

MEMORANDUM

DATE: April 8, 2014
TO: Honorable Mayor and City Commission
VIA: Kenneth Fields, City Manager
FROM: James Slaton, Public/Support Services Director
SUBJECT: Award of Bid to GameTime c/o Dominica Recreation Products, Inc.
SYNOPSIS: The approval authorizes the vendor selection of GameTime c/o Dominica Recreation Products, Inc. for the purchase and installation of an additional play system in Crystal Lake Park.

RECOMMENDATION

The recommendation is for the City Commission to award the Bid to GameTime c/o Dominica Recreation Products, Inc. for the purchase and installation of an additional play system in Crystal Lake Park.

BACKGROUND

It is evident after the installation of the new play system in Crystal Lake Park that there is substantial available space to add an additional play system in the playground. The Crystal Lake Park playground is used heavily by the community and could benefit by the addition of a second, larger play system.

GameTime c/o Dominica Recreation Products, Inc. submitted a bid in the amount of \$29,996.62.

The remaining bids were:

Miracle/Miller Recreation Equipment and Design	\$31,175.08
Playmore Recreation Products and Services	\$48,398.62

OTHER OPTIONS

The City Commission may choose not to award the bid to Gametime and select one of the other vendors.

FISCAL IMPACT

The cost of the playground equipment is \$29,996.62. Funds for this project were approved by the Commission in the first budget amendment of FY2013/14 (Ordinance 2014-01).

ATTACHMENTS

Quotes from GameTime, Miracle, and Playmore



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

QUOTE
#66985

03/11/2014

City of Lake Wales ~ West Side Park

City of Lake Wales
 Attn: Teresa Allen
 PO Box 1320
 Lake Wales, FL 33859-1320
 Phone: 863-678-4182 Ext. 299
 Fax: 863-678-4180
tallen@cityoflakewales.com

Ship To Zip: 33859

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - WINTER HAVEN Modified	\$26,218.00	\$26,218.00
1	4854	Game Time - Accessible Playcurb	\$382.00	\$382.00
37	4850	Game Time - 8" Playcurb Pkg	\$44.00	\$1,628.00
55	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth - <i>ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant approx. 1,575 sf @ 8" compacted depth</i>	\$33.50	\$1,842.50
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$6,370.00	\$6,370.00

All site prep / removal of existing equipment by owner!

Contract: USC

SubTotal:	\$36,440.50
Contract Discount:	(\$6,218.04)
Additional Discount:	(\$2,099.61)
Freight:	\$1,873.77
Total Amount:	\$29,996.62

This quote was prepared by Gina Wilson, Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with U.S. Communities Contract #110179.
 All terms in the U.S. Communities Contract take precedence over terms shown below.
 For more information on the U.S. Communities contract please visit www.uscommunities.org/gametime

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that **owner will provide approved site plans** of the area for the permit office if required, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans.



City of Lake Wales ~ West Side Park

QUOTE
#66985

03/11/2014

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. If playground equipment, installer will be NPSI and Factory Trained and Certified.

Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

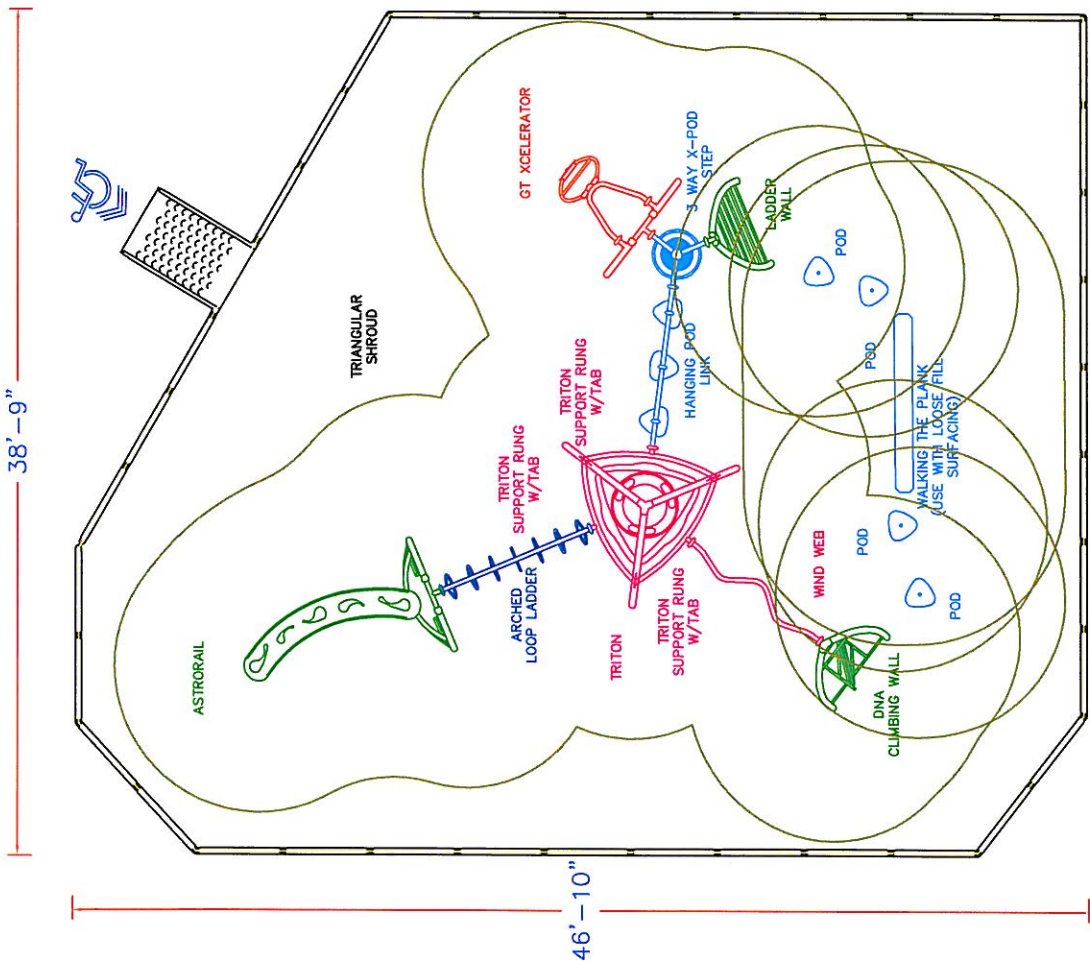
Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$29,996.62**



Above Grade Installation -
 1,575 sq. ft. GTImpax Engineered Wood Fiber
 8" Compacted Depth
 37 Recycled Plastic PlayCurb Borders
 1 Accessible PlayCurb Border



150 PlayCore Drive SE
 Fort Payne, AL 35967
 www.gametime.com
 Representative
 Dominica Recreation Products

This play equipment is recommended for children ages 5-12

Minimum Area Required:
 See Drawing
 Scale: NTS
 This drawing can be scaled only when in an 18" x 24" format.

IMPORTANT: Soft resilient surfacing is required for all play equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F-1487 and Canadian Standard CAN/CSA-Z314

Drawn By:
 GW
 Date:
 03/11/2014
 Drawing Name:
 27042M W Borders

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

03/20/14

Job Number: 7979
Revision:

Client: City Of Lake Wales
201 West Central Ave.
Lake Wales FL 33853

Job: Crystal Lake Park PG
309 N. 5th Street
Lake Wales FL 33853

Contact: Zaillet Suri

Phone: 863-678-4182

Fax: 863-678-4180

Email:

Sales Rep: Anne Kennedy-Krieger

Terms: Due With Order

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
ZZXX0078	ACTIVO - FORTE	1	\$32,949.00	\$32,949.00
ZZXX8904	WHEELCHAIR ACCESS BORDER TIMBER	1	\$856.00	\$856.00
ZZXX9409	1ft BORDER TIMBER w/STAKE	1	\$30.00	\$30.00
ZZXX9410	2ft BORDER TIMBERS w/STAKE	1	\$35.00	\$35.00
ZZXX9430	4ft BORDER TIMBERS w/STAKE	29	\$44.00	\$1,276.00
DISCOUNT	Palm Beach County 10072	-1	\$1,757.30	-\$1,757.30
EWf	Engineered Wood Fiber, priced per CY	56	\$22.52	\$1,261.12
EWf	Weed Mat	1	\$160.00	\$160.00
		Subtotal:		\$34,809.82
2 Freight				
Freight	Playworld Freight	1	\$1,582.00	\$1,582.00
Freight	EWf Freight	1	\$338.00	\$338.00
		Subtotal:		\$1,920.00
3 Installation				
PSI Installation	Installation of Playworld Equipment per Palm Beach County 10072	1	\$10,543.80	\$10,543.80
Installation	Installation of EWf	1	\$1,125.00	\$1,125.00
		Subtotal:		\$11,668.80
		Grand Totals:		\$48,398.62

Notes: Please review terms page for installation information.

