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RESOLUTION NO. 09-66

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VITA-COURSE IMPROVEMENTS AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK WITH CITY OF JACKSONVILLE, FLORIDA'S CONTRACT NO. SC-0511-06 AND ENTER INTO CONTRACT WITH PLAYMORE RECREATIONAL PRODUCTS AND SERVICES, INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A STANDARD SIX STATION LIFETRAIL IN AN AMOUNT NOT TO EXCEED \$36,916.95; AND ENTER INTO A CONTRACT WITH REP SERVICES, INC., FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A TEN STATION HEALTHBEAT OUTDOOR FITNESS SYSTEM IN AN AMOUNT NOT TO EXCEED \$41,089.57; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, residents have requested activities and programming for older adults; and

WHEREAS, LifeTrail is specifically designed to provide older adults with the opportunity to walk outdoors, and to stretch and strengthen their bodies; and

WHEREAS, HealthBeat provides a unique, interesting, progressively challenging way to integrate exercise with a natural, outdoor environment; and

WHEREAS, this combination of fresh air, sunshine, and exercise will inspire people of all ages to get moving towards better fitness; and

WHEREAS, during the FYE 08-09 budget process, funding was approved for outdoor fitness equipment as part of the Coral Reef Park capital improvement initiatives; and

WHEREAS, in accordance with our procurement process, the Village of Palmetto Bay wishes to piggyback on the price agreement contract bid#SC0511-06 with the City of Jacksonville; and

WHEREAS, the Mayor and Village Council desire to approve the purchase and installation of six LifeTrail stations and ten HealthBeat stations ; and

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


Section 1. Authorizes the Village Manager to enter into agreement with Playmore Recreational Products and Services for the purchase, delivery and installation of a standard six station LifeTrail consistent with the terms and conditions proposed within quotation no. 960 (attached) and disburse an amount not to exceed \$36,916.95.


1 **Section 2.** Authorizes the Village Manager to enter into agreement with Rep Services,
2 Inc. for the purchase, delivery and installation of ten HealthBeat outdoor fitness stations consistent
3 with the terms and conditions proposed within quotation no. 5650 (attached) and disburse an
4 amount not to exceed \$41,089.57.

5
6 **Section 3.** This resolution shall take effect immediately upon adoption
7

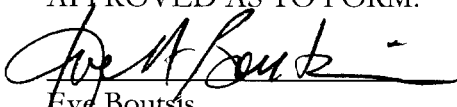
8
9 **PASSED and ADOPTED** this 10th day of August, 2009.

10
11
12
13 Attest:


14 Meghan Rader
15 Village Clerk


16 Eugene P. Flinn, Jr.
17 Mayor

18 APPROVED AS TO FORM:


19 Eve Boutsis
20 Village Attorney

21
22
23 FINAL VOTE AT ADOPTION:

24
25 Mayor Eugene P. Flinn, Jr. YES
26
27 Vice Mayor Brian W. Pariser YES
28
29 Council Member Ed Feller YES
30
31 Council Member Howard J. Tendrich YES
32
33 Council Member Shelley Stanczyk YES



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

Please make POs and contracts out to:
Rep Services, Inc.
902 Waterway Place
Longwood, FL 32750--3573

Please mail checks to:
Rep Services, Inc.
902 Waterway Place
Longwood, FL 32750--3573

Proposed To: Village of Palmetto Bay Parks and Recreation 7895 SW 152 Street Palmetto Bay, FL 33157	Ship To: Village of Palmetto Bay Parks and Recreation 7895 SW 152 Street Palmetto Bay, FL 33157	Bill To: Village of Palmetto Bay Parks and Recreation 7895 SW 152 Street Palmetto Bay, FL 33157
Attn: Fanny Gonzalez Phone: 305-720-7584 Fax:	Attn: Fanny Gonzalez Phone: 305-720-7584 Fax:	Attn: Fanny Gonzalez Phone: 305-720-7584 Fax: Terms: See below

Project No: 5650 **Project Name:** Village of Palmetto Bay HealthBeat **Project Contact:** Fanny Gonzalez
Proposal No: 5650.02 **Proposal Name:** Village of Palmetto Bay HealthBeat **Project Location:** Palmetto Bay, FL
Proposal Date: 7/23/2009 **Proposal Expires:** 8/22/2009
For Questions Call: Jacqui Rohrborn **Phone:** 407-831-9658
Sales Rep: Debbie Levine **Phone:** 561-353-0980
E-Mail: dlevine@repservices.com **Option:** A **Rev:** 1 **Input By:** NA - 7/23/2009

Vendor: Landscape Structures 521492	Proj Drawings:	Freight: Prepaid	Ship Method: Best Way	FOB: Destination		
Part No	Qty	Description	Unit Wt	Unit Price	Net Price	Ext Price
Sports & Fitness IP161309A-001	1	CHEST/BACK PRESS	187	3,995.00 -2.0%	3,915.10	3,915.10
IP161310A-001	1	SQUAT PRESS	173	3,995.00 -2.0%	3,915.10	3,915.10
IP161311A-001	1	TAI CHI WHEELS	125	2,110.00 -2.0%	2,067.80	2,067.80
IP161312A-001	1	CARDIO STEPPER	208	4,995.00 -2.0%	4,895.10	4,895.10
IP161313A-001	1	PULL-UP/DIP	136	1,885.00 -2.0%	1,847.30	1,847.30
IP161314A-001	1	AB CRUNCH/LEG LIFT	133	1,830.00 -2.0%	1,793.40	1,793.40
IP161315A-001	1	BALANCE STEPS	169	2,220.00 -2.0%	2,175.60	2,175.60
IP161316A-001	1	ASSISTED ROW/PUSH-UP	146	1,720.00 -2.0%	1,685.60	1,685.60
IP161317A-001	1	PLYOMETRICS	246	2,220.00 -2.0%	2,175.60	2,175.60
IP161437A-001	1	INTRO SIGN	86	775.00 -2.0%	759.50	759.50

Total Product: 1,609 \$25,230.10

Shipping Notes: N/A

Discount per the City of Jacksonville Contract #SC-0511-06: \$514.90

Freight Charge: \$1,506.01
Landscape Structures Total: \$26,736.11

Vendor: D.W. Recreation Services, Inc. 521686			
Part No	Qty	Description	Ext Price
Custom DUMPSTER	1	Dumpster	507.10
INSTALL-LSI	1	Equipment Installation - LSI HealthBeat Equipment	8,386.16
INSTALL SLAB	1	Install 471 Square Feet of 4" Concrete Slabs	3,193.46
PERMITTING	1	Labor charge to pull permit by State of Florida Licensed GC, including processing permit documents to obtain permit from appropriate jurisdiction	950.81
SITE WORK	1	Site Work, Clearing 471 Square Feet for HealthBeat Equipment	745.44
STORAGE	1	STORAGE FOR PRODUCT PENDING INSTALL	570.49

D.W. Recreation Services, Inc. Total: \$14,353.46

General Terms of Sale and Proposal Summary

This proposal is presented by



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

902 Waterway Place · Longwood, FL 32750-3573
407.831.9658 (P) · 407.834.5366 (F) · 800.992.5357
www.repservices.com · sales@repservices.com

Proposal No: 5650.02

Project Name: Village of Palmetto Bay HealthBeat

Proposal Date: 7/23/2009

Page 2 of 2

Gov't & Preferred Customers: Net 30
With Credit Approval: 50% down, Net 30
All Others: *50% down, Balance Prior to Shipment
*Note: Orders less than \$5,000 require check with order

Product: \$25,230.10
Installation: \$14,353.46
Freight: \$1,506.01
Proposal Total: \$41,089.57

Notes

Pricing per City of Jacksonville Contract #SC-0511-06.

When placing an order, please select colors from those shown on the back inside cover of the catalog.

WRITTEN COLOR SELECTION AND SUPPORT OPTION (DIRECT BURY, SURFACE MOUNT, OR OTHER) MUST ACCOMPANY SIGNED PROPOSAL OR PURCHASE ORDER.

Unless otherwise noted, the following items are to be PROVIDED BY CUSTOMER prior to installation:

- Water and 110 Electric.
- Underground Utilities Located and Marked prior to installation.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface.

If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those unforeseen circumstances. Examples of this include, but are not limited to, site not ready upon installer's arrival, difficulties with underground utilities, or difficulties with post footers due to coral rock or ground water in the holes.

To order, please sign below and return to Rep Services Inc. at the address or fax number noted below. Thank You.

Name

Date

This proposal is presented by



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

902 Waterway Place · Longwood, FL 32750-3573
407.831.9658 (P) · 407.834.5366 (F) · 800.992.5357
www.repservices.com · sales@repservices.com



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 407.834.5366 E-mail: sales@rep-services.com

Color Choices

ProShield™ Colors

Specifically designed to withstand the demands of extreme heat, harsh climates, moisture and UV exposure. ProShield finish combines a specially formulated primer with a high-quality, architectural-grade, Super-Durable TGIC polyester powdercoat. No lead-based paints.

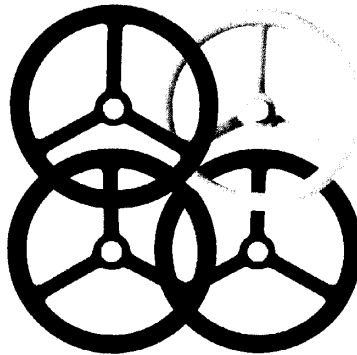
CoolToppers® Fabrics

Available in Sunflower Yellow, Royal Blue, Laser Red and Rain Forest Green. Protects kids from up to 90% of the sun's UV rays and keeps playground surface temperatures up to 30 degrees cooler. Custom colors available for an additional charge.



TenderTuff™ Coating

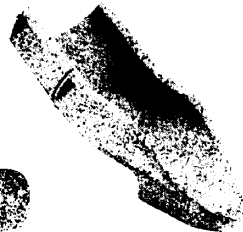
For swing chains, handholds, pipe barriers, wheels, rings, etc. Available in Red, Tan, Blue and Brown. Insulates against temperature extremes and provides a safer grip surface compared to painted metal. TenderTuff meets all safety standards and complies with Public Law No. 110-314, Consumer Product Safety Improvement Act of 2008.



Note: Walking and standing surfaces (decks, steps, etc.) are available in brown only.

Polyethylene

For slides, tunnels, roofs, etc. Available in Red, Tan, Blue, Green and Granite. Custom colors available for an additional charge. Architectural-grade pigments contain no heavy metals and provide longest-lasting, UV-stable, vibrant color. 100% recyclable.



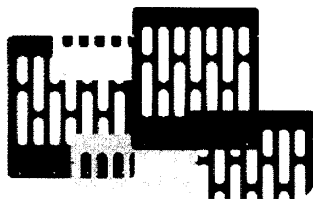
CableCore® Material

Red cable only. Clamps available in any ProShield color. (U.S. patent #6,475,117)

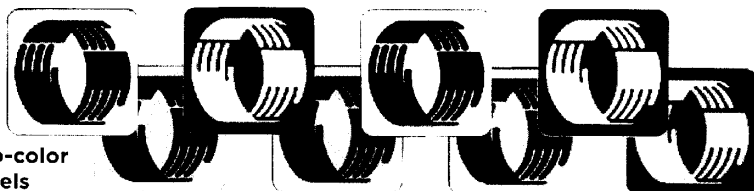


Permalene® Color Panels

One-color Permalene panels available in Yellow, Blue, Red, Tan and Green. Two-color Permalene color combinations feature a design engraved in the top layer, exposing the color in the middle. Two-color panels available in the eight combinations shown. Architectural-grade pigments provide longest-lasting, UV-stable, vibrant color. 100% recyclable.



One-color panels



Two-color panels

Cool Silver Matte



Warm Bronze Matte



Blue



Green



Red



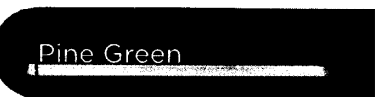
Yellow



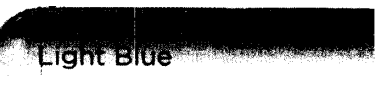
Purple



Maroon



Pine Green



Light Blue



Cranberry Red



Brown



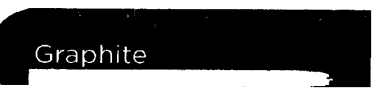
Vanilla



White



Black



Graphite



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

902 Waterway Place
Longwood, FL 32750-3573
PH: 407-831-9658
FX: 407-834-5366
sales@repservices.com
www.repservices.com

August 6, 2009

Ms. Fanny Gonzalez
Village of Palmetto Bay
Parks and Recreation
7895 SW 152 Street
Palmetto Bay, FL 33157

RE: Village of Palmetto Bay HealthBeat

Dear Fanny:

Rep Services is pleased to extend the City of Jacksonville Contract SC-0511-06 pricing to the Village of Palmetto Bay for purchase and installation of HealthBeat equipment.

Our Seminole County Occupational License # is 051906, expiration date 09-30-09.

If you need to contact me, my email address is jtalmon@repservices.com.

Best Regards,

JT Almon II
President

DEPARTMENT OF PROCUREMENT



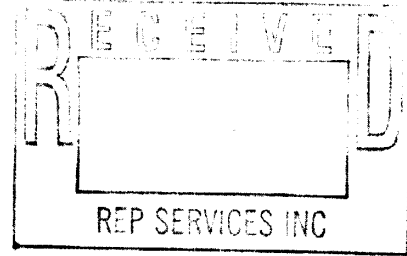
NOTIFICATION OF AWARD AND RELATED ACTIONS

DATE: 6/17/2008

ADDRESS: Rep Services, Inc.
902 Waterway Place
Longwood, FL 32750

Attn: John T Almon II

BID# SC-0511-06



TITLE: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

Ladies/Gentlemen:

You are a successful bidder on the above referenced bid. Bid is accepted subject to the terms, conditions and stipulations in our specifications.

Performance Bond in the amount of \$ _____ (as required in the original bid package) must be returned within 10 days from receipt of this notification. (Please include bid number on performance bond remittance)

CONTRACT DOCUMENTS OR PURCHASE ORDER TO FOLLOW.
THIS IS NOT AN ORDER.

Awarded as follows:

Second and Final Renewal Option. Period of Service June 1, 2008 thru May 31, 2009.

You are not a successful bidder. Bids are available for inspection in the Department of Procurement.

Bid security is herewith returned: Check # _____ Amount _____

Sincerely,

JONICE SMITH

St. James City Hall, 117 West Duval Street, Suite 335
Jacksonville, Florida 32202
Phone: (904)630-1184 Fax: (904)630-2151



April 15, 2009

SUBJECT: BID # SC-0511-06 - PRICE AGREEMENT CONTRACT FOR PARK & PLAYGROUND EQUIPMENT - 90-DAYS EXTENSION REQUEST

Dear Vendor:

The above bid is due to expire on May 31, 2009. The City of Jacksonville is in the process of requesting an extension of 90-days to allow adequate time to process and award a new bid.

The City of Jacksonville would like to offer your company the opportunity to extend your award through August 31, 2009, with the understanding that no terms of the contract will changes, including the submitted discount percentage quoted originally.

If your company agrees to the 90-days extension, please sign below and return this letter to the attention of Jerrie Gunder, Contract Administration Coordinator by fax (904) 255-8929 or email GUNDER@coj.net, no later than April 24, 2009.

Please do not hesitate to contact me at (904) 255-8994, if you have any questions or need additional information regarding this request.

~~~~~

***The undersigned authorized representative of the company agrees to the 90-days extension of Bid #SC-0511-06 - Price Agreement Contract for Park and Playground Equipment:***

**COMPANY NAME:** REP SERVICES, INC.

**ADDRESS:** 902 Waterway Place  
Longwood, FL 32750

**SIGNATURE:** John I. Almon II, President

G:\DOAdmin\Finance\Contracts\FY 07-08\Letters for Awards\Extensions\Park & Playground Extension Vendor Request - 041309.doc



# 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](http://www.playmoreonline.com)

# QUOTATION

07/23/09

Job Number: 960  
Revision: D

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

Job: Coral Reef Park LT Wheelchair  
Palmetto Bay FL 33157

305-259-1234

Sales Rep: Anna Marie Rosinski

Terms: Net 30

| Item               | Description                                                                                             | Quantity | Cost             | Subtotal           |
|--------------------|---------------------------------------------------------------------------------------------------------|----------|------------------|--------------------|
| <b>1 Equipment</b> |                                                                                                         |          |                  |                    |
| LT004              | Life Trail Station 4, Torso Stability<br>Side 3: With LT0023 WC Stretch.                                | 1        | \$3,720.00       | \$3,720.00         |
| LT002              | Life Trail Station 2, Lower Body Warm-Up<br>Side 2: With LT0014 WC Forearm Rolls.                       | 1        | \$4,273.00       | \$4,273.00         |
| LT005              | Life Trail Station 5, Upper Body Warm-Up<br>Side 2: With LT0019 WC Upper Body Warm-Up                   | 1        | \$4,429.00       | \$4,429.00         |
| LT008              | Life Trail Station 8, UB Stretch & Strengthening.<br>Side 2: With LT0022 WC UB Stretch & Strengthening. | 1        | \$3,651.00       | \$3,651.00         |
| LT006              | Life Trail Station 6, Standing Push-Up.<br>Side 2: With LT0021 WC Pull-Up.                              | 1        | \$2,767.00       | \$2,767.00         |
| LT010              | Life Trail Station 10, Balance Station.                                                                 | 1        | \$2,767.00       | \$2,767.00         |
| Discount Jax       | City of Jacksonville SC-0511-06 5%                                                                      | -1       | \$1,080.35       | -\$1,080.35        |
| Discount           | Courtesy Discount, 10%.                                                                                 | -1       | \$2,160.70       | -\$2,160.70        |
|                    |                                                                                                         |          | <b>Subtotal:</b> | <b>\$18,365.95</b> |
| <b>2 Freight</b>   |                                                                                                         |          |                  |                    |
| Freight            | Playworld Freight to Palmetto Bay, FL 33157.                                                            | 1        | \$995.00         | \$995.00           |

Notes: NO OTHER SERVICES INCLUDED.

# PLAYMORE

## Recreational Products & Services

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# QUOTATION

07/23/09

Job Number: 960  
Revision: D

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

Job: Coral Reef Park LT Wheelchair  
Palmetto Bay FL 33157

| Item                  | Description                                                                                                                                                                                        | Quantity | Cost                 | Subtotal           |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------|--------------------|
|                       |                                                                                                                                                                                                    |          | <b>Subtotal:</b>     | <b>\$995.00</b>    |
| <b>3 Installation</b> |                                                                                                                                                                                                    |          |                      |                    |
| PSI Installation      | Installation of Playworld/ Life Trail Equipment.                                                                                                                                                   | 1        | \$5,900.00           | \$5,900.00         |
| Site Prep             | Excavate for (6) LT concrete pads 11'x11'x4", 726 SF, remove spoils on site. Minimum Charge.                                                                                                       | 1        | \$4,000.00           | \$4,000.00         |
| Concrete Pad          | Provide & Install (6) 4" concrete pads for 726 SF, priced per SF.                                                                                                                                  | 726      | \$6.00               | \$4,356.00         |
| Storage               | Storage Container                                                                                                                                                                                  | 1        | \$500.00             | \$500.00           |
| Permits               | Building Permit Fees, Permit Expediting Costs, and Project Management/Administration Fee (does not include site plans, engineered drawings, surveys, or any other permits unless otherwise noted). | 1        | \$1,800.00           | \$1,800.00         |
| Eng Drwgs             | Engineered Sealed Drawings                                                                                                                                                                         | 1        | \$1,000.00           | \$1,000.00         |
|                       |                                                                                                                                                                                                    |          | <b>Subtotal:</b>     | <b>\$17,556.00</b> |
|                       |                                                                                                                                                                                                    |          | <b>Grand Totals:</b> | <b>\$36,916.95</b> |

# 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](http://www.playmoreonline.com)

# QUOTATION

07-23-2009

Job Number: 960  
Revision: D

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

Job: Coral Reef Park LT Wheelchair  
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.

### Building Permits:

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

- \* Add 5% to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- \* Bill permit fees and expeditor fees at the actual cost plus a 10% administravite charge
- \* Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company. Playmore Recreational Products and Services can assist the customer in finding a local expediting company to handle the permit for the customer.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

### 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, Drainage Systems, etc.
- \* Engineered Drawings for Purchased Equipment.
- \* Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

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

### Other Notes:

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

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

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standrards. 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 • (888) 886-3757 • (239) 791-2401 fax

August 6, 2009

Fanny Carmona-Gonzalez  
Coral Reef Park  
7895 SW 152 Street  
Palmetto Bay, FL 33157

Ms. Carmona-Gