

DEPOSIT INVOICE



Ship To: Mideastern Construction
3961 S Military Hwy
Chesapeake, VA 23321
757-404-8773 (phone)
ATTN: Arthur Luce
mideastern52@gmail.com

Sold To: Chesapeake Bay Management Inc.
603 Pilot House Drive, Suite 300
Newport News, VA 23606
757-534-7751 (phone)
ATTN: Nikki Timmons
ntimmons@lcbm.com

MIRACLE RECREATION
PO BOX 734154
DALLAS, TX 75373-4154

ISO 9001 Certified

FED. I.D. 43-1595099
Phone 417-235-6917

Work Order	Customer Order	Sold By	Customer	Invoice Date	Invoice No.
MR00704544	*	Site Concepts LLC	2360B05	07/12/2023	704544-1
QTY	Model No.	Description	Unit Price	Ext Price	
1		PLAYGROUND EQUIPMENT	28,511.50	28,511.50	

*** DEPOSIT INVOICE ***

SUB-TOTAL SALES AMOUNT: \$ 28,511.50

TOTAL BALANCE \$ 28,511.50

Special Instructions/Customer Notes:

Invoice is not final and is for prepay or deposit purposes.

TERMS OF SALE: Due on Receipt

1.25% CHARGE PER MONTH FOR PAST DUE INVOICES - PLEASE ENCLOSE DUPLICATE COPY OF THIS INVOICE WITH PAYMENT

MIRACLE RECREATION
PO BOX 734154
DALLAS, TEXAS 75373-4154

For questions/invoice copies, please email accounts.receivable@playpower.com and include your customer number in the subject line.



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

QUOTE: R0096231046

Project: R0096_45037663015_01

Prepared For:

Nikki Timmons
Chesapeake Bay Management Inc.
603 Pilot House Drive, Suite 300
Newport News, VA 23606
757-534-7751 (phone)
ntimmons@1cbm.com

Project Name & Location:

Attn: Steeple Chase HOA
Steeple Chase Lane
Suffolk VA 23435

Prepared by:

Site Concepts LLC
Mike Young
4240 Portsmouth Blvd
Chesapeake, VA 23321
757-646-4091 (phone)
336-790-4775 (fax)
mike@siteconceptsva.com

Ship To Address:

Arthur Luce
Mideastern Construction
3961 S Military Hwy
Chesapeake, VA 23321
757-404-8773 (phone)
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End User:

Nikki Timmons
Chesapeake Bay Management
Inc.
603 Pilot House Drive, Suite
300
Newport News, VA 23606
757-534-7751 (phone)
ntimmons@1cbm.com

Quote Number: R0096231046
Quote Date: 6/5/2023
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: Freestanding
Age group: 5-12

Global defaults

Accent - FS	GREEN
Accent Climber	GREEN
Accent Handhold	GREEN
Leg	RED
Post - FS	BLUE
PVC - FS	RED
Rockite	RED
Slide Rockite	RED
Spiral Barrel	BLUE
Spiral Canopy	TROPICAL YELLOW-RED
Swing Seat	BLACK
Swing Tot Seat	BLACK
Toprail	BLUE
Touch Up Paint	RED

Components

Part Number	Description	Qty	Weight	Unit Price	Total
159017	AGE 5-12 FITNESS COURSE, ROPE CLIMB Post - FS: RED	1	130.00	1,350.00	1,350.00
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR) Rockite: BLUE	1	135.00	1,463.00	1,463.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	4	10.00	152.00	608.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	1	15.00	223.00	223.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	1	15.00	223.00	223.00
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	38	35.00	101.00	3,838.00
4544	TAPERED TOWER Accent Climber: BLUE Accent Handhold: YELLOW Post - FS: RED	1	600.00	7,087.00	7,087.00
65769	855 DEG TYPHOON SLIDE W/PVC STEP (12' PLTFM) Accent - FS: BLUE Slide Rockite: BLUE Spiral Barrel: YELLOW	1	2,500.00	13,104.00	13,104.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00	2,532.00	2,532.00
MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	2	179.00	1,519.00	3,038.00
MR0936	3.5" ARCH SWG- ADD-A-BAY (1 ST REQ'D)	1	154.00	1,425.00	1,425.00

RiskSign_Included

Product line: Freestanding
Age group:

Global defaults

Post - FS RED

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
01	Removal and Disposal	1	0.00	3,500.00	3,500.00

6/5/2023

QUOTE: R0096231046

	Saw Cut 30 linear feet of concrete and Removal and disposal of 450 sq. ft. of concrete				
02	Playground Mulch Safety Surfacing and Installation (EWF)	1	0.00	8,749.00	8,749.00
	Provide and Install 175 cubic yards of EWF @ 12" Depth.				
03	Seed and Straw	1	0.00	500.00	500.00
	Seed and straw disturbed areas.				
Installation Conditions	Normal Operations Declaration	1	0.00	0.00	0.00
	Installation prices assume normal soil conditions and does not include rock excavation. Unless specifically priced and/or noted this quote does NOT include prevailing wages, permits, state or local approvals, performance bond, engineering seals, soil or concrete testing, site excavation, subgrade drainage, concrete work, concrete sidewalks, concrete curbs, concrete pads, security fencing, or landscaping.				
	Installation of recreation equipment requires the operation of heavy equipment. Access to the installation site must be available for a skid steer loader during the installation. Expect some site disturbance to grounds in the performance of the installation.				
Utilities	Unground Utility Location Responsibility	1	0.00	0.00	0.00
	Our installers will notify Miss Utility to identify public utilities prior to the beginning of any excavation. These services only locate utilities belonging to public service providers. Any application public underground utility will be marked contracted utility locators, 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 located in the installation area. Any damages or repairs to private owned utilities are not the installers responsibility if private utilities are not located. Installer down time due to project delays caused by non-located private utilities could result in a back charge. If damage to utilities (private or public) is-unavoidable during the installation, an alternative installation site or relocation of the utilities may be necessary to continue.				

Totals:

Equipment Weight:	5,563.00 lbs.
Equipment List:	\$34,891.00
Discount Amount:	-\$4,988.41
Equipment Price:	\$29,902.59
Freight:	\$2,611.27
Installation:	\$9,965.10
Products by Other:	\$12,749.00
Subtotal:	\$55,227.96
Estimated Sales Tax*:	\$1,794.16
Grand Total:	\$57,022.12

Notes: Playground surfacing will need to be requoted at time of the installation due to lead times and fuel surcharges forever changing.

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.

6/5/2023

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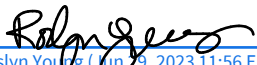
QUOTE: R0096231046

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: R0096231046 **Quote Date:** 6/5/2023 **Equipment:** \$34,891.00 **Grand Total:** \$57,022.12

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:


Roslyn Young (Jun 29, 2023 11:56 EDT)

Date: Jun 29, 2023

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 attorney's 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 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

6/5/2023

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QUOTE: R0096231046

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







4820_001 (003)

Final Audit Report

2023-06-29

Created:	2023-06-29
By:	Keri Forbes (keri@1cbm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbGEFwhRiSLeNMZhojXvk-USwIVcn0Iyb

"4820_001 (003)" History

-  Document created by Keri Forbes (keri@1cbm.com)
2023-06-29 - 12:04:17 PM GMT- IP address: 184.187.50.54
-  Document emailed to l.young1@verizon.net for signature
2023-06-29 - 12:05:45 PM GMT
-  Email viewed by l.young1@verizon.net
2023-06-29 - 3:54:48 PM GMT- IP address: 166.196.54.66
-  Signer l.young1@verizon.net entered name at signing as Roslyn Young
2023-06-29 - 3:56:08 PM GMT- IP address: 166.196.54.66
-  Document e-signed by Roslyn Young (l.young1@verizon.net)
Signature Date: 2023-06-29 - 3:56:10 PM GMT - Time Source: server- IP address: 166.196.54.66
-  Agreement completed.
2023-06-29 - 3:56:10 PM GMT

BOARD APPROVAL OF PROJECT
EXCEEDING MANAGER'S CONTRACTUAL LIMITS

NAME OF ASSOCIATION: Steeple Chase.

CONTRACTUAL LIMIT: 1,500

DATE OF BOARD MEETING: May 17, 2023

DESCRIPTION OF JOB, SERVICE, OR ITEM BEING APPROVED: _____

Playground for lot addition

CONTRACTOR PROVIDING SERVICE: Miracle VA Playgrounds

AMOUNT: \$ 57,014.39

By signing below the Officers of the Board agree that the project noted above has been approved by the Association's Board of Directors.


Board President's Signature

5.17.23
Date


Treasurer's Signature

5/17/23
Date

BOARD APPROVAL FORM FOR
OPERATING RESERVE EXPENDITURES

NAME OF ASSOCIATION: Shepley Chase

DATE OF BOARD MEETING: May 17, 2023

DESCRIPTION OF JOB, SERVICE, OR ITEM BEING APPROVED: _____

Playground. 10% for addition

CONTRACTOR PROVIDING SERVICE: _____

AMOUNT: 57,014.39

By signing below the Officers of the Board agree that the funds noted above are authorized to be paid from the Association's Operating Reserve fund.

Roslyn K. Yary
Board President's Signature

5.17.23
Date

Janne M. Dr.
Treasurer's Signature

5/17/23
Date