*Please add \$750 if engineered drawings are needed.

PLAYMORE

Recreational Products & Services

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Fort Myers, FL 33966
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(888) 886-3757 toll free
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QUOTATION

03/20/2014

Job Number: 7979
Revision:

Client: City Of Lake Wales
201 West Central Ave.
Lake Wales FL 33853

Job: Crystal Lake Park PG
309 N. 5th Street
Lake Wales FL 33853

General Terms:

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC. Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- * Add 5% to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- * Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Installation Terms:

Standard Services Include:

- | | |
|--|---|
| * Shipping Notification/Receiving Instructions | * Layout of Equipment |
| * Pre-Installation On-Site Meeting | * Installation of Equipment and Materials Per
Manufacture's Instructions |
| * Underground Utility Check (Sunshine State
One Call) | * Trash Clean Up (Dumpsters and Off-Site
Trash Disposal not Standard) |
| * Accept Delivery and Unload Equipment
(If site is ready) | * Post-Installation Walk Through
Maintenance Explanation |
| * Moving New Equipment to Job Site | |

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- * Trash Disposal - Dumpsters or Off Site Disposal.
- * Accept Delivery and Unload Equipment (If site is not ready.) \$500.00 Charge will Apply if Customer wants Installers to Unload.
- * Provide Area for Storage and Staging.
- * Secure Site and Equipment.
- * Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- * Removal of Existing Equipment.
- * Site Preparation and Grading, Drainage Systems, etc.
- * Engineered Drawings for Purchased Equipment.
- * Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

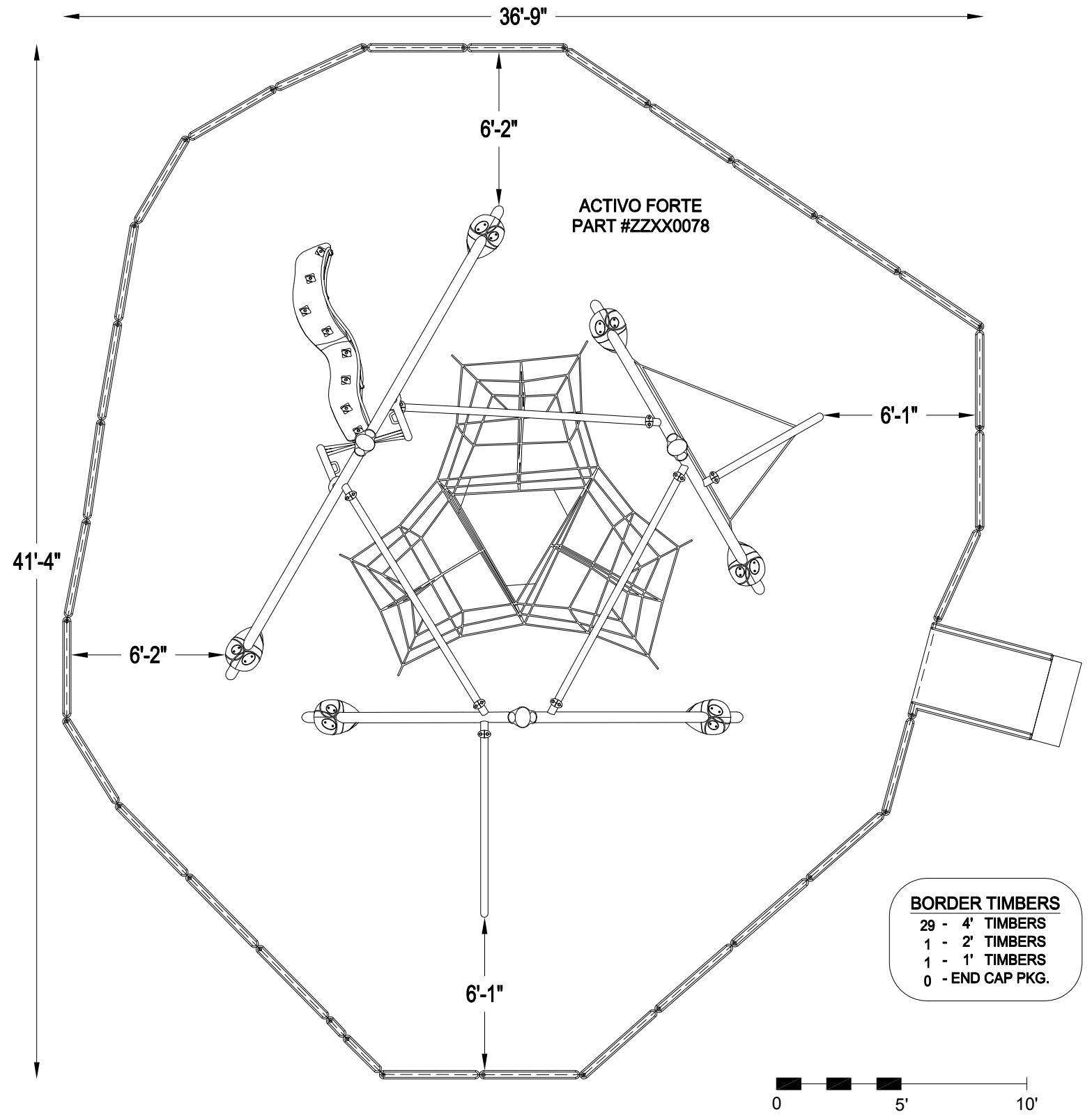
Other Notes:

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc. will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

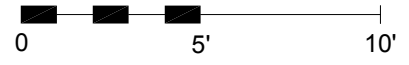
Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature _____ Date _____ P.O. # _____



ACTIVO FORTE
PART #ZZXX0078

BORDER TIMBERS
29 - 4' TIMBERS
1 - 2' TIMBERS
1 - 1' TIMBERS
0 - END CAP PKG.



Playmore Recreational Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

PLAYWORLD™
© 2017 Playworld Systems, Inc.
Playworld® is a brand of Playworld Systems, Inc.

PROJECT NO: 14-1087.PLM	REV: A	DATE: 18-MAR-14
SYSTEM: ACTIVO	SCALE: 3/16" = 1'-0"	
SITE PLAN		DRAWN BY: CARL OBERDORF

CRYSTAL LAKE PARK

LAKE WALES, FL

*Playground Supervision Required

Crystal Lake Park

PLAYMORE

Recreational
Products & Services



Manufactured by

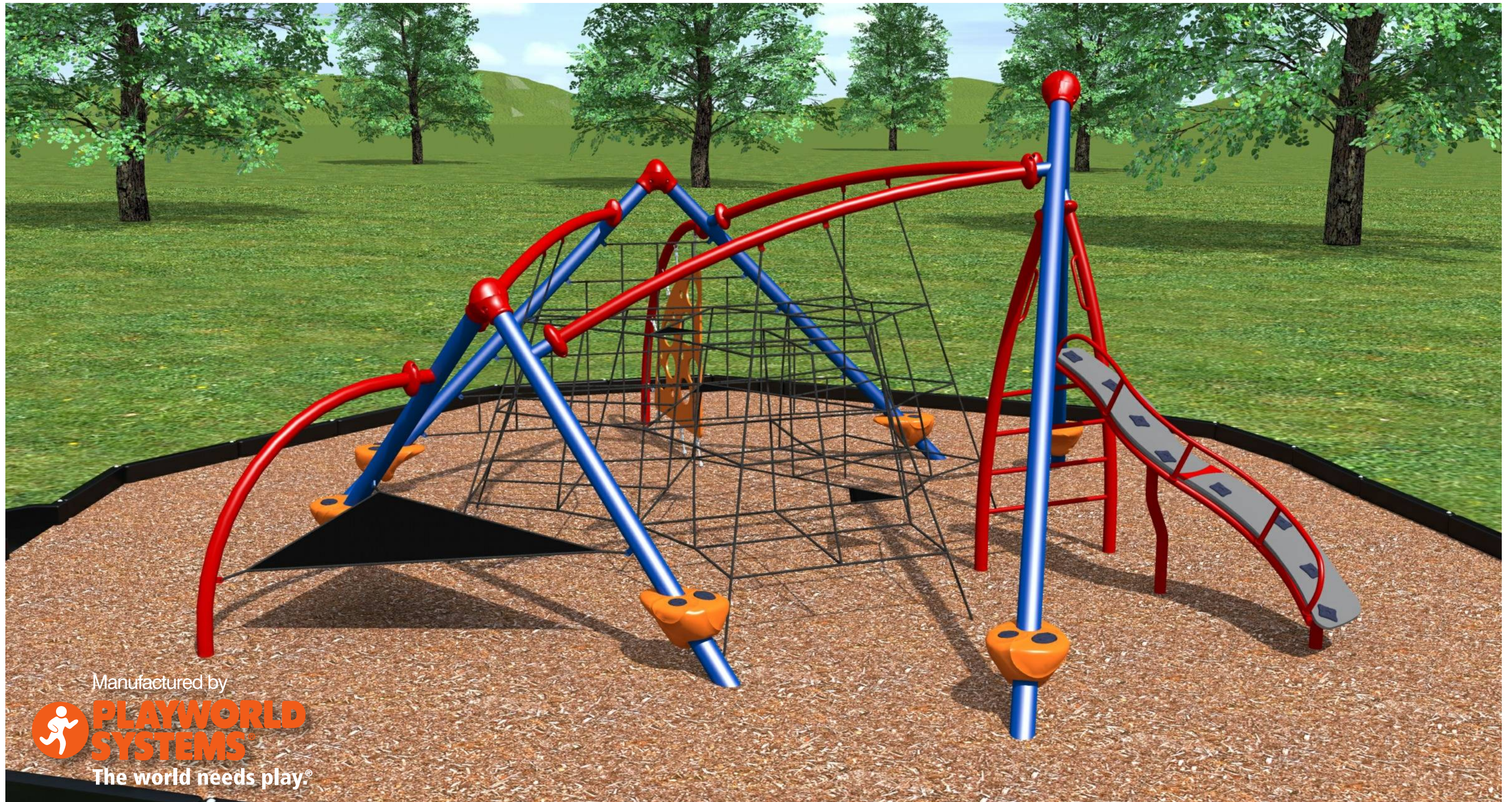


The world needs play.®

Crystal Lake Park

PLAYMORE

Recreational
Products & Services



Manufactured by



The world needs play.®



Equipment Quotation

Sales Representative

Miller Recreation Equipment & Design

Joe & Susan Miller

