

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

RESOLUTION NO. 09-49

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH PLAYMORE RECREATIONAL PRODUCTS AND SERVICES FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A RUBBERIZED PLAYGROUND SURFACE (PIP-POURED IN PLACE) AT PALMETTO BAY PARK; AND TO PIGGYBACK WITH THE CITY OF JACKSONVILLE, FLORIDA'S CONTRACT NO. SC-0511-06 FOR PARK AND PLAYGROUND EQUIPMENT; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$154,038.96; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Boundless Playground at Palmetto Bay Park has been a huge success; and,

WHEREAS, the areas of playground surface covered by ADA mulch necessitates constant maintenance and regular replenishment; and,

WHEREAS, this combination of standard maintenance is very costly; and,

WHEREAS, grant dollars have been identified for the installation of a recycled rubber material to replace the ADA mulch presently in place at the playground; and,

WHEREAS, this new material will provide a healthy, safe play environment that is extremely durable and easy to maintain, while enhancing wheelchair accessibility; and,

WHEREAS, in accordance with our procurement process, the Village wishes to piggyback on the price agreement contract for park and playground equipment No. SC-0511-06 with the City of Jacksonville; and,

WHEREAS, the Mayor and Council authorize the Village Manager to enter into agreement with Playmore Recreational Products and Services for the purchase, delivery and installation of the PIP rubberized playground surface at Palmetto Bay Park; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

1
2 Section 1. The Village Manager is hereby authorized to enter into agreement with
3 Playmore Recreational Products and Services for the purchase, delivery and installation of PIP
4 (Poured in Place) rubberized playground surface at Palmetto Bay Park. Consistent with the terms
5 and conditions proposed within the following quotations: #1709 Revision B, # 1717 Revision B and
6 # 1712 Revision A.
7

8 Section 2. The Village Manager is hereby authorized to piggyback with the City of
9 Jacksonville, Florida's cooperative purchase contract No. SC-0511-06.
10

11 Section 3. The Village Manager is hereby authorized to issue a purchase order not to
12 exceed \$158,292.
13

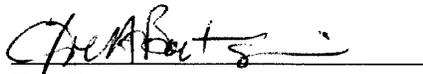
14 Section 4. This resolution shall take effect immediately upon adoption
15

16 PASSED and ADOPTED this 4th day of May, 2009.
17

18
19
20 Attest: 
21 Meighan Rader
22 Village Clerk
23


Eugene P. Flinn, Jr.
Mayor

24 APPROVED AS TO FORM:
25

26 
27 Eye Boutsis
28 Village Attorney
29

30 FINAL VOTE AT ADOPTION:
31

32
33 Council Member Ed Feller Absent
34
35 Council Member Howard J. Tendrich YES
36
37 Council Member Shelley Stanczyk YES
38
39 Vice-Mayor Brian W. Pariser YES
40
41 Mayor Eugene P. Flinn, Jr. YES

SUBJECT: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID# SC-0511-06

OPEN DATE: 4/26/2006

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT-EFFECTIVE, JUNE 1, 2006 THROUGH MAY 31, 2007 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

FOR: RECREATION

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED BIDDERS

NUMBER OF BIDS INVITED 35 NUMBER RECEIVED 35 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL OF AWARD TO UTILIZE THE FIRST (1) OF TWO (2) RENEWAL OPTIONS TO ORIGINAL VENDORS LISTED ON TAB SHEET; EXCEPT BP INTERNATIONAL, INC. (WHO DID NOT RESPOND TO RENEWAL REQUEST). FROM JUNE 1, 2007 THROUGH MAY 31, 2008.

TOTAL ESTIMATED AMOUNT OF EXPENDITURE \$1,500,000. NOT TO EXCEED \$3,000,000.00.

ATTACHMENTS: RECOMMENDATION
RENEWALS
TAB SHEET
ORIGINAL AWARD

Memo
BUYER: Sandy Averell
SANDY AVERELL

RESPECTFULLY SUBMITTED: [Signature]
Devin J. Reed, Director
Department of Procurement

CONCURRENCE BY: JOHN CULBRETH, DIRECTOR, PARKS & RECREATION

(ALL AWARD ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)
ACTION OF AWARDS COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 05/31/07

[Signatures]

OTHER: _____

ACTION OF AWARDING AUTHORITY

DATE: 5/31/07

APPROVED [check]

DISAPPROVED _____

Pam Markham
Deputy Chief Administrative Officer
For Mayor John Peyton
Under Authority of
Executive Order No. 06-07

OTHER _____

SIGNATURE OF AUTHENTICATION

[Signature]

PRICE AGREEMENT CONTRACT FOR PARK AND PLAY EQUIPMENT
 CONTRACT NO. SC-0511-06
 EFFECTIVE 6/1/06 FOR ONE YEAR, WITH TWO RENEWAL OPTION YEARS

Playmore Recreational Products and Services
 10271 Deer Run Farms Road, Suite 1
 Fort Myers, FL 33912
 239-791-2400
info@playmoreonline.com
 Luke Russell

Manufacturer	Discount Allowed from MSRP	Installation: Fixed % of Cost After Discount
Playworld	5%	32%
PlayDesigns	5%	32%
Climbing Boulders	5%	27%
Woodward	5%	27%
LifeTrail	5%	27%
Apollo Sunguard	5%	quoted
Fairweather	5%	50%
SofSurfaces	5%	quoted
SportsPlay	5%	50%
Zeager	5%	quoted
Irvine	5%	quoted
Webcoat	5%	50%
Sun Ports	2%	quoted
Enwood	10%	quoted
Americana	5%	quoted
Child Safe	5%	included
Child Forms	5%	32%
Kay Park	5%	50%
Groundscape	5%	quoted

PLAYMORE

Recreational
Products & Services

Why Playmore?

