

RESOLUTION NO. 14-2216

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO PURCHASE PLAYGROUND EQUIPMENT FROM GAMETIME UTILIZING THE EXISTING U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE CONTRACT NO. 110179; APPROVING AN EXPENDITURE FROM THE CAPITAL PROJECTS FUND ACCOUNT NO. 301-4400-572.6410; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT WITH GAMETIME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town recently adopted a Five Year Capital Plan for the Parks and Recreation Department in Resolution No. 13-2187 and pursuant to that Plan the 96th Street Park renovation was listed as the number three priority; and

WHEREAS, the existing equipment is outdated and provides insufficient recreational use of the facility; and

WHEREAS, pursuant to Florida Statutes Chapter 163 Intergovernmental Programs, Part 1 (163.01) Florida Interlocal Cooperation Act of 1969, the Town of Surfside is permitted to join national cooperative purchasing agreements; and

WHEREAS, the Town of Surfside recommends to participate in the City of Charlotte/Mecklenberg County, North Carolina contract for Park and Playground, Number: #110171, to purchase Playground Equipment through the U.S. Communities Government Purchasing Alliance ("U.S. Communities") (A copy of the Agreement is located in the Town Clerk's Office); and

WHEREAS, U.S. Communities is co-founded and sponsored by the National Association of Counties (NACO), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO), and National Institute of Governmental Purchasing (NIGP); and

WHEREAS, the aforementioned contract for Park and Playground, Number #110171, has been competitively solicited and it is the desire of the Town of Surfside, pursuant to Chapter 163.01, to utilize such contract to make the most efficient use of the Town's powers to purchase and install the playground equipment from GameTime (See Attachment "A"); and

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into an agreement with GameTime in the amount of \$19,958.91 from the Capital

Projects Fund Account No. 301-4400-572.6410 to purchase and install the recreational playground equipment as shown in Attachment "A"; and

WHEREAS, in accordance with the Surfside procurement process and pursuant to Section 3-13(3) of the Code of Ordinances, the Town may enter into contracts entered into by another governmental agency through a competitive bid process; and

WHEREAS, Town Commission of the Town of Surfside, Florida feels it is in the best interest of the Town to enter into the Agreement with GameTime for the purchase and installation of the recreational playground equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to enter into an agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement by and between GameTime and the Town of Surfside attached as Exhibit "A."

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14 day of January 2014.

Motion by Commissioner Graubart, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart
Commissioner Michelle Kligman
Commissioner Marta Olchyk
Vice Mayor Michael Karukin
Mayor Daniel Dietch

yes
yes
yes
yes
yes



Daniel Dietch, Mayor

Resolution No. 14-2216

1. The Commission has received a request from the Government of Karnataka for the appointment of a member to the Commission.

2. The Commission has considered the request and is pleased to inform you that it has accepted the request and has appointed a member to the Commission.

3. The Commission has also received a request from the Government of Karnataka for the appointment of a member to the Commission.

4. The Commission has considered the request and is pleased to inform you that it has accepted the request and has appointed a member to the Commission.

5. The Commission has also received a request from the Government of Karnataka for the appointment of a member to the Commission.

6. The Commission has considered the request and is pleased to inform you that it has accepted the request and has appointed a member to the Commission.

7. The Commission has also received a request from the Government of Karnataka for the appointment of a member to the Commission.

8. The Commission has considered the request and is pleased to inform you that it has accepted the request and has appointed a member to the Commission.

9. The Commission has also received a request from the Government of Karnataka for the appointment of a member to the Commission.

10. The Commission has considered the request and is pleased to inform you that it has accepted the request and has appointed a member to the Commission.

11. The Commission has also received a request from the Government of Karnataka for the appointment of a member to the Commission.

12. The Commission has considered the request and is pleased to inform you that it has accepted the request and has appointed a member to the Commission.

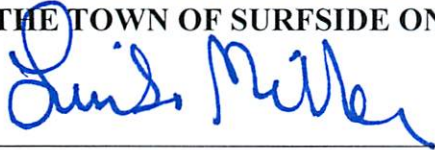
13. The Commission has also received a request from the Government of Karnataka for the appointment of a member to the Commission.

