRIC	2.00	170.00	4,173.00	8,346.00
7147225	8' SERPENT TREK (ONLY)	1.00	95.00	1,549.00	1,549.00
71477325	BONGO JUNGLE CLIMBER 2', FS W/OUT POST	1.00	200.00	5,309.00	5,309.00
7148435	CHINNING BAR (ONLY)	1.00	10.00	245.00	245.00
714845645	CARGO CLIMBER-OVER 4'W, TR 6'6" H	1.00	50.00	1,090.00	1,090.00
714864C5	270 DEG HANDRING OH CLIMBER (ONLY)	1.00	200.00	2,063.00	2,063.00

RiskSign_Included

Product line: Freestanding

Global defaults

Post - FS BLUE

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
Borders & Wear Mat	black plastic borders and rubber wear mat under spinner - delivered & installed	1	0.00	3,388.00	3,388.00
Wood Mulch	playground certified wood mulch surfacing - delivered & installed	1	0.00	4,950.00	4,950.00

Totals:

Equipment Weight:	3,560.00 lbs
Equipment List:	\$44,502.00
Discount Amount:	-\$10,680.48
Equipment Price:	\$33,821.52
Products Subtotal:	\$33,821.52
Freight:	\$2,252.77 Code: Needed
Installation:	\$14,384.00
SubTotal:	\$50,458.29
Estimated Sales Tax*:	\$0.00
Products by Other:	\$8,338.00
Grand Total:	\$58,796.29

Notes:

- Proposal more than meets Miracle Recreation's Sourcewell Cooperative Contract discount guidelines.
- Proposal does not include the following scopes:
 - excavation
 - grading
 - drainage
 - fencing
 - walkways
 - other site work not called out in quote above.

ROCK CLAUSE: Rocky digging conditions may add additional charges and equipment expenses. Customer will be notified if unusually rocky conditions are encountered by installer and customer will need to approve any additional charges before work resumes.

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. Sales Representative is not authorized to sign this Quote on behalf of Metro Recreation Inc. 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 "Metro Recreation Sales Administration" via email @metrorecreation.com.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Metro Recreation objects to any other terms proposed by the Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Metro Recreation to ship the Equipment and agrees to pay Metro Recreation Inc. the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Metro Recreation. Payment terms are Net-30 days from invoice date with Purchase Order from a government entity. All non-government agencies require 50% deposit with order and balance due upon delivery or completion. Charges are due and payable in full at 4907 Camden Place N. Jefferson MD 21744 unless notified otherwise by Metro Recreation in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Metro Recreation 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 Metro Recreation Inc.

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

Submitted By

Printed Name and Title

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 Metro Recreation 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 Metro Recreation Inc. of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorney's fees plus any costs of collection incurred by Metro Recreation Inc. in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Metro Recreation 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 Metro Recreation within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. METRO RECREATION INC. MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. METRO RECREATION 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 METRO RECREATION INC. 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 MIRACLE'S 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 Metro Recreation Inc., and Metro Recreation Inc. hereby reserves a purchase money security interest in, the Equipment 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 Metro Recreation Inc. shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Maryland 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 Frederick, Maryland.

7. Title; Risk of Loss; Insurance. Metro Recreation Inc. Retains full title to all Equipment until full payment is received by Metro Recreation Inc. 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. Metro Recreation may waive a default hereunder, or under any invoice or other agreement between Customer and Metro Recreation, 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 Metro Recreation 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 Metro Recreation 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

4/30/2026

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