

**SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

399



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
August 27, 2014

SUBJECT: Approval of the American Tire Distributors Grant Agreement for Good Hope Park; District 1; [\$124,978] [American Tire Distributors Grant \$50,000, Community Improvement Designation Funds \$74,978]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the services agreement with GameTime Great Western Playground for the design and installation of adapted playground equipment at Good Hope Park without securing competitive bids; and
2. Authorize the Chairperson to execute three (3) copies of the services agreement; and
3. Direct the Clerk of the Board to return three (3) copies of the services agreement to the District for transmittal and file; and
4. Approve the grant agreement with American Tire Distributors for Good Hope Park; and
5. Authorize the Chairperson to execute three (3) copies of the grant agreement; and
6. Authorize the General Manager, or designee, to take all actions necessary to administer the grant agreement and execute future ministerial amendments to this agreement; and
7. Direct the Clerk of the Board to return three (3) copies of the grant agreement to the District for transmittal and approval from American Tire Distributors.
8. Direct the Auditor Controller to make the budget adjustment as shown on Schedule A.

(continued on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 8/26/14

Brande Hune
Brande Hune
Chief of Business Operations for
Scott Bangle, General Manager

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 124,978	\$ 0	\$ 124,978	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: American Tire Distributors Grant (\$50,000); Community Improvement Designation Funds (\$74,978);

Budget Adjustment: YES
For Fiscal Year: FY14-15

C.E.O. RECOMMENDATION:

APPROVE
BY: Alex Gann
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE: 8/26/14

Purchasing: Mark Seiler Assistant Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

BACKGROUND:

Summary (continued)

Located in the City of Perris, Good Hope Park is a one acre community park primarily serving the residents of Good Hope and Meadowbrook. Operations and maintenance of community parks, including Good Hope Park, was transferred to the District from EDA on November 1, 2013. As part of this process, the District conducted a site assessment at Good Hope Park to determine what renovations were necessary, if any. A number of potential renovations were identified, including the provision of ADA compliant parking stalls, access ramps to the park and restrooms, and playground upgrades.

In early 2014, the District was approached by GameTime Great Western Playground regarding a potential grant opportunity. This grant opportunity would provide \$50,000 in funds to be applied towards the construction of a fully accessible, adapted playground. Recognizing the positive impact this could have on Good Hope Park, the District applied for and was subsequently awarded the grant from American Tire Distributors. As a condition of the grant agreement, the District is required to utilize the services of GameTime Great Western Playground. GameTime Great Western Playground has submitted a design to American Tire Distributors for the new playground, which has been approved.

Impact on Citizens and Businesses

The construction of a new, larger, fully accessible playground will allow Good Hope Park to more adequately serve the residents of Riverside County. In addition to being able to accommodate larger numbers of children due to its increased size, children with disabilities living in nearby communities will be now be able to utilize the playground and restrooms.

SUPPLEMENTAL:

Additional Fiscal Information

The total cost for design and construction of the new adapted playground, ADA compliant parking stalls, and access ramps is \$124,978. The project will be paid for with \$74,978 in Community Improvement Designation funds that were allocated to the District in FY13-14 on agenda items 3-3 5/20/14 and 3-3 6/17/14, and \$50,000 in grant funds awarded to the District by American Tire Distributors.

SCHEDULE A

Increase Estimated Revenues:

25600	931155	781850	Grants - Nongovt Agencies	50,000
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Use of Fund Balance:

25600	931155	330100	Committed Fund Balance	74,978
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Increase Appropriations:

25600	931155	527700	Recreation Supplies	124,978
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Date: August 21, 2014

From: Julie A. Smith-Campbell
(Director or designee)

Department/Agency: Parks

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for the Design and Installation of an Adapted, ADA Compliant Playground and Appurtenances at Good Hope Park

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Design and Installation of an Adapted, ADA Compliant Playground and Appurtenances at Good Hope Park
2. **Supplier being requested:** GameTime Great Western Playground
3. **Alternative suppliers that can or might be able to provide supply/service:** Miracle Playground, Dave Bang Associates, Coast Recreation
4. **Extent of market search conducted:** The District contacted multiple playground equipment suppliers and requested price quotes for the concept design approved under the American Tire Distributors grant. Coast Recreation declined to quote the project. Dave Bang Associates was unable to bond for the amount of installation work required, and therefore declined to bid the project. A quote was received from Miracle Playground in the amount of \$138,909.55.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The District is required to use GameTime Great Western Playground under the grant agreement. The playground design rendered by GameTime Great Western Playground was previously approved by the grant funder, American Tire Distributors.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** In order to secure the \$50,000 in grant funding being offered to the District by American Tire Distributors, it is necessary to use GameTime Great Western Playground for the design and installation of the new equipment. Approval of this agreement will benefit the county by providing a new recreational amenity at reduced cost due to the grant.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** As demonstrated by the market search conducted, the price for GameTime Great Western Playground's service is reasonable and within the industry norm. Total cost for the playground through GameTime Great Western Playground is \$124,977.74, with the \$50,000.00 grant funding, the District cost will be \$74,977.74.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No.
9. **Period of Performance:** Date of approval through June 30, 2015.