ATTEST:



Sandra Novoa, CMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**



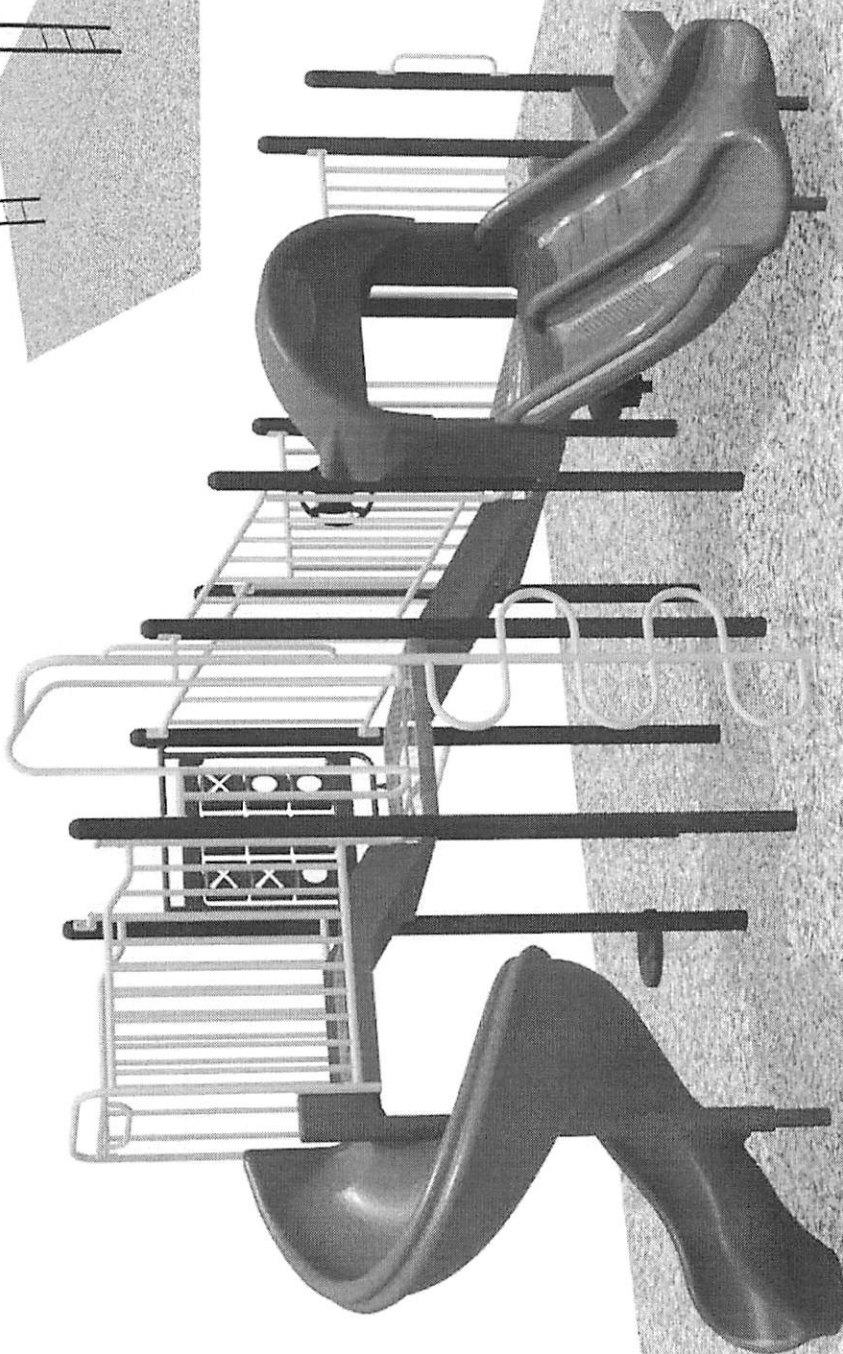
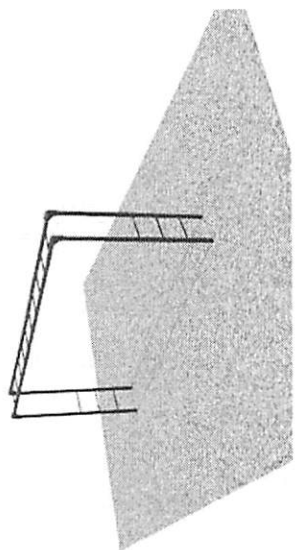
Linda Miller, Town Attorney

