# Town of Underhill ARPA Funds Use Proposal – PHASE 1

Committee/Group/Individual Requesting Funding: Underhill Central School PTO

**Contact Name: Sarah Greer** 

Phone Number: 802-282-7061 Email: sarahgreer09@yahoo.com and ucspto@mmuusd.org

Date: January 30, 2023

Proposal Name/Brief Description: Underhill Central School Playground Improvements

The purpose of this request is to make improvements to the Underhill Central School playground and outdoor learning spaces.

The requested funding would pay for a ramped playground structure, free standing playground equipment, exercise stations and sun shades for outdoor classrooms.

**Estimated Cost/Description of Estimate Process** (use the space here and attach additional pages and any supporting documents):

We anticipate the full cost for this work to be approximately \$235,000. This cost is based on a proposal from Miracle Recreation Equipment for the new equipment and installation. It also includes some estimated costs for smaller outdoor classroom items and additional wood chips.

#### Attached documents:

- Attachment A Playground project overview
- Attachment B Equipment and Installation proposal from Miracle Recreation Equipment
- Attachment C Playground drawings and renderings of the new equipment

# Town of Underhill ARPA Funds Use Proposal – PHASE 1

Please Answer the following questions by marking the answer in the space provided.

#### **Benefit to Town of Underhill**

Does this proposal	YES	NO	Not Sure
Invest in the town without creating a need for additional or ongoing revenue or expenses? Is this a one-time expense?	Х		
Benefit a population that was disproportionately impacted by the pandemic?	Х		
Benefit a population underserved prior to the pandemic?	Х		
Mitigate and/or help the Town adapt to the effects of climate change?	Х		
Improve or create infrastructure for Underhill? Ex. Natural resources, pedestrian access, transportation but not limited to	Х		
Align with or impact the goals and priorities of the Town Plan? LINK	Х		

Comments:

#### **Feasibility of Project**

Can this proposal	YES	NO	Not Sure
Be fully planned, estimated and obligated to the Town by December 31, 2024?	Х		
Be fully completed and paid for by the end of 2026?	Х		
Be used to leverage or match other grants, funds or projects?			Х

Please attach estimates, quotes, drawings, or supporting documents or elaborate in any way you would like. Please note that the ARPA Advisory Committee only recommends projects to the Selectboard and the Selectboard has the ultimate authority to allocate the funds. 17 V.S.A. § 2664

#### **Links and More Information:**

Final Rule - Overview at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf

Final Rule - FAQ's at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf

**Specific Information for Town of Underhill** at <a href="https://www.underhillvt.gov/vertical/sites/%7B4E962BB9-B4BB-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE-4504-A3EE

ED54521A1BCE%7D/uploads/Coronavirus Local Fiscal Recovery Fund Overview Presentation 06092022.pdf

#### **Attachment A: Underhill Central School Playground Project Overview**

The Underhill Central School (UCS) playground is a critical part of day to day life at UCS. The playground is used daily for recess, movement breaks, after school programs, and by the Underhill community.

#### **Existing Conditions:**

While the existing playground offers lots of fun, it also provides many opportunities for improvement. The existing large play structure is 22 years old which is within the manufacturer's recommended 20-25 year useful life. The equipment is structurally sound and safe for continued use but is starting to show its age in delaminating surfaces and rusting metal components. Additionally, the structure is not accessible for children with different abilities. Due to the numbers of students and uses throughout the day, the playground is limited in the number of children that can safely use the space at one time.

UCS teachers and staff have always had an appreciation for outdoor learning. The COVID pandemic has only increased the desire to spend more time outside. However, limited seating, equipment, and shaded areas makes outdoor classroom time hard to achieve at times.

#### Planned improvements:

The new playground equipment will enhance this school and community resource. It will increase the variety and quantity of equipment available. Included equipment will address accessibility and inclusivity concerns. (Please note, equipment included in the Miracle Recreation proposal are only recommendations for cost estimating. If this project is approved to move forward, we intend to solicit feedback from the school and community to help in making final equipment selections.)

- Large playground structure the new structure will include features similar to what is existing with a variety of slides and climbing features. In addition, the new playground will encourage inclusive play through access ramps, interactive panels and accessible components.
- Freestanding equipment to enhance the overall playground environment, additional
  freestanding equipment will be added to provide a greater variety of equipment. This
  equipment encourages cooperative play but in a less busy environment than the large
  structure. Accessibility concerns that would be addressed through a new, raised
  sandbox.
- Exercise equipment Simple exercise stations that can be spread throughout the school grounds, will be installed for use in physical education classes and by the greater Underhill community. We are aware of another proposal to the ARPA committee to enhance biking and walking trails around UCS. If that project moves forward, our plan would be to coordinate the exercise equipment installation locations with the new path.
- Sun shades and outdoor classroom equipment outdoor learning is a priority for the teachers and staff at UCS. However, weather conditions sometimes limit the feasibility

of this learning environment. We propose to install sun shades to create learning spaces that are more useful in the early fall and late spring time periods. We would also purchase some of the seating and teaching equipment (easels, carts for transporting materials) staff need to make outdoor learning practical.