8/25/14

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 74,977.74

One time

Annual Amount through 2015



8-25-14

15-169

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)

GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is made as of this ____ day of _____, 2014 by and between American Tire Distributors, Inc., a Delaware corporation with offices at 12200 Herbert Wayne Court, Suite 150, PO Box 3145, Huntersville, NC 28070-3145 (“**ATD**”) and Riverside County Regional Park and Open-Space District, with offices at 4600 Crestmore Road, Jurupa Valley, CA 92509 (the “**District**”).

WITNESSETH:

WHEREAS, the District has authorized a third party contractor (“**Contractor**”) to construct a playground at property located at 21565 Steele Peak Drive, Perris, CA 92570 (“**Property**”), that is barrier-free and developmentally advantageous for all children — those without disabilities as well as those with physical, sensory and developmental disabilities (the “**Project**”);

WHEREAS, the District has engaged a third party consultant (“**Consultant**”), pursuant that certain Services Agreement dated as of _____, 2014 (a fully-executed copy of which is attached hereto as Exhibit A, the “**Services Agreement**”), to provide consultation services to the Contractor and District in order to assist in configuring playground equipment and surfacing for the Project;

WHEREAS, ATD had a prior, direct relationship with Boundless Playgrounds, Inc., a non-profit corporation (“**BP**”) pursuant to which ATD made grants to BP for construction of playground projects, but ATD has now terminated its relationship with BP and desires to make grants to the District in support of the Project on the terms and conditions set forth below; and

WHEREAS, the District desires to enter into this Agreement to receive the grant funds from ATD for use in connection with the Project on the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF Ten dollars (\$10.00) and other good and valuable consideration, the receipt of which hereby is acknowledged, the parties agree as follows:

1. District Responsibilities

- A. The District shall procure, as necessary, and dedicate the Property for the Project. The Property shall be dedicated to Project for a minimum of ten (10) years following the date of final completion of the Project (the “**Completion Date**”). The Project shall commence no later than _____ and the Completion Date shall be no later than _____.
- B. The District, alone or together with Contractor and Consultant, shall, at its or their expense, oversee, plan, arrange for, design, develop, construct, test, review, inspect, approve, finalize and take all other actions related to the development and construction of the Project. The District shall ensure the Project is constructed in accordance with the approved plans and designs.
- C. The District shall install the equipment and safety surfacing for the Project in accordance with the approved plans, all of the Manufacturer’s guidelines and all applicable legal requirements. The

District shall be responsible for ensuring the Project complies with all applicable safety standards, as well as applicable federal, state and local laws and regulations. The District shall also have the Project inspected and approved by a Certified Playground Safety Inspector (CPSI) certified by the National Recreation and Parks Association.

- D. The District shall incorporate all of the ATD design elements into the Project and afford ATD the marketing and branding rights, in each case which are set forth on Exhibit B to this Agreement.
- E. The District shall provide all playground design elements to ATD and afford ATD the right to approve the Project.
- F. The District shall keep ATD promptly informed on the status of the Project and coordinate regular project process and status meetings.
- G. The District shall perform all other obligations and responsibilities imposed on it under the Services Agreement. ATD shall be an intended third party beneficiary of the Services Agreement.

2. Grant Funds

- A. In consideration of the District's performance of its obligations under this Agreement and the Services Agreement, ATD agrees to make a one-time grant of FIFTY THOUSAND DOLLARS (\$50,000.00) (the "**Grant Funds**") to the District. ATD shall pay the Grant Funds to the District on the following schedule: 50% (\$25,000) upon commencement of the project and 50% (\$25,000) upon completion of the project.
- B. The District may use the Grant Funds only to fund the budgeted costs of the Project set forth on Exhibit A to the Services Agreement, and for no other purpose. Upon request, the District shall provide a true and complete accounting of all uses of the Grant Funds to ATD. If the Grant Funds exceed the budgeted costs of the Project, the District shall return such excess funds to ATD, unless otherwise approved in writing by ATD. Other than the Grant Funds, ATD is not responsible for any other costs, fees or expenses incurred by the District or any third party.

3. Termination:

- A. If the District defaults on any of its obligations under this Agreement, ATD may elect to terminate this Agreement. In the event of a termination of this Agreement, ATD shall not be responsible for any delay or damage caused by the termination of this Agreement. It is expressly understood that the construction of the Project is an essential requirement of this Agreement.

4. Use of ATD Designation:

- A. The District agrees that, in conjunction with the construction of the Project, they will construct signs recognizing ATD's grant of the Grant Funds under this Agreement. The requirements with respect to signage for the playground are set forth in Exhibit B attached hereto and made a part hereof unless ATD agrees, in writing, to an alternate designation on signs to be constructed by the District. ATD reserves the right to change such signage requirements from time to time.
- B. ATD grants the District a limited, non-exclusive license to use the names "ATD™", "American Tire Distributors®", "TreadTown", and the ATD logo on signage for the Project in accordance with ATD's usage standards. ATD reserves the right to modify such usage standards at any time and without prior notice. Such license is granted solely for use in promoting the Project. Notwithstanding the foregoing, use of the names and logos of ATD on signage at, near or about the Project site requires specific written approval from ATD. ATD may terminate this license at any time and for any reason, upon which the District will remove all ATD names and logos. This paragraph shall survive the expiration or sooner termination of this Agreement.
- C. The District authorizes the use of the Project's name and site location to promote the charitable purposes of ATD. The District releases ATD and its officers, directors, agents, servants and employees from any and all liability connected with the publication or release of this information. The District waives any right to approve said information or to receive compensation or credit for the use of said information and also waives any right to bring a claim or cause of action related to this information. This paragraph shall survive the expiration or sooner termination of this Agreement.

6. Planning and News Media:

The District agrees that it shall make best efforts in all contacts with the news media to identify their involvement with ATD, in a manner approved by ATD. ATD will provide basic details about itself, including the promotional material.

7. Safety; Compliance with Law:

It is expressly understood that ATD does not manufacture or install playground equipment and surfacing. The District specifically agrees that it will assume responsibility for the playground equipment and surfacing that are purchased for the Project. In addition, ATD assumes no responsibility for the compliance by the equipment and surfacing plan, or the Project, with applicable legal requirements. As between ATD and the District, the District is responsible for the compliance by the equipment and surfacing plan and the Project with all applicable municipal, state, and federal laws, codes, rules and regulations, including without limitation the Americans with Disabilities Act. This requirement includes without limitation the provision of ADA-compliant accessway(s) to the Project that allow the Project to be fully, safely and legally accessible to individuals with disabilities (such accessways must have firm, stable and slip-resistant surfacing).

8. Indemnity; Insurance:

- A. The District shall indemnify and hold harmless ATD and its officers, directors, agents, servants and employees from and against any and all claims whatsoever arising out of, and/or in connection with, the Project and any playground built pursuant thereto, including without limitation claims for damage or injury to property or person (including death) resulting from the design, construction, installation or use of the Project and/or any playground and further from and against any and all loss, cost, expense, liability, damages, penalties, fines or injury, including legal fees and disbursements, that ATD and/or its officers, directors, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result thereof and the District agrees to and does hereby assume, on behalf of ATD and its officers, directors, agents, servants and employees, the defense of any action at law or in equity which may be brought against ATD and/or its officers, directors, agents, servants and employees upon or by reason of such claims and to pay on behalf of ATD and its officers, directors, agents, servants and employees, upon demand, the amount of any judgment that may be entered against ATD and/or its officers, directors, agents, servants or employees in any such action. The terms of this Section 8 shall survive the expiration or sooner termination of this Agreement.
- B. Prior to commencement of any work at the Project, the District shall procure and maintain, at its own expense, the following insurance from insurance companies satisfactory to ATD: Comprehensive General Liability Insurance, including personal injury liability, broad form property damage (including completed operations) and explosion, collapse and underground hazards, with the following minimum limits: Combined Single Limit Three Million (\$3,000,000.00) Dollars. Before commencing the work, the District shall furnish a certificate, satisfactory to ATD, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be cancelled or changed until the expiration of, or at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by ATD. ATD shall be named as an additional insured under these policies of insurance. It is expressly agreed and understood by and between the District and ATD that the insurance afforded the additional insureds shall be primary insurance and that any other insurance carried by ATD shall be excess of all other insurance carried by the District and shall not contribute with the District's insurance. The District further agrees that it will provide endorsements on its insurance policies which shall state the foregoing; however, the District's failure to provide such endorsement shall not affect the Agreement hereunder and failure of ATD to obtain such evidence before permitting the District to commence operations will not be deemed a waiver by ATD of the District's continuing obligation to maintain insurance coverage. Prior to placing an order for playground equipment and surfacing, the District agree to provide ATD with insurance certificates from all playground equipment, surfacing and installation companies that name the District and ATD as additional insured parties. If the District fails to procure and maintain such insurance, ATD shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the District, and the District shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

9. Disputes:

All disputes between ATD and the District arising, directly or indirectly, out of or relating to this Agreement and all suits and actions to enforce this Agreement may be dealt with and adjudicated in the state courts of North Carolina or the federal courts sitting in North Carolina, and each party hereto hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising directly or indirectly or relating to this Agreement or the Project or in any action to enforce this Agreement. Insofar as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one or more manners permitted by law, shall be necessary in order to confer jurisdiction upon the person of any party hereto in any such court.

10. Written Communications

Written communications as required herein shall be addressed to the appropriate party as:

As to ATD:

American Tire Distributors, Inc.
12200 Herbert Wayne Court, Suite 150
PO Box 3145
Huntersville, NC 28070-3145
Attn: Ron Sinclair (with copy to J. Michael Gaither, General Counsel)

As to District:

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Scott Bangle

11. Miscellaneous

- A. If any provision or item of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Agreement that shall be given effect without the invalid provisions, items or applications and, to this end, the provisions of this Agreement are hereby declared severable.
- B. This Agreement shall be binding upon, and inure to the benefit of, all of the parties and their respective successors and assigns.
- C. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. The execution of this Agreement may be effected by facsimile signatures, all of which shall be treated as originals; provided, however, that each party delivering the Agreement with a

facsimile signature shall promptly deliver an original signature to evidence and confirm the delivery of the facsimile signature. The parties hereto each intends to be bound by its respective facsimile transmitted signature, and is aware that the other parties will rely thereon, and each party waives any defenses to the enforcement of this Agreement, by reason of having delivered it by facsimile transmission.

- D. This Agreement sets forth the entire Agreement among the parties with respect to its subject matter, and all negotiations and understandings are merged into this Agreement. This Agreement may not be changed, modified or amended, except by a writing signed by all parties.
- E. Failure or delay of any party hereto to exercise any right, power or remedy provided in this Agreement or to insist upon strict adherence to any provision of this Agreement will not operate as a waiver.
- F. This Agreement does not constitute and shall not be construed to constitute an agency, joint venture or partnership between and/or among the parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement as of the day and year first above written.

AMERICAN TIRE DISTRIBUTORS, INC.

By: _____

Name: _____

Title: _____

DISTRICT:

By: _____

Name: _____

Title: _____

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE

EXHIBIT A

SERVICES AGREEMENT

See attached



Great Western Park & Playground
 P.O. Box 97
 Wellsville, UT 84339
 800.453.2735
 www.gwpark.com

QUOTE
 #76241

08/20/2014

Good Hope Park Inclusive Playground (EXHIBIT A - SERVICES AGREEMENT)

Riverside County Regional Park & Open Space District
 Attn: Kyla Brown
 21565 Steele Peak Drive
 Perris, CA 92570
 Phone: 951-955-3956
 Fax: 951-955-4305
 kylabrown@rivcoparks.org

Project #: P59981
 Ship To Zip: 92570

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - Custom Inclusive Playground	\$64,163.00	\$64,163.00
3	5035	Game Time - Custom Fiberglass Sign 1S	\$1,380.00	\$4,140.00
4	SIGNFEE	Game Time - Custom Tread Town Sign Design Fee	\$160.00	\$640.00
1	178749	Game Time - Owner's Kit	\$50.00	\$50.00
1	INSTALL	Game Time - DEMO AND DISPOSE OF EXISTING PLAY EQUIPMENT - <i>INCLUDES REMOVAL AND HAUL AWAY OF WOOD BORDERS AND 5' CONCRETE SIDEWALK</i>	\$2,765.75	\$2,765.75
1	INSTALL	Game Time - PUSH BACK EXISTING EWF AND REUSE WHEN COMPLETE - <i>INCLUDES EXCAVATE AND SPREAD ON SITE ADDITIONAL 900 SF TO EXPAND PIT.</i>	\$4,439.00	\$4,439.00
1	INSTALL	Game Time - INSTALL NEW PLAYGROUND EQUIPMENT	\$16,183.95	\$16,183.95
1	INSTALL	Game Time - PROVIDE AND INSTALL CONCRETE SUBBASE FOR PIP (853 SF)	\$7,121.95	\$7,121.95
1	INSTALL	Game Time - PROVIDE AND INSTALL NEW 6" CONCRETE CURBING (100 LF)	\$2,587.50	\$2,587.50
1	INSTALL	Game Time - PROVIDE AND INSTALL NEW 5' WIDE ADA SIDEWALK (120 LF) - <i>NOT SHOWN ON PLAN</i> INCLUDES NEW SIDEWALK TO EXISTING BATHROOMS	\$7,079.40	\$7,079.40
1	INSTALL	Game Time - PROVIDE AND INSTALL 16' RAMP - <i>INCLUDES 1' INCLINE, AND A 5' X 10' LANDING</i> <i>INCLUDES BASIC BLACK METAL RAILING</i>	\$5,479.75	\$5,479.75



PO Box 97 Wellsville, UT 84339 | 800.453.2735 | www.gwpark.com
 Devin Christensen | Draw Wilson
 devin@gwpark.com | drew@gwpark.com

Good Hope Park Inclusive Playground (EXHIBIT A - SERVICES AGREEMENT)

**QUOTE
#76241**

08/20/2014

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Game Time - ADA PREPARATION OF PARKING AREA - <i>CUT EXISTING ASPHALT CURB FOR ADA ACCESS PAINT AND STRIPE FOR TWO ADA PARKING STALLS PROVIDE AND INSTALL ADA SIGNAGE FOR TWO STALLS -THIS INCLUDES ONE ADA SIGN FOR EACH STALL AND ONE DISCLAIMER SIGN</i>	\$2,909.50	\$2,909.50
1	PIP	GT-Impax - Poured in Place Rubber Surfacing - 999 SF 8' CFH PREVAILING Wage Includes Track Design and 97 Linear Feet Turn Down Edge	\$14,725.00	\$14,725.00

\$50,000 TO BE AWARDED TO RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT (RIVCOPARKS) AFTER EXECUTION OF THE CONTRACT. SEE CONTRACT FOR HOW THIS WILL BE AWARDED.

SubTotal: \$132,284.80
Discount: (\$18,582.92)
Tax: \$4,032.81
Freight: \$7,243.05
Total Amount: \$124,977.74

COMMITMENT OF \$75,000 FROM RIVCOPARKS WAS NECESSARY FOR GRANT TO BE AWARDED.

THIS SERVICES AGREEMENT DOES NOT INCLUDE NEW WOOD FIBER SURFACING.

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western****



Good Hope Park Inclusive Playground (EXHIBIT A - SERVICES AGREEMENT)

QUOTE
#76241

08/20/2014

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western****

Payment Options

Credit Orders - Complete a Gametime Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa or Mastercard. If this payment option is selected a 2.5% processing fee may be imposed. Your credit card will be charged by Gametime.

Cash on Delivery(COD) - Cashiers Check ONLY made out to Gametime C/O of Great Western

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. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o Great Western. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services.

Pricing: f.o.b. factory, firm for 10 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. **Damaged goods and/or shortages must be reported within 30 days of receipt of shipment in order to receive full credit. Please inspect and inventory all items received and list all damaged and missing goods on the bill of lading provided by the freight driver. Credit will not be given on items reported outside the 30 day time period.**

Freight charges: Prepaid and added at time of invoicing.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Receipt of goods: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions. Unless specifically included, this quotation also excludes drawings and permits. This quotation also excludes impact testing and independent audits unless specifically included.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Site Dimensions: Confirmation of final site dimensions and use zones are the responsibility of the owner.

Use Zones: Use zones shown are minimum safety zones required and should be clear of any overhead obstructions and any other encroachments. Please refer to ASTM 1487-07 a e1 for additional information regarding using zones and placement of playground equipment.



PO Box 97 Wellsville, UT 84339 p: 800.653.2735 www.gwpark.com
Devin Christensen Drew Wilson
devin@gwpark.com drew@gwpark.com

Good Hope Park Inclusive Playground (EXHIBIT A - SERVICES AGREEMENT)

**QUOTE
#76241**

08/20/2014

***Orders cannot be processed without color options. Please list your color choice below.

Color Palette Name _____

Enter Desired Color

Uprights _____ Decks _____ Accents _____

Roofs, Tubes _____ Slides/Panels _____

THIS QUOTATION IS SUBJECT TO POLICES 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. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O GREAT WESTERN.

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Project Name: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

Salesman's Signature _____

Customer's Signature _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 8/20/14



PO Box 97 Wellsville, UT 84339 p: 800.453.2735 www.gwpark.com
Devin Christensen Devin Wilson
devin@gwpark.com drew@gwpark.com