Resolution No. 14-2216



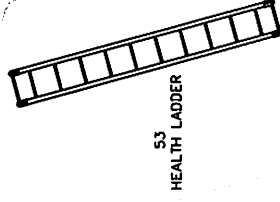
Town of Surfside
96th Street Park

drp **Dominica**
RECREATION PRODUCTS

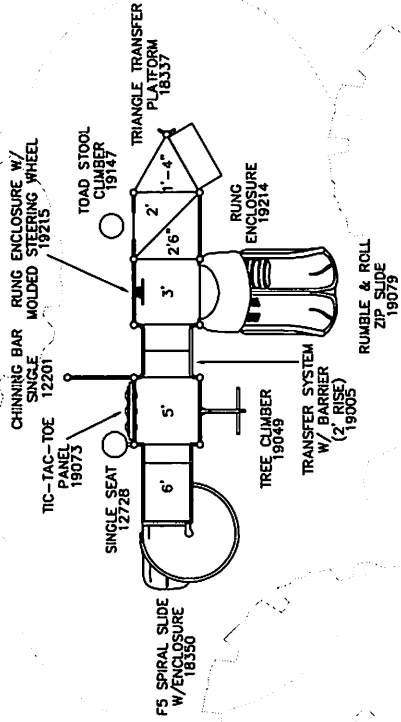


Arc B

Arc A



53 HEALTH LADDER



Total Elevated Play Components	6	Required	6
Total Elevated Play Components Accessible By Ramp	6	Required	6
Total Elevated Components Accessible By Transfer	6	Required	6
Total Accessible Ground Level Components Shown	2	Required	2
Total Different Types Of Ground Level Components	2	Required	2

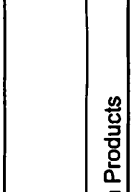
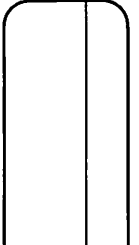
The play equipment and layout comply with the applicable Department of Justice 2010 ADA Standards for Accessible Design. Also the play equipment design and connections have been reviewed and are compliant with ASTM F1487-11.

Minimum Area Required: per site
 Scale: NTS
 This drawing can be scaled only when in an 11" x 17" format

This play equipment is recommended for children ages 5 - 12

Owner/operator shall install and maintain protective surfacing within the use zone (U.S.) or protective surfacing zone (Canada) of all play equipment to comply with ASTM F1292, F1951, F2075, F2223, F2478, and F1487 (U.S.) or CAN/CSA Z814 (Canada).

Drawn By: Rob
 Date: 12-11-13
 Drawing Name: Surfside A



150 PlayCore Drive SE
 Fort Payne, AL 35987
 www.gametime.com

Town of Surfside
 96th Street Park
 Representative
 Dominica Recreation Products



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

QUOTE
 #66175

12/11/2013

96th Street Park - Playground

Ship To Zip: 33154

Town of Surfside
 Attn: Stacie Barrett
 PO Box 546853
 Miami, FL 33154-6853
 Phone: 305-866-3635
 sbarrett@townofsurfsidefl.gov

Quantity	Description	Unit Price	Total Price
1	INSTALL 5-Star Plus - Removal of Existing Equipment	\$1,000.00	\$1,000.00
1	19577 Game Time - PrimeTime Myrtlewood	\$16,272.00	\$16,272.00
1	53 Game Time - Health Ladder	\$1,097.00	\$1,097.00
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>	\$3,750.00	\$3,750.00
1	Sealed 5-Star Plus - Signed/Sealed FBC 2010 Building Code Drawings	\$700.00	\$700.00

Surfacing by others! Sealed Drawings are included, however time and cost for permits will be by Town of Surfside.
 Contract: USC

SubTotal: \$22,819.00
 Discount: (\$4,080.80)
 Freight: \$1,220.71
Total Amount: \$19,958.91

This quote was prepared by Rob Dominica, President.
 For questions or to order please call - 800-432-0162 ext. 113 robd@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.

96th Street Park - Playground

QUOTE
#66175

12/11/2013

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.

Acceptance of quotation:

Accepted By (printed): Michael P. Crothy

P.O. No: _____

Signature: Michael Crothy

Date: January 15, 2014

Title: Town Manager

Phone: 305-861-4863

E-Mail: mcrothy@townofsouthsidefl.gov

Purchase Amount: **\$19,958.91**



U.S. COMMUNITIES

Policies & Organizations

The Industry's Best Warranty!

