

CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM

Date: 2/2/2026
 Department: Parks and Recreation
 Vendor Name: Miracle Playsystems

Requested By: Cody Wright
 Division: Parks
 Net Cost Delivered: \$26,299.67

Provide G/L Account where funds are budgeted: 201-780-975.8003
 Project code, if applicable M1016

SOLE SOURCE JUSTIFICATION

(INITIAL ALL ENTRIES THAT APPLY)

Material/Service Description: Playground equipment repair components for 10 damaged features.

1. CW - Uniqueness: Is unique and unavailable from any other source due to proprietary rights, patents, copyrights, secret processes, or monopoly control;
2. CW - Compatibility: There is a need for compatibility with existing equipment, technologies, or processes, and only a specific product or service can satisfy that need;
3. _____ - Urgency: Delay would lead to serious injury, death, or significant financial loss;
4. _____ - Expertise: The vendor has unique experience, expertise, or capabilities unavailable elsewhere;
5. _____ - Standardization: There is a need to standardize specific equipment or supplies to reduce training, inventory, or maintenance costs, and only one vendor can meet this need;
6. _____ - Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City.

**Attach Justification Memo and Pricing Documentation, then proceed with signatures below.
 After Dept Head approval, forward to Purchasing.**

Department Director Approval:

I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Signed: Ken Shurben 2/2/2026
13B0EAF622F547B Date
 Department Head Signature

Purchasing Approval:

Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Signed: Jay Valentine 2/2/2026
09BA36D53ED04B7 Date
 Purchasing Manager Signature

Final Authorization

City Manager Approval Required (\$25K to \$50K)

yes / no

Signed: Michael P. Bennett 2/3/2026
7245828CA887493 Date
 City Manager Signature

City Council Approval Required (over \$50K)

yes / no

Internal Memorandum

To: City Leadership / Purchasing Department

From: Cody Wright

Date: February 2, 2026

Subject: Justification for Sole-Source Procurement: Replacement Playground Equipment

Executive Summary

This memorandum serves as a formal request and justification for a sole-source procurement to replace damaged components at Canyon View Park. Due to the proprietary design of the existing infrastructure, only equipment from Miracle Playsystems is compatible. Utilizing an alternative manufacturer would necessitate full-scale demolition and replacement of the entire playground site, which is neither fiscally responsible nor planned for the near term.

Reason for Sole-Source Requirement

The necessity for this sole-source purchase is based on the following factors:

- **Proprietary Compatibility:** The existing playground structure utilizes a specific, patented interlocking system and structural dimensions unique to Miracle Playsystems. Third-party components will not safely or securely integrate with the current footings and uprights.
- **Safety and Liability:** Mixing components from different manufacturers voids the **IPEMA (International Play Equipment Manufacturers Association)** certification and may compromise the structural integrity of the unit. To maintain our safety standards and liability coverage, we must use original equipment manufacturer parts.
- **Lack of Interchangeable Substitutes:** Market research has confirmed that no other vendor provides parts that meet the specific engineering tolerances required for this specific model.

Fiscal and Operational Impact

Replacing only the damaged sections via this sole-source agreement is the most cost-effective path forward.

We do not have a scheduled Capital Improvement Project (CIP) to replace this playground at this time. Therefore, maintaining the current equipment through the original vendor is essential to keep the park open and safe for public use.

Recommendation

It is recommended that the City approve the purchase order for Miracle Playsystems to ensure the playground remains compliant with safety regulations and continues to serve the community without the excessive cost of a full-scale renovation.

Job Number: 26-9367
Job: Canyon View Park - Playground Parts
Quote Name: Q-14043-20260128-1501
Quote Number: Q-14043

Prepared by:
Stephanie Seaton
steph@miracleplaysystems.com



Terms: Net 30 - Subject to approval by Miracle Playsystems Credit Manager
Remit to: Miracle PlaySystems
1312 17th St. PMB 71810
Denver, CO 80202

Sub Total: \$24,691.10
Freight: \$1,608.57
Estimated Tax:
Total: \$26,299.67

Miracle Spring Rider

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	953 ATV "C" SPRING RIDER	1	\$3,185.00	\$3,121.30	
Miracle SUBTOTAL:					\$3,121.30
Miracle TOTAL:					\$3,121.30

Miracle Inclusive Swing Latch

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	925297 LATCH KIT F/INCL SWG SEAT AFTER NOV 2019	1	\$188.00	\$184.24	
Miracle SUBTOTAL:					\$184.24
Miracle TOTAL:					\$184.24

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Miracle

Accelerator Swing Parts

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	924959 PARTS CARTON, 2014	1	\$47.00	\$46.06	
Miracle Parts	995530 SUSPENDED ELEMENT (DISH,CABLES,BUMPER,	1	\$8,709.00	\$8,534.82	
Miracle SUBTOTAL:					\$8,580.88
Miracle TOTAL:					\$8,580.88

Miracle

Command Post Steering Wheel

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	983349 PARTS CARTON, 7149926	1	\$155.00	\$151.90	
Miracle SUBTOTAL:					\$151.90
Miracle TOTAL:					\$151.90

Miracle

Steel Steering Wheel Panel Parts

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	993977 PARTS CARTON FOR 714/704/718-602-15	1	\$534.00	\$523.32	
Miracle SUBTOTAL:					\$523.32
Miracle TOTAL:					\$523.32

Miracle

Scale N Slide Hood

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	989089PLM PANEL-ONE PIECE ROCKITE SLIDES KC	1	\$899.00	\$881.02	
Miracle Parts	989775 PARTS CARTON 714-825-8S SCALE-N-SLIDE	1	\$239.00	\$234.22	
Miracle SUBTOTAL:					\$1,115.24
Miracle TOTAL:					\$1,115.24

Miracle

Sliding Tile Panel Replacement

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	7147614 SLIDING TILE PANEL	1	\$3,474.00	\$3,404.52	
Miracle SUBTOTAL:					\$3,404.52
Miracle TOTAL:					\$3,404.52

Miracle

Log Climber

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	994290BRW LOG/BEAR PAW CLIMBER-MOUNTAIN TRAIL	1	\$950.00	\$931.00	
Miracle Parts	994945BL PARTS CARTON 714-623-C PVC	1	\$81.00	\$79.38	
Miracle SUBTOTAL:					\$1,010.38
Miracle TOTAL:					\$1,010.38

Miracle

Reflex

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	912245YLW PARTS CARTON 606-3 REFLEX	1	\$338.00	\$331.24	
Miracle Parts	995712RD MID WAVE SECTION, REFLEX, PVC COATED	1	\$1,613.00	\$1,580.74	
Miracle Parts	996627RD END WAVE SECTION, REFLEX, PVC COATED	2	\$1,643.00	\$3,220.28	
Miracle SUBTOTAL:					\$5,132.26
Miracle TOTAL:					\$5,132.26

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Miracle

Multi-Pondo Parts

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	990881YLW HANDRAIL ASSEMBLY	2	\$694.00	\$1,360.24	
Miracle Parts	990893ZP THREADED PIN	2	\$28.00	\$54.88	
Miracle Parts	HW990879-1 HKIT 150060 L1/1	1	\$53.00	\$51.94	

Miracle SUBTOTAL: \$1,467.06

Miracle TOTAL: \$1,467.06

Sub Total: \$24,691.10

Freight: \$1,608.57

Total Estimated Tax:

Grand Total: \$26,299.67

Please confirm or edit order information below.

End User Company:

City Of Grand Junction

End User Contact:

Cody Wright

End User Email:

Delivery Contact:

Cody Wright

Delivery Email:

codyw@gjcity.org

Delivery Phone:

Delivery Address:

2529 High Country Court, Grand Junction, CO, USA,
81501 Grand Junction
CO 81501

Site Address:

730 24 Rd
Grand Junction

Bill To Email:

Bill To:

City Of Grand Junction,
2529 High Country Court,
Grand Junction, CO,
81501

Customer Reference #:

Terms & Conditions

Applicable Territories: Colorado, Wyoming, Nebraska, Oregon, Washington, and California

1. Purchase Contract Terms

Acceptance of these terms is confirmed by signing the estimate/quote. The quote must be attached as an exhibit to any resulting contract or purchase order. Any other terms proposed by the client are considered material alterations and are void. Estimate valid for 30 days from date of quote. Colors to be confirmed with your local sales representative.

2. Payment Terms

- Equipment: 50% deposit upon order, 50% balance Net 30 from ship date.
- Installation (if applicable): 25% deposit at time of equipment order, balance billed upon completion, Net 30.
- Credit Card Fee: 3.5% convenience fee.
- Retainage: Not accepted.
- Tax: Final tax added unless proper tax-exemption certificate is provided.

3. Lead Times & Scheduling

Lead times vary by manufacturer and product type and will be confirmed at the time of receipt of order acknowledgement by the manufacturer once all necessary documentation has been provided, deposit has been received, and order has been placed. A tentative installation schedule can be provided once all relevant factory order acknowledgements have been received. Please note – production and shipping lead time does not include installation lead time.

4. Tariff Contingency

Buyer agrees to reimburse for any tariffs, duties, or similar charges imposed after contract execution. Should new government tariffs be implemented or existing tariffs be modified prior to delivery that directly affects the quoted products, we reserve the right to adjust the price accordingly. Tariff fees will be on final bill.

5. Construction Services (If Applicable)

Excludes:

- Delivery & offloading
- Packaging disposal
- Site security/chain link temp fence
- Spoils removal off-site
- Site base prep and drainage
- Permits, engineering, testing
- Soil samples, CPSI inspection
- Crane or heavy equipment services
- Utility locating
- Unforeseen site/digging conditions including civil scope outside of typical footing design (ex: drainage, etc.) capabilities, delegated design requirements, and any condition not specifically included in this proposal.

Site Preparation Requirements

- Stable, dry and soil compacted (95%), The installation site must be excavated and prepared to the specified depth and dimensions prior to mobilization. Subgrade drainage must not be installed prior to equipment installation. No loose-fill surfacing, or compacted aggregate subbase may be present in play pit prior to installation of play equipment unless otherwise quoted. If compacted aggregate subbase is not in Miracle Playsystems scope of work, it must be completed after playground installation and prior to PIP. Failure to meet these requirements may result in delays and additional charges.

- Less than 1% grade
- Accessible for labor and equipment
- Frozen ground conditions may impact construction schedule

6. General Exclusions

Unless specified, proposals do not include:

- Transporting materials to the jobsite from delivery site
- Installation
- Site base prep and drainage
- Permits, engineering, testing
- Soil samples, CPSI inspection
- Crane or heavy equipment services
- Specialty trades
- Power supply
- Insurance above \$1M/\$2M per occurrence
- Prevailing wages
- Permits, bonds
- Safety inspections
- Testing services
- DSA submittals and plan check services

7. Equipment Inspections

All equipment must be inspected upon delivery. Any missing or damaged parts must be reported immediately. Color discrepancies must be reported at the time of delivery; installation of equipment constitutes acceptance of all colors as delivered.

8. Foundation Guidelines For all Shade and Shelter Projects

Designs assume no adjacent structures or slopes unless otherwise qualified on bid. Additional engineering may be required for site-specific conditions. Client is responsible for providing current, site-specific geotechnical reports, site plans and civil drawings. Order may not be released to manufacturer without proper documentation. Manufacturers reserve the right to omit footing design from engineering package should unfavorable soils conditions or impact from adjacent structure foundations (or any other condition deemed appropriate by Manufacturer) be present in the provided geotechnical report, site plans or civil drawings. In the event Manufacturer omits a footing design, the Client shall be solely responsible for retaining a qualified third-party engineer to provide a suitable foundation design. Note that final engineering will determine footing size. Larger footing sizes will result in an increased footing cost. If larger footing size is necessary, it will be acknowledged and addressed via change order prior to mobilization and footing installation.

9. Change Orders

All changes to the original scope of work must be documented in writing and signed by both parties before implementation. Change orders will include detailed descriptions of additional work, and revised pricing. Additional work may be billed at prevailing labor and material rates. No verbal authorization will be accepted. Client agrees to pay for any work performed without proper written authorization. Changes may affect delivery schedules and final completion dates.

10. Insurance

Includes General Liability and Workers Compensation. Waivers of subrogation or primary non-contributory endorsements incur additional costs.

11. Cancellation Policy

Equipment Orders: Orders may be cancelled within 48 hours of order acknowledgment without penalty. After 48 hours, cancellation is subject to a 25% restocking fee plus any costs incurred by manufacturer. Orders cannot be cancelled once production has begun - full payment required.

Installation Services: Installation may be cancelled up to 7 days prior to scheduled start date. Cancellations with less than 7 days' notice are subject to a minimum charge of \$1,500 to cover mobilization costs and scheduling disruption.

Deposits: In case of client cancellation, deposits will be applied toward cancellation fees and restocking charges.

12. Remobilization

Pricing assumes single mobilization unless otherwise noted. Should Miracle Playsystems or its subcontractors be required to remobilize due to no fault of their own, a minimum remobilization fee of \$3,500 per occurrence will be added to the final invoice.

13. Indemnity Clause

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems comparative negligence caused any damages.

Colorado Provision

To the extent permitted by applicable law and subject to the limitations imposed by the Colorado Constitution, including the Taxpayer's Bill of Rights (TABOR), the Client/Owner agrees to defend, indemnify, and hold harmless Miracle Playsystems in accordance with the indemnity obligations set forth above.

14. General Terms

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THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier. Client and owner/operator agree to indemnify and hold Miracle Playsystems, harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____