2017 91st Street N.W.

Bradenton, FL 34209

Phone: (941) 792-4580 Fax: (941) 794-2909

Quote Number: 93144124

Quote Date: 03/14/2014

Customer Number

Terms of Sale: Net 30

Customer Class: 1. Parks & Rec

Shipping Method: Miracle

Freight Terms: Prepaid

Approximate Ship Date: ASAP

Cust PO Num:

PO Remittance (if other than Sales Representative):

Prepared CITY OF LAKE WALES

For: 201 WEST CENTRAL AVENUE

LAKE WALES, FL 33853

zsuri@cityoflakewales.com

Location: CRYSTAL LAKE PARK

309 N. 5TH STREET

LAKE WALES, FL 33853

Payment Miracle Recreation Equipment Company

Remittance: 8445 Solution Center, Chicago, IL 60677-8004

Shipping/ Delivery ZAILET SURI (863) 678-4182X266

Contact:

Contact:

Payment/ Accounting ZAILET SURI (863) 678-4182X266

Contact: FAX (863) 678-4074

Quantity	Item Number	Description	Price Each	Price Total
1	466S105	NEXUS NAUTILUS SYSTEM	\$25,425.00	\$25,425.00
23	44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	\$61.00	\$1,403.00
1	4406R	ACCESS RAMP W/2 MIRACLE TIMBERS-RECYCLED	\$604.00	\$604.00

Color List:

System: NEX Item Number: 466S105 Quantity: 1

Equipment Total: \$27,432.00

Freight: \$1,585.08

Installation: \$5,418.00

Discount: \$5,761.00

Other Charge: \$2,501.00

SubTotal: \$31,175.08

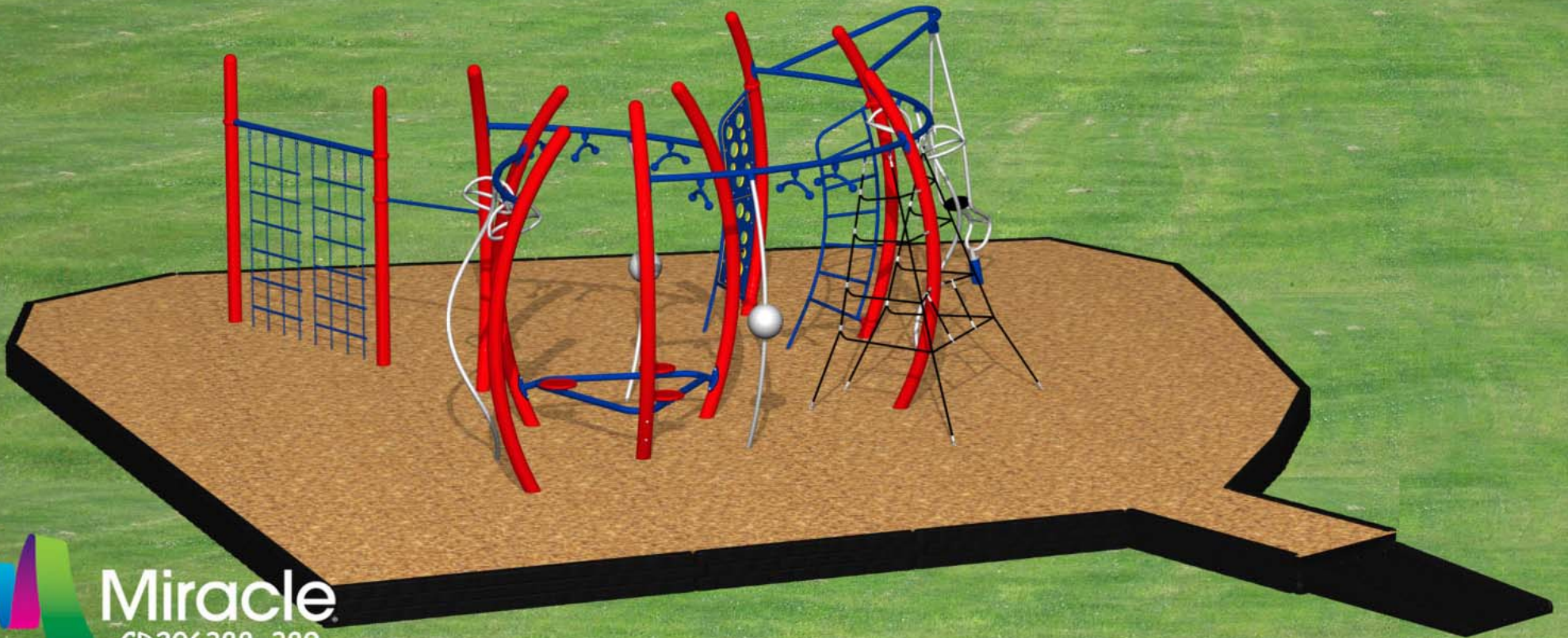
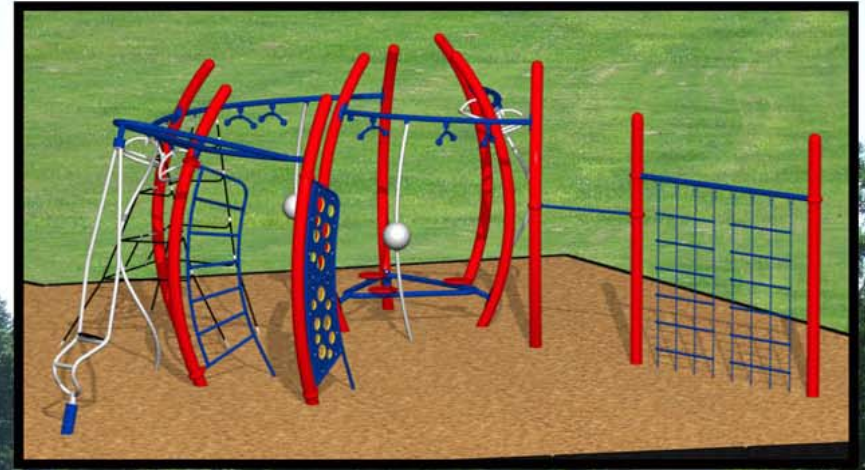
Grand Total: \$31,175.08

Notes:

"OTHER CHARGE" REPRESENTS 67 CY FIBAR (ADA APPROVED FALL MATERIAL), INSTALLED. DISCOUNT BASED ON "PIGGYBACK" ON MANATEE DISTRICT SCHOOLS TERM CONTRACT #11-0014-MR.

Crystal Lake Park

Lake Wales, FL



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 8445 Solution Center, Chicago, IL 60677-8004, 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: 93144124 **Quote Date:** 03/14/2014 **Equipment Total:** \$27,432.00 **Grand Total:** \$31,175.08

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 COMPANY.

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 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.