*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

- **Lifetime*** limited warranty on PowerScope®, PrimeTime®, and Xscape® uprights.
- **Lifetime*** limited warranty on all hardware.
- **Lifetime*** limited warranty on PowerScope Tru-Loc®.
- **15 Year** limited warranty on pipes, rungs, rails, metal decks and loops.
- **15 Year** warranty on rotationally molded KidTime® and GameTime® products.
- **10 Year** limited warranty on PrimeTime bolt-through connection.
- **10 Year** limited warranty on iTrack™ fitness equipment.
(does not include Endurance products)
- **5 Year** limited warranty on SuperSeats™.
- **5 Year** limited warranty on GFRC PlayWorx products.
- **3 Year** limited warranty on rubber or C type springs used on SaddleMates®.
- **1 Year** limited warranty on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.



Boundless Playgrounds

GameTime is pleased to announce our partnership with the National Center for Boundless Playgrounds, the first national nonprofit dedicated to opening the world of play to children of all abilities. A Boundless Playground eliminates barriers for children with all kinds of disabilities: physical, sensory, cognitive, and developmental. As a Boundless Playgrounds Industry Partner, GameTime is a leader in pursuing the goal of totally integrated play.

We are proud to partner with Boundless Playgrounds, Inc. and share their mission to build inclusive playgrounds where children of all abilities can learn and play side by side. On a Boundless Playground, all children gain the proven intellectual, physical, and social developmental benefits of unstructured play. They also develop an acceptance of individuals of all abilities.



General Services Administration

Under the GSA Schedules Program, GSA enters into

contracts with commercial firms to provide supplies and services at stated prices for given periods of time. Orders are placed directly with the Schedule contractor, and deliveries are made directly to the customer.

The GSA Schedules Program mirrors commercial buying practices more than any other procurement process in the federal government today. It provides customers with state-of-the-art, high-quality commercial supplies and services at volume discount pricing on a direct delivery basis. All customers, large or small, even those in remote locations, are provided the same services, convenience, and pricing.



National Lekotek Center

Since 1980, The National Lekotek Center's "therapeutic play" philosophy has grown to include a network of 20 affiliates, who serve over 6500 families annually. Lekotek offers a vast model of programs including; family play sessions, toy lending libraries, Compuplay programs, and other services, such as home visits, that meet the unique and diverse needs of families.

GameTime's parent company, PlayCore, worked in partnership with the National Lekotek Center to develop 2Play Together - a rich inclusive play program specifically designed to promote inclusive

play, understanding, and fun between children with and without disabilities on the playground. We are proud to partner with the National Lekotek Center to carefully evaluate a variety of products through their AblePlay Rating™ system to assess how it meets the needs of children of all abilities and support more inclusive play opportunities. In 2012, the National Lekotek Center awarded GameTime the first AblePlay ratings for commercial playground equipment for many of our inclusive play products.



Unlimited Play

Unlimited Play is an award winning non-profit organization that builds universally accessible playgrounds to promote health and wellness while transforming communities by providing the freedom of play for ALL children and families.

Many playgrounds around the world deny children, adults, and Veterans with disabilities the opportunity for recreation, enrichment, and social interaction which other people enjoy. Unlimited Play addresses this shortfall by providing a place where people of all abilities play together, learn from one another, value differences and find strength to overcome challenges.

An expert in both design and community engagement strategies, Unlimited Play can help you plan, design, fundraise, build and celebrate your next universally accessible playground.



U.S. Communities

With more responsibilities and smaller budgets than ever before, state and public agencies today are looking for ways to reduce both time and dollars spent. With U.S. Communities, a National Collaborative Purchasing Program, agencies are allowed to skip the lengthy bid process and take advantage of significant government discounts for playground equipment. And although saving money is a great benefit, most agencies agree that it is the ability to skip the bid process that is most attractive.



US Green Building Council

The U.S. Green Building Council is a 501(c)(3) nonprofit organization committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings. USGBC works toward its mission of market transformation through its LEED Green Building Program, robust educational offerings, and a nationwide network of chapters and affiliates.



ISO 9001/ISO 14001

Industry certification processes issued by the International Organization for Standardization. ISO 9001 is used to measure manufacturing standards and to certify company compliance with quality management systems covering design, development, production,