The equipment included in this request would revamp the entire playground. Other than some recently installed equipment, much of the playground equipment will be replaced. As much as we'd love to see this full project move forward, we realize it may exceed the funding available and/or the priorities of the ARPA committee/select board. There are many ways that this proposal can be refined to reduce the total cost while still making important improvements to this playground. We would be happy to work with the committee to tailor this work to best fit the goals of the town. We also plan to work within our school community to bring together teams of volunteers to help with the playground installation. Not only will this be a community building activity, it will also save on some of the installation costs.

Thank you for considering this request. We look forward to discussing this project with you further.

## ATTACHMENT B



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

QUOTE: R0071231037

Project: R0071\_44949443152\_08

Prepared For:

Jenn Cote **Underhill Central School** 6 Irish Settlement Rd Underhill Center, VT 05490 802-899-4676 (phone) jenn.cote@mmuusd.org

**Project Name & Location:** 

End User:

Prepared by:

PETTINELLI & ASSOCIATES

95 NORTH BROWNELL RD WILLISTON, VT 05495 800-775-8154 (phone) 802-862-3112 (fax)

JMANSFIELD.MIRACLE@GMAIL.COM

Ship To Address:

Jenn Cote **Underhill Central School** 6 Irish Settlement Rd Underhill Center, VT 05490 802-899-4676 (phone) jenn.cote@mmuusd.org

Quote Number: R0071231037 1/23/2023

30 Days From Quote Date

Quote Date: Valid For:

## **New Ramped playground**

Product line: KidsChoice Age group: 5-12

#### Components

Part Number	Description	Qty	Weight	Unit Price	Total
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	75.00	916.00	916.00
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	3	125.00	1,309.00	3,927.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	6	155.00	1,741.00	10,446.00
7145491	5" OD X 88" POST F/MAZE PANELS	3	50.00	297.00	891.00
7145493	5" OD X 112" POST (3' DK)	6	65.00	351.00	2,106.00
7145494	5" OD X 124" POST (4' DK)	3	70.00	377.00	1,131.00
714551	5" OD X 106" POST (2'6" DKS OR LESS)	10	60.00	318.00	3,180.00
714552	5" OD X 136" POST (3' TO 5' DKS)	3	75.00	402.00	1,206.00
714553	5" OD X 160" POST (5'6" TO 6'6" DKS)	4	90.00	443.00	1,772.00
714555	5" OD X 76" POST FOR FENCING & PANELS	2	50.00	243.00	486.00
7146704	CHAMII SHORT STRAIGHT SECTION	4	60.00	648.00	2,592.00
7146705	CHAMII RIGHT SECTION	2	60.00	648.00	1,296.00
7146706	CHAMII LEFT SECTION	1	60.00	648.00	648.00
714670M21	CHAMII DBL SLIDE ENTRY/EXIT (5'-6'6" DK)	1	290.00	3,209.00	3,209.00
714670U	CHAMII ENTRY&EXIT VORTEX (2'6"- 4'6" DK)	1	125.00	2,476.00	2,476.00
71468610	ALTA GLIDE FLEX LINK TO KC (1' DK)	1	2,500.00	21,398.00	21,398.00
714700	5' SIDE-BY-SIDE SLIDE, CANOPY (3' DK)	1	120.00	2,080.00	2,080.00
714709C5	270 DEG TRY RING OH CLIMBER (ONLY)	1	200.00	1,871.00	1,871.00
71471311	SENSORY PANEL TEXTURE STAR CIRCLE	1	55.00	2,237.00	2,237.00

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71471312	SENSORY PANEL TEXTURE TRIANGLE HEX	1	55.00	2,220.00	2,220.00
71471516	ELECTRONIC PIANO PANEL	1	50.00	2,838.00	2,838.00
71471517	ELECTRONIC ANIMAL PANEL	1	50.00	2,838.00	2,838.00
71471520	INTERACTIVE PANEL FRAME	2	35.00	469.00	938.00
714715201	HYPNOTIZE INSERT	1	20.00	1,019.00	1,019.00
714715206	MAGICAL MUSIC INSERT	1	20.00	2,196.00	2,196.00
71473886	FOSSIL BLUFF CLIMBER (6'6" OCT DK)	1	180.00	3,980.00	3,980.00
7147716S	DUPLI-GATOR SLIDE (6' & 6'6" DK)	1	320.00	5,242.00	5,242.00
7147721	BONGO PERCH (STATIONARY)	3	15.00	261.00	783.00
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	120.00	1,450.00	1,450.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	608.00	608.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	2	35.00	608.00	1,216.00
7148496	OBSERVATION DECK W/EXTENDED STEERING	1	110.00	1,605.00	1,605.00
	WHEEL				
714851359	SQ TRSFR POINT, OPN HR (3' DK)	1	200.00	2,857.00	2,857.00
71486725	TWISTED VINE CLIMBER (5' DK)	1	90.00	1,399.00	1,399.00
714920595	12' RAMP GRND-DK 1:12, W/O PST, OPN HR	1	420.00	4,938.00	4,938.00
71492159	12' RAMP DK TO DK 1:12, OPEN HR	2	395.00	4,391.00	8,782.00
7149599	ADA STAIRS BETWEEN DECKS W/2' RISE	1	220.00	3,551.00	3,551.00
7149763	BUMPER LADDER (3' DECK)	1	80.00	1,707.00	1,707.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00

## **New freestanding**

Product line: KidsChoice Age group: 5-12

Components

	••				
Part Number	Description	Qty	Weight	Unit Price	Total
150060	MULTI-PONDO	1	500.00	3,771.00	3,771.00
2014BN	ACCELERATOR BIRD NEST	1	710.00	9,000.00	9,000.00
3061	CYCLO CONE BASE CLIMBER	1	345.00	14,641.00	14,641.00
418154	CLOVER LEAF SAND BOX (FOR NO SURFACING)	1	450.00	3,011.00	3,011.00
4642	ANGLED HYPERBOLIX	2	240.00	4,190.00	8,380.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO	1	2.00	0.00	0.00
	PRICE)				

### **Exercise Stations**

Product line: KidsChoice

Age group: 5-12

## Components

Description	Qty	Weight	Unit Price	Total
AGE 5-12 FITNESS COURSE, BEAM JUMP	1	140.00	1,130.00	1,130.00
AGE 5-12 FITNESS COURSE, HORIZONTAL LADDER	1	230.00	2,122.00	2,122.00
AGE 5-12 FITNESS COURSE, SIT UP	1	100.00	1,006.00	1,006.00
AGE 5-12 FITNESS COURSE, CHIN UP	1	100.00	676.00	676.00
	AGE 5-12 FITNESS COURSE, BEAM JUMP AGE 5-12 FITNESS COURSE, HORIZONTAL LADDER AGE 5-12 FITNESS COURSE, SIT UP	AGE 5-12 FITNESS COURSE, BEAM JUMP 1 AGE 5-12 FITNESS COURSE, HORIZONTAL 1 LADDER AGE 5-12 FITNESS COURSE, SIT UP 1	AGE 5-12 FITNESS COURSE, BEAM JUMP 1 140.00 AGE 5-12 FITNESS COURSE, HORIZONTAL 1 230.00 LADDER AGE 5-12 FITNESS COURSE, SIT UP 1 100.00	AGE 5-12 FITNESS COURSE, BEAM JUMP 1 140.00 1,130.00 AGE 5-12 FITNESS COURSE, HORIZONTAL 1 230.00 2,122.00 LADDER AGE 5-12 FITNESS COURSE, SIT UP 1 100.00 1,006.00

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159017	AGE 5-12 FITNESS COURSE, ROPE CLIMB	1	130.00	1,285.00	1,285.00
159018	AGE 5-12 FITNESS COURSE, BACK STRETCH	1	100.00	972.00	972.00
	BENCH				

### **Shade**

Product line: KidsChoice

Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
MRPSH054	PLAY SHADE HIP QRE 10X20X8 RBP	3	366.00	6,527.00	19,581.00

## RiskSign\_Included

Product line: Freestanding

Age group:

Components

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

#### **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
SURFACE	ENGINEERED WOOD FIBER Freestanding	40	0.00	36.00	1,440.00
SURFACE1	ENGINEERED WOOD FIBER Exercise Equipment	25	0.00	36.00	900.00

## Totals:

Equipment Weight: 14,462.00 lbs
Equipment List: \$179,610.00
Discount Amount: -\$28,958.10

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Equipment Price: \$150,651.90

Freight: \$8,009.86 Code: Needed

Installation: \$62,450.00
Products by Other: \$2,340.00
SubTotal: \$223,451.76

Estimated Sales Tax\*: \$0.00

Grand Total: \$223,451.76

Notes: Shade structure install includes labor and concrete pier footings (12 Qty.)

Installation of all Miracle equipment includes labor and concrete footers

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0071231037 **Quote Date:** 1/23/2023 **Equipment:** \$160,029.00 **Grand Total:** \$223,451.76 CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By Printed Name and Title Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT
By:

Date:

#### ADDITIONAL TERMS & CONDITIONS OF SALE

- 1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
- 2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.
- 3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL

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CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

- 4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
- 5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
- 6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.
- 7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.
- 8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.
- 9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

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