1. **CREDIBILITY** – With over 40 years of industry experience, Playmore ownership has worked with customers on projects of all sizes and budgets. Today, with over 200 installations a year, Playmore has established itself as the leader in recreational projects throughout the State of Florida.
2. **TURN KEY PROJECTS** – Playmore can be responsible for your entire project. From initial design and purchasing all the way through a complete and complex installation process.
3. **SITE ANALYSIS** – A Playmore representative can review your site to assure the right equipment is chosen for that location and to recommend any necessary site work.
4. **DESIGN** – In-house design staff offers you Site Layouts as well as three-dimensional rendering at no charge.
5. **PRESENTATIONS** – First class presentations including posters, binders and PowerPoint presentations.
6. **QUALITY** – Playmore uses only manufacturers that are known throughout the industry for their high quality standards.
7. **SAFETY** – Playmore only uses equipment that meets appropriate safety guidelines. Where applicable, third party certification can also be provided.
8. **WARRANTY** – Each manufacturer we use carries a customer friendly warranty that is equal to, or surpasses, industry standards.
9. **INSURANCE** – Our manufacturers carry up to \$11,000,000 of liability insurance and Playmore has \$2,000,000 of liability insurance to reduce your risk.
10. **LOCAL REPRESENTATIVES** – A full-time Local Representative can be reached toll free at 888-886-3757 to handle any issues that may arise during your project.
11. **MAINTENANCE TRAINING** – Many of our products come with a maintenance kit that explains proper maintenance. Also included are extra hardware, graffiti remover, and touch up paint.
12. **PURCHASING CONTRACTS** – Various purchasing contracts are available, including the State of Florida 650-001-00-1 and City of Jacksonville SC-0463-00.

PLAYMORE

**Recreational
Products & Services**

Certified Building Contractor

AC#1651560

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L04093000335

DATE	BATCHNUMBER	LICENSE NBR
09/30/2004	040169452	CBC1252224

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2006

RUSSELL, RYAN JAMES
PLAYMORE RECREATIONAL PRODUCTS AND SERVICES
10271 DEER RUN FARMS RD - STE 1
FT MYERS FL 33912

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR
SECRETARY

SUBMIT ORIGINAL AND ONE (1) COPY

BID SPECIFICATIONS



FOR

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

Parks, Recreation and Entertainment Department

BID NO: SC-0511-06
OPEN DATE: 04/26/2006
TIME: 2:00 P.M.
**PLACE: CONFERENCE ROOM C, 3RD FLOOR, CITY HALL
117 WEST DUVAL STREET
JACKSONVILLE, FL 32202**

PRE-BID CONFERENCE

DATE: n/a
TIME: n/a
LOCATION: n/a

**CITY OF JACKSONVILLE
DEPARTMENT OF PROCUREMENT**

**JOHN PEYTON
MAYOR**

**DEVIN J. REED
DIRECTOR**

EQUAL BUSINESS OPPORTUNITY PROGRAM
Encouragement Plan

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small Emerging Business / Minority Business Enterprises (JSEB/MBEs) in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB/MBE utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB/MBEs have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB/MBE Participation on this Bid. You may contact the City's Equal Business Opportunity Office for a copy of the JSEB/MBE directory or visit our web site at www.coj.net.

(REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

DATE: 4-21-06

BID FORM
City of Jacksonville
Department of Procurement

REQUEST TO BID NO. SC-0511-06

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION

CPLAYMORE RECREATIONAL PRODUCTS
& SERVICES
ATTN: LUKE RUSSELL
10271 DEER RUN FARMS ROAD, ST 1
FORT MYERS, FL 33912

SUBMIT BID IN DUPLICATE

THIS BID WILL BE OPENED ON 04/26/2006
2:00 P.M. IN CONFERENCE ROOM C, THIRD FLOOR, CITY HALL.
RESPONSE(S) TO BID MUST BE IN INK OR TYPEWRITTEN

BUYER: Sandy Averell PHONE: (904) 630-1498

BID SECURITY REQUIREMENTS
NONE

TERM OF CONTRACT
Other
Supply contract from June 1, 2006 thru May 31, 2007, with two (2) one (1) year renewal options.

SAMPLE REQUIREMENTS
Literature Required With Bid

PERFORMANCE BOND
None Required

QUANTITIES:
Quantities indicated reflect the approximate quantities to be purchased throughout contract period and are subject to fluctuations in accordance with actual requirements.

FOR TECHNICAL INQUIRIES, CONTACT:
Susan Saltgiver
(904) 630-3595

AGENCY: Parks, Recreation and Entertainment Department

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT. AGREEMENT WILL BE IN ACCORDANCE WITH ATTACHED TERMS & CONDITIONS, SPECIFICATIONS AND BID PROPOSAL FORMS.

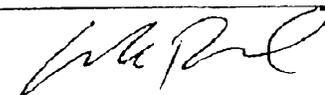
BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED, RESPONSIBLE VENDORS.

TERMS OF PAYMENT: (NET) OR % DISCOUNT DAYS
(DISCOUNTS OFFERED FOR PAYMENT PERIODS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING AWARD)

Bidder's Certification Material is F.O.B. Delivered to various park locations throughout Jacksonville, FL.

Delivery will be made in 45 business days from receipt of purchase order.

We have received addenda
through _____


Handwritten Signature of Authorized Officer of Firm Date 4-21-06
LUKE RUSSELL CO-PRESIDENT 239-791-2400 239-791-2401
Print Individual's Name & Title Phone Number Fax Number

SUPPLEMENTAL CONDITIONS

BID # SC-0511-06

1. SUBMISSION OF BIDS:

All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:

City of Jacksonville
Department of Procurement
117 West Duval Street, Suite 335
Jacksonville, Florida 32202.

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated, can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to insert the bid number and the open date on the label. Failure to do so may result in your bid being returned unopened.

2. BID/SURETY REQUIREMENTS:

All Bids that may require a bid security or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashiers checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. BID OPENING AND TABULATION:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE

4. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

A. **Generally** - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar

days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

B. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) -

Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

C. Third-Party Liability - The Prompt Payment requirements hereunder shall, in no

way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

5. PUBLIC ENTITY CRIME INFORMATION:

"A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list."

FORM GB-104, (revised 10/05)

INSURANCE AND INDEMNIFICATION

BID # SC-0511-06

1.00 INDEMNIFICATION:

- 1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
- 1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

2.00 INSURANCE:

2.01 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

- 2.02 Without limiting its liability under the Contract Agreement, the Contractor and its sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE

Workers Compensation
& Employer's Liability (including appropriate Federal Acts)

Commercial General Liability
- Occurrence Basis Only
Including Premises - Operations
Products Completed Operations
Blanket Contractual Liability
Blanket, X, C, U Hazards
Independent Contractors
Watercraft, if applicable

Automobile Liability
All autos - owned, hired & non-owned
(Automobile liability is required when services provide involve automobile use, including the delivery of goods.)

LIMITS

Florida Statutory Coverage
\$100,000 Each Accident
\$500,000 Disease/Policy Limit
\$100,000 Each Employee/Disease

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

\$1,000,000 Combined Single Limit

Professional Services Contracts require Professional Liability coverage at a minimum limit of \$1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.)

- 2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.
- 2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.
- 2.05 The City of Jacksonville and or its using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.

**BID SPECIFICATIONS
FOR
PRICE AGREEMENT CONTRACT FOR
PARK AND PLAYGROUND EQUIPMENT**

TERMS AND CONDITIONS

SCOPE:

The purpose of this bid invitation is to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog price list for the purchase of various park and playground equipment requested by the Department of Parks, Recreation, Entertainment and Conservation, City of Jacksonville, Florida. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog price list, after applying the above requested discount for purchase, for the installation of various park and playground equipment requested by the Department. It is understood that current catalog price lists are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of all park and playground equipment ordered, unless otherwise specified by the City of Jacksonville, Florida. The City may elect in certain circumstances to purchase only materials and have those materials installed by others (e.g., volunteers). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF BIDDERS:

If a bidder utilizes a sub-contractor installer(s) for any park or playground equipment, it must submit a list of its sub-contractor installer(s) with this bid. Additionally, it shall supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that it, or its sub-contractor installer, is an authorized installer certified to install playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in rejection of its bid.

COMPLIANCE WITH SPECIFICATIONS:

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offerings or "alternates." Bid only on forms supplies, using ink or typewriter. All corrections must be initiated. Bid only new, unused material.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid at no charge two (2) sets of each current catalog as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address, and telephone number. Additionally, each bidder awarded an option year renewal of this contract will submit at no charge two (2) sets of each then current catalog as well as current MSRP list for each catalog submitted, within 30 days of award of an option year renewal.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487	Standards	Methods of testing Playground Equipment for Public Use.
ASTM-F1292 Standards	Methods for testing various surfacing materials	to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur).

Copies may be obtained from American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428.

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety. Copies may be obtained from U.S. Consumer Product Safety Commission, Washington, D.C. 20207.

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes

- A date certain by which the project must be completed.
 - Include an updated catalog, if needed, and updated MSRP lists for the park and play equipment specifically quoted.
- The City will generate purchase orders as a result of approved "Request For Quotations" submitted, at the sole discretion of the City. The City reserves the right to not award to any, or to go outside the contract to award.

PROMOTIONAL PRICING:

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the City. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

F.O.B. POINT (FREIGHT):

On any Request For Quotation, the City will indicate the exact installation point. The bidder must then set freight charges, offering F.O.B. delivered. This price will be indicated on any purchase order issued. Bidders are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed at all delivery locations, without the assistance of City of Jacksonville personnel. Additionally, bidder will arrange for and be responsible for any storage of materials and equipment received.

PERMITS, FEES AND NOTIFICATIONS:

It shall be the bidder's responsibility to secure and pay for any and all permits that may be required to accomplish the work associated with the performance of these Bid Specifications. The City will not honor any request for payment of permits.

PAYMENT:

Price agreement contracts will be issued only to the vendor/manufacturer who submitted an awarded bid proposal. No split order payments separating equipment vendor payment from installer payment will be issued by the City of Jacksonville. Payment for installation charges will be the responsibility of the bidder. Payment for both equipment and installation will be made only upon completion of the entire scope of work and subsequent acceptance by the City of Jacksonville.

WARRANTY:

The successful bidder shall fully warrant, in writing within 30 days of final acceptance by City, all furnished or furnished/installed equipment to be free of defects in materials and/or workmanship for a period of at least one (1) year from date of installation and acceptance by City of Jacksonville. Successful bidder shall repair and/or replace, at no additional cost to City of Jacksonville, any defects or malfunctions noted during the warranty period. In addition, successful bidder shall transfer any manufacturer's guarantee to the City, in writing within 30 days of final acceptance by City, for supplier/installer furnished equipment extending beyond this contract period.

SUPERVISION:

A bidder job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

JOB COMPLETION:

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property as well as public property and all utilities which may exist within the work area. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the City or its contractor, and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The City reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the City reserves the right to seek all remedies in law and/or in equity.

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO. SC-0511-06

BIDDER PLAYMORE RECREATIONAL PRODUCTS & SERVICES

ADDRESS 10271 DEER RUN FARMS RD., SUITE 1

CITY, STATE, ZIP CODE FT. MYERS, FL 33912

PHONE 239-791-2400 FID# 65-0984408

E-MAIL info@playmoreonline.com

CONTACT NAME(S) LUKE RUSSELL

1. BIDDER CATALOG: Fixed percentage discount

Bidder _____
Discount off list price _____ %
Installation: Fixed percentage of cost (after discounts) of equipment _____ %

2. MANUFACTURER CATALOGS: Fixed percentage discount

Manufacturer PLAYWORLD
Fixed Percentage Discount off MSRP 5 %
Installation: Fixed percentage of cost (after discounts) of equipment 32 %

Manufacturer PLAYDESIGNS
Fixed Percentage Discount off MSRP 5 %
Installation: Fixed percentage of cost (after discounts) of equipment 32 %

2. MANUFACTURER CATALOGS: Fixed percentage discount (CONTINUED)

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO. SC-0511-06

BIDDER PLAYMORE RECREATIONAL PRODUCTS & SERVICES
ADDRESS 10271 DEER RUN FARMS RD., SUITE 1
CITY, STATE, ZIP CODE FT. MYERS, FL 33912
PHONE 239-791-2400 FID# 65-0984408
E-MAIL info@playmoreonline.com
CONTACT NAME(S) LUKE RUSSELL

1. BIDDER CATALOG: Fixed percentage discount

Bidder _____
Discount off list price _____ %
Installation: Fixed percentage of cost (after discounts) of equipment _____ %

2. MANUFACTURER CATALOGS: Fixed percentage discount

Manufacturer LIFETRAIL
Fixed Percentage Discount off MSRP 5 %
Installation: Fixed percentage of cost (after discounts) of equipment 27 %

APOLLO
Manufacturer SUNGUARD
Fixed Percentage Discount off MSRP 5 %
Installation: Fixed percentage of cost (after discounts) of equipment quoted per job %

2. MANUFACTURER CATALOGS: Fixed percentage discount (CONTINUED)

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO. SC-0511-06

BIDDER PLAYMORE RECREATIONAL PRODUCTS & SERVICES
ADDRESS 10271 DEER RUN FARMS RD, SUITE 1
CITY, STATE, ZIP CODE FT. MYERS, FL 33912
PHONE 239-791-2400 FID# 65-0984408
E-MAIL info@playmoreonline.com
CONTACT NAME(S) LUKE RUSSELL

1. BIDDER CATALOG: Fixed percentage discount

Bidder _____
Discount off list price _____ %
Installation: Fixed percentage of cost (after discounts) of equipment _____ %

2. MANUFACTURER CATALOGS: Fixed percentage discount

Manufacturer SPORTS PLAV
Fixed Percentage Discount off MSRP 5 %
Installation: Fixed percentage of cost (after discounts) of equipment 50 %

Manufacturer ZEAGER
Fixed Percentage Discount off MSRP 5 %
Installation: Fixed percentage of cost (after discounts) of equipment quoted per job %

2. MANUFACTURER CATALOGS: Fixed percentage discount (CONTINUED)

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO. SC-0511-06

BIDDER PLAYMORE RECREATIONAL PRODUCTS & SERVICES
ADDRESS 10271 DEER RUN FARMS RD., SUITE 1
CITY, STATE, ZIP CODE FT. MYERS, FL 33912
PHONE 239-791-2400 FID# 65-0984408
E-MAIL info@playmoreonline.com
CONTACT NAME(S) LUKE RUSSELL

1. BIDDER CATALOG: Fixed percentage discount

Bidder _____
Discount off list price _____ %
Installation: Fixed percentage of cost (after discounts) of equipment _____ %

2. MANUFACTURER CATALOGS: Fixed percentage discount

Manufacturer SUN PORTS
Fixed Percentage Discount off MSRP 2 %
Installation: Fixed percentage of cost (after discounts) of equipment quoted per job %

Manufacturer ENWOOD
Fixed Percentage Discount off MSRP 10 %
Installation: Fixed percentage of cost (after discounts) of equipment quoted per job %

2. MANUFACTURER CATALOGS: Fixed percentage discount (CONTINUED)

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO. SC-0511-06

BIDDER PLAYMORE RECREATIONAL PRODUCTS & SERVICES
ADDRESS 10271 DEER RUN FARMS RD., SUITE 1
CITY, STATE, ZIP CODE FT. MYERS, FL 33912
PHONE 239-791-2400 FID# 65-0984408
E-MAIL info@playmoreonline.com
CONTACT NAME(S) LUKE RUSSELL

1. BIDDER CATALOG: Fixed percentage discount

Bidder _____
Discount off list price _____ %
Installation: Fixed percentage of cost (after discounts) of equipment _____ %

2. MANUFACTURER CATALOGS: Fixed percentage discount

Manufacturer CHILD FORMS
Fixed Percentage Discount off MSRP 5 %
Installation: Fixed percentage of cost (after discounts) of equipment 32 %

Manufacturer KAY PARK
Fixed Percentage Discount off MSRP 5 %
Installation: Fixed percentage of cost (after discounts) of equipment 50 %

2. MANUFACTURER CATALOGS: Fixed percentage discount (CONTINUED)

WARRANTY INFORMATION FORM

BID# SC-0511-06 Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: PLAYWORLD

Is there a warranty on the equipment proposed? Yes No

Does warranty apply to ALL components or only part? (State explicitly) ALL

*Parts warranty period VARIES - SEE WARRANTY IN CATALOG. Service warranty period INSTALL - 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS & SERVICES 10271 DEER RUN FARMS RD., SUITE 1 FT. MYERS, FL 33912
(please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) PLAYWORLD
1000 BUFFALO RD., LEWISBURG, PA 17837 800-233-8404
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: YES NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS & SERVICES

SIGNATURE [Signature] DATE 4-21-06

TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06 Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: CLIMBING BOULDERS

Is there a warranty on the equipment proposed? ✓
Yes No

Does warranty apply to ALL components or only part? (State explicitly) ALL

* Parts warranty period VARIES - SEE WARRANTY ^{IN CATALOG} Service warranty period INSTALL - 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS
+ SERVICES 10271 DEER RUN FARMS RD., SUITE 1 FT. MYERS, FL 33912
(please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) PLAYWORLD
1000 BUFFALORD., LEWISBURG, PA 17837 800-233-8404
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: ✓
YES NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS + SERVICES
SIGNATURE [Signature] DATE 4-21-06
TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06 Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: LIFE TRAIL

Is there a warranty on the equipment proposed? ✓
Yes No

Does warranty apply to ALL components or only part? (State explicitly) ALL

*Parts warranty period VARIES - SEE WARRANTY IN CATALOG Service warranty period INSTALL - 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS
+ SERVICES 10271 DEER RUN FARMS RD., SUITE 1 FT. MYERS, FL 33912
(please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) PLAYWORLD
1000 BUFFAW RD., LEWIS BURK, PA 17837 800 233 8404
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: ✓
YES NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS + SERVICES
SIGNATURE [Signature] DATE 4-21-06
TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06

Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: FAIRWEATHER

Is there a warranty on the equipment proposed? Yes [checked] No

Does warranty apply to ALL components or only part? (State explicitly) ALL

* Parts warranty period VARIES - SEE WARRANTY CATALOG Service warranty period INSTALL - 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS & SERVICES 10271 DEER RUN FARMS RD., SUITE 1 FT. MYERS, FL 33912 (please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) FAIRWEATHER 1515 VIVIAN CT PORT ORCHARD, WA 98367 800-323-1798 (please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: YES [checked] NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS & SERVICES SIGNATURE [Signature] DATE 4-21-06 TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06 Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: SPORTS PLAY

Is there a warranty on the equipment proposed? ✓ Yes _____ No

Does warranty apply to ALL components or only part? (State explicitly) ALL

*Parts warranty period 1 YEAR + Service warranty period INSTALL 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS

+SERVICES 10271 DEER RUN FARMS RD, SUITE 1 FT. MYERS, FL 33912
(please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) SPORTS PLAY

5642 NATURAL BRIDGE ST. LOUIS, MO 63120 800 727 8180
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____ ✓
YES NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS + SERVICES

SIGNATURE [Signature] DATE 4-21-06

TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06 Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: IRVINE

Is there a warranty on the equipment proposed? ✓
Yes No

Does warranty apply to ALL components or only part? (State explicitly) ALL

* Parts warranty period 1 YEAR + service warranty period INSTALL 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS

+ SERVICES 10271 DEER RUN FARMS RD, SUITE 1 FT. MYERS, FL 33912
(please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) IRVINE

110 GLENDALE MILFORD RD MIAMIVILLE OH 45147 8668318873
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: ✓
YES NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS + SERVICES

SIGNATURE [Signature] DATE 4-21-06

TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06 Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: SUN PORTS

Is there a warranty on the equipment proposed? ✓
Yes No

Does warranty apply to ALL components or only part? (State explicitly) ALL

*Parts warranty period VARIES - SEE WARRANTY ^{page} Service warranty period INSTALL - 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS
+ SERVICES 10271 DEER RUN FARMS RD, SUITE 1 FT. MYERS, FL 33912
(please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) SUN PORTS
8505 A CHANCELLOR ROW DALLAS, TX 800 466 5005
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: ✓
YES NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS + SERVICES
SIGNATURE [Signature] DATE 4-21-06
TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06 Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: AMERICANA

Is there a warranty on the equipment proposed? Yes No

Does warranty apply to ALL components or only part? (State explicitly) ALL

* Parts warranty period 1 YEAR + service warranty period INSTALL - 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS

+ SERVICES 10271 DEER RUN FARMS RD., SUITE 1 FT. MYERS, FL 33912
(please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) AMERICANA

2 INDUSTRIAL DR., SALEM IL 62881 800 851 0865
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HERewith: YES NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS + SERVICES

SIGNATURE [Signature] DATE 4-21-06

TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06

Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: CHILD FORMS

Is there a warranty on the equipment proposed? Yes [checked] No

Does warranty apply to ALL components or only part? (State explicitly) ALL

*Parts warranty period VARIES - SEE WARRANTY PAGE Service warranty period INSTALL - 1 YEAR

Nearst source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS & SERVICES 10271 DEER RUN FARMS RD., SUITE 1 FT. MYERS, FL 33912 (please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) CHILD FORMS 110 CHARLESTON DR SUITE 106 MORRISVILLE, NC 28117 800-447-1349 (please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: YES [checked] NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS & SERVICES

SIGNATURE [Signature] DATE 4-21-06

TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

WARRANTY INFORMATION FORM

BID# SC-0511-06

Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: GROWNSCAPE

Is there a warranty on the equipment proposed? Yes No

Does warranty apply to ALL components or only part? (State explicitly) ALL

*Parts warranty period 1 YEAR + service warranty period INSTALL 1 YEAR

Nearest source for parts and/or service: FT. MYERS, FL

Name and address of authorized service center(s): PLAYMORE RECREATIONAL PRODUCTS

+SERVICES 10271 DEER RUN FARMS RD., SUITE 1 FT. MYERS, FL 33912
(please include name, address, city, state, zip, and phone number) 239-791-2400

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) GROWNSCAPE

4595 VAN LIPS RD. BROOKLYN HEIGHTS, OH 44131 877 922 7529
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: YES NO

NAME OF BIDDER: PLAYMORE RECREATIONAL PRODUCTS + SERVICES

SIGNATURE [Signature] DATE 4-21-06

TITLE CO-PRESIDENT PHONE NUMBER 239-791-2400

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

CITY OF JACKSONVILLE



DEPARTMENT OF PROCUREMENT

117 West Duval Street – Suite 335, Jacksonville, Florida 32202
(904) 630-1184-Ph; (904) 630-7283-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Extension Request / Supplemental Protest Documentation
- 126.106(e)(5) Delivery
- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Director of the Department of Procurement (the "Director") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Department of Procurement for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to

present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Department of Procurement and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Department of Procurement recommendation or the decision or intended

decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

NO BID FORM

BID# SC-0511-06

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Department of Procurement
117 West Duval Street, Suite 335
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reasons:

Name of Firm

Signature and Title

Street Address or P.O. Box

City _____ State _____ Zip Code _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

FORM GB-107, Revised 1/04

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

04/24/09

Job Number: 1717
Revision: B

Client: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay FL 33157

Job: Palmetto Bay PIP Area 5
17350 SW 94 Ave.
Palmetto Bay FL 33157
Fanny Carmona
305-259-1234

Sales Rep: Anna Marie Rosinski

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Installation				
Child Safe	Area 5 to be Surfaced: 1,296 SF at 3" depth. 50/50 Color. 1. Remove all existing wood mulch from the area and leave on site. 2. Install and compact a 6" thick layer of crushed stone. 3. Install a geotextile filter fabric over the stone base. 4. Install new PIP cushion base 2 1/2" thick area 5. 5. Install 1/2" thick EPDM top over the new cushion base.	1296	\$19.19	\$24,870.24
Discount Jax	City of Jacksonville SC-0511-06 5%	-1	\$1,243.51	-\$1,243.51
Discount	Courtesy Discount, 5%	-1	\$1,243.51	-\$1,243.51
Subtotal:				\$22,383.22
Grand Totals:				\$22,383.22

Notes: NO OTHER SERVICES INCLUDED.

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

04-24-2009

Job Number: 1717
Revision: B

Client: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay FL 33157

Job: Palmetto Bay PIP Area 5
17350 SW 94 Ave.
Palmetto Bay FL 33157

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.

Installation Terms:

Standard Services Include:

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

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.
- * Building Permits.
- * 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 Loose-Fill Surfacing. The CPSC Public Playground Safety Handbook states "Never use less than 9 inches of loose-fill material. Shallower depths are too easily displaced and compacted." and "CPSC staff strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete, or hard packed earth, unless the installation adds the following layers of protection. Immediately over the hard surface there should be a 3 - 6 inch base layer of loose-fill (e.g., gravel for drainage). The next layer should be a Geotextile cloth. On top of that should be a loose-fill layer ... Embedded in the loose-fill layer should be impact attenuating mats under high traffic areas, such as under swings, at slide exits, and other places where displacement is likely. ... Older playgrounds that still exist on hard surfacing should be modified to provide appropriate surfacing." Playmore strongly recommends that these guidelines be followed. 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. # _____

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

04/24/09

Job Number: 1709
Revision: B

Client: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay FL 33157

Job: Palmetto Bay PIP Area 2,6
17350 SW 94 Ave.
Palmetto Bay FL 33157
Fanny Carmona
305-259-1234

Sales Rep: Anna Marie Rosinski

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Installation				
Child Safe	Areas 2 & 6 to be Surfaced: 6,994 SF 2" depth, 50/50 Color. 1. Remove all existing wood mulch from the two areas and leave on site. 2. Install and compact a 6" thick layer of crushed stone. 3. Install a geotextile filter fabric over the stone base. 4. Cut the edges of the existing PIP safety surface back to level surface and then trim the EPDM top layer back an additional 3" to create staggered joint. 5. Install new PIP cushion base 1 1/2" thick and match up to the existing PIP, 6,994 SF. 6. Install 1/2" thick EPDM top over the new cushion base 6,994 SF.	6994	\$16.04	\$112,183.76
Discount Jax	City of Jacksonville SC-0511-06 5%	-1	\$5,609.19	-\$5,609.19
Discount	Courtesy Discount, 5%	-1	\$5,609.19	-\$5,609.19
			Subtotal:	\$100,965.38
			Grand Totals:	\$100,965.38

Notes: NO OTHER SERVICES INCLUDED.

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

04-24-2009

Job Number: 1709
Revision: B

Client: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay FL 33157

Job: Palmetto Bay PIP Area 2,6
17350 SW 94 Ave.
Palmetto Bay FL 33157

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.

Installation Terms:

Standard Services Include:

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

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.
- * Building Permits.
- * 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 Loose-Fill Surfacing. The CPSC Public Playground Safety Handbook states "Never use less than 9 inches of loose-fill material. Shallower depths are too easily displaced and compacted." and "CPSC staff strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete, or hard packed earth, unless the installation adds the following layers of protection. Immediately over the hard surface there should be a 3 - 6 inch base layer of loose-fill (e.g., gravel for drainage). The next layer should be a Geotextile cloth. On top of that should be a loose-fill layer ... Embedded in the loose-fill layer should be impact attenuating mats under high traffic areas, such as under swings, at slide exits, and other places where displacement is likely. ... Older playgrounds that still exist on hard surfacing should be modified to provide appropriate surfacing." Playmore strongly recommends that these guidelines be followed. 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. # _____

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

04/23/09

Job Number: 1712
Revision: A

Client: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay FL 33157

Job: Palmetto Bay PIP Area 3
17350 SW 94 Ave.
Palmetto Bay FL 33157
Fanny Carmona
305-259-1234

Sales Rep: Anna Marie Rosinski

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Installation				
Child Safe	Area 3 to be Surfaced: 2,172 SF 3" depth, 50/50 Color. 1. Remove all existing wood mulch and leave on site. 2. Install and compact a 6" thick layer of crushed stone. 3. Install a geotextile filter fabric over the stone base. 4. Cut the edges of the existing PIP safety surface back to level surface and then trim the EPDM top layer back an additional 3" to create staggered joint. 5. Install new PIP cushion base 2 1/2" thick and match up to the existing PIP, 1,716 SF 6. Install 1/2" thick EPDM top over the new cushion base, and 3/8" thick over the existing PIP, 456 SF.	2172	\$15.70	\$34,100.40
Discount Jax	City of Jacksonville SC-0511-06 5%	-1	\$1,705.02	-\$1,705.02
Discount	Courtesy Discount, 5%	-1	\$1,705.02	-\$1,705.02
			Subtotal:	\$30,690.36
			Grand Totals:	\$30,690.36

Notes: NO OTHER SERVICES INCLUDED.

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

04-23-2009

Job Number: 1712
Revision: A

Client: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay FL 33157

Job: Palmetto Bay PIP Area 3
17350 SW 94 Ave.
Palmetto Bay FL 33157

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.

Installation Terms:

Standard Services Include:

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

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.
- * Building Permits.
- * 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 Loose-Fill Surfacing. The CPSC Public Playground Safety Handbook states "Never use less than 9 inches of loose-fill material. Shallower depths are too easily displaced and compacted." and "CPSC staff strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete, or hard packed earth, unless the installation adds the following layers of protection. Immediately over the hard surface there should be a 3 - 6 inch base layer of loose-fill (e.g., gravel for drainage). The next layer should be a Geotextile cloth. On top of that should be a loose-fill layer ... Embedded in the loose-fill layer should be impact attenuating mats under high traffic areas, such as under swings, at slide exits, and other places where displacement is likely. ... Older playgrounds that still exist on hard surfacing should be modified to provide appropriate surfacing." Playmore strongly recommends that these guidelines be followed. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

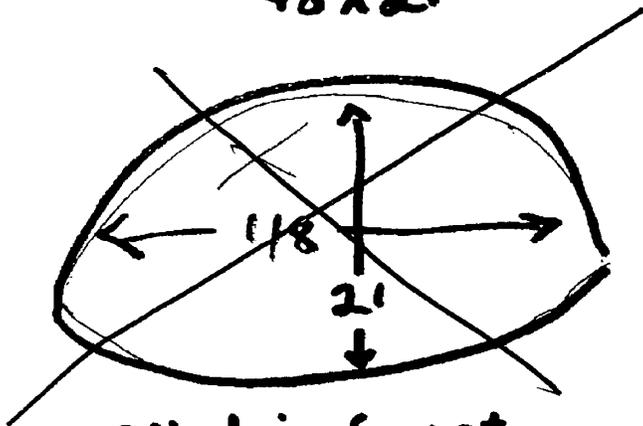
Acceptance Signature _____ Date _____ P.O. # _____

DALMETO BAY PARK PLAY MORE

areas

1, 2, 3, 4

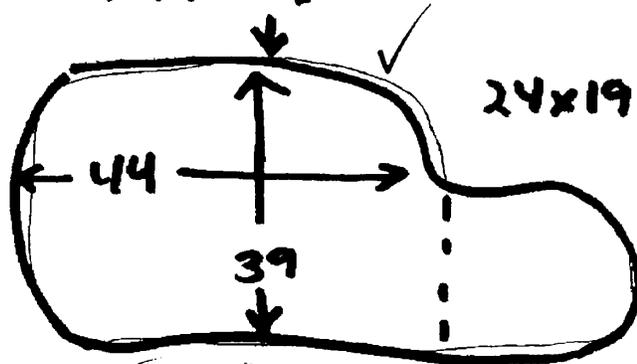
48x21



Climbing Sculpt

#1

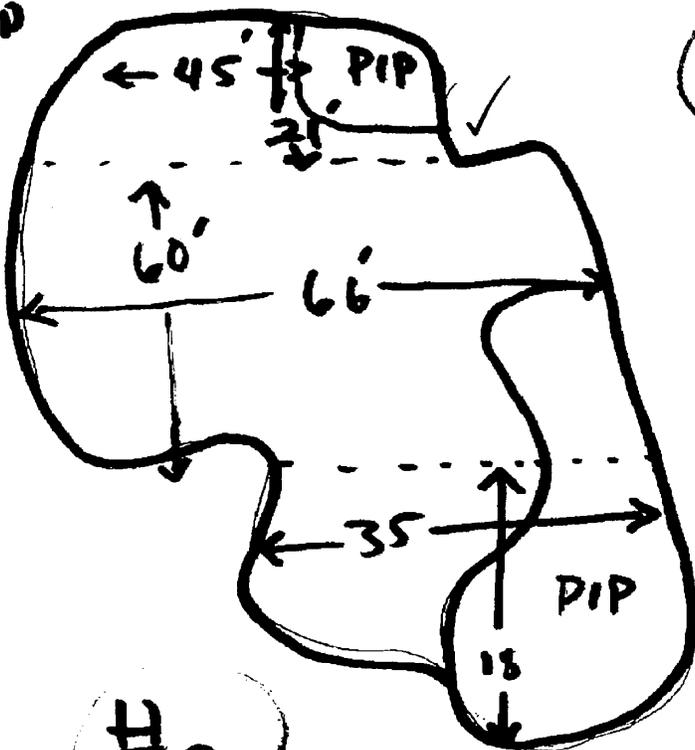
44x39



#3

Swings

13x21 PIP



#2

Large PG.

26

31

Saucer Swings

#4

PLAYMORE

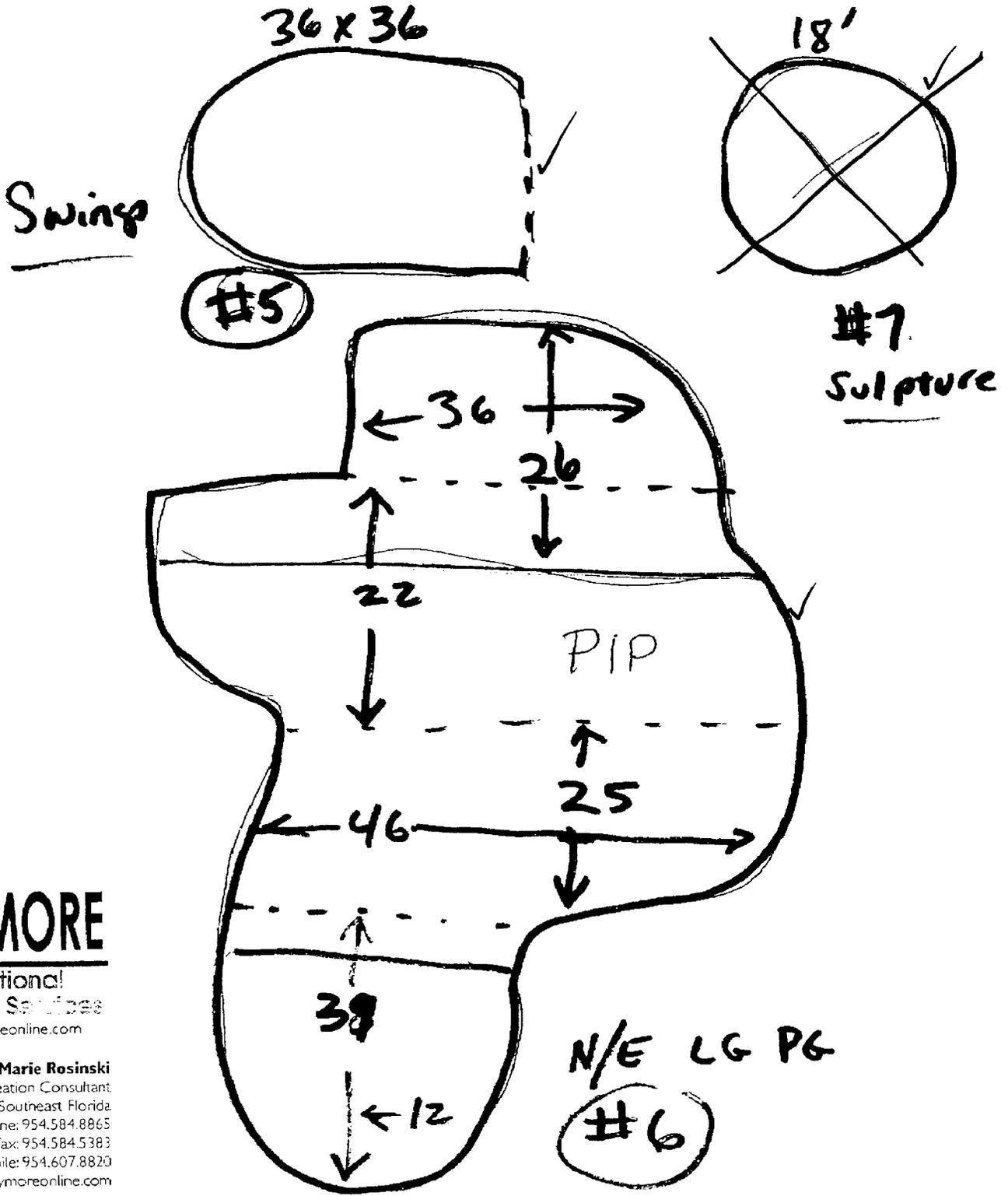
Recreational
Products & Services
www.playmoreonline.com

AnnaMarie Rosinski
Recreation Consultant
Southeast Florida
phone: 954.584.8865
fax: 954.584.5383
mobile: 954.607.8820
annamarier@playmoreonline.com

Corporate

10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966
phone: 888.886.3757
fax: 239.791.2401
www.playmoreonline.com

Palm He Bay Park areas 5, 6 + 7



PLAYMORE

Recreational
Products & Services
www.playmoreonline.com

AnnaMarie Rosinski
Recreation Consultant
Southeast Florida
phone: 954.584.8865
fax: 954.584.5383
mobile: 954.607.8820
annamariet@playmoreonline.com

Corporate
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966
phone: 888.886.3757
fax: 239.791.2401
www.playmoreonline.com



CHILD SAFE PRODUCTS INC.

Amityville NY 11701 * Riviera Beach FL 33404 * Scottsdale AZ 85260

Warranty

Child Safe Products Inc. (hereafter known as CSP) warrants the poured-in-place (hereafter known as PIP) rubber surface (as per the CSP specifications) installed under this contract agreement located at _____ for a period of three (3 years) commencing from the date of completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the CSP PIP surface only.

This limited warranty includes only CSP obligation to repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delaminating, peeling and loss of integrity as a result of the CSP PIP degradation. CSP is under no obligation or responsibility to repair and/or replace the PIP surface if damaged by vandalism (including cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of maintenance, any foreign residue that may be deposited on the surface, normal wear and tear, damage from sharp objects (high heels, spikes, etc.) or acts of God.

All warranty claims shall be made in writing to CSP within 7 days after the Owner has knowledge thereof, but in no event later than 7 days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with CSP at the installation site (if applicable). CSP shall not be responsible for warranty claims for any notices received from the Owner after 7 days of Owner's first knowledge of the failure.

CSP shall determine the validity of all claims after sufficient evidence has been gathered. CSP shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a Child Safe PIP rubber surface.

Any dispute as to whether and to what extent there is a PIP surface failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between CSP and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner or CSP shall submit the matter to an arbitrator in the state of New York who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulations of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty does NOT include the underlying material (NOTE: existing surface, existing or new asphalt, aggregate, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving or settling), then CSP warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delaminating of the PIP rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the PIP rubber surface without the written authorization of CSP. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the PIP rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify CSP from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

645 Broadway Amityville, NY 11701
631-841-0363 Fax: 631-841-0562
Toll Free: 800-434-5616

E-Mail: safetsrfce@aol.com



CHILD SAFE PRODUCTS INC.

Amityville NY 11701 * Riviera Beach FL 33404 * Scottsdale AZ 85260

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the CSP Maintenance Guidelines provided by CSP. Owner agrees that in no event shall CSP have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the PIP rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation or Owner to CSP.

SAMPLE

CHILD SAFE PRODUCTS INC.

Date of Issue:

By:

Client:

Contractor:

Located at:

Certificate Number:

Authorized Signature
Title: Office Manager

645 Broadway Amityville, NY 11701
631-841-0363 Fax: 631-841-0562
Toll Free: 800-434-5616

2

E-Mail: safetsrfce@aol.com

PLAYMORE

Recreational
Products & Services

10271 Deer Run Farms Road, Suite 1 • Fort Myers, FL 33966
(239) 791-2400 • (888) 886-3757 • (239) 791-2401 Fax

May 1, 2009

Ms. Josie Bober
Department of Parks & Recreation
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

RE: Palmetto Bay Park PIP Rubberized Surface

Dear Ms. Bober:

Playmore Recreational Products & Services hereby grants permission to the Village of Palmetto Bay to piggy-back from the City of Jacksonville, Florida, Contract # SC-05-11-06 to provide PIP rubberized surface, for Palmetto Bay Park. Contract terms, pricing and conditions remain in effect.

Sincerely,



Luke Russell
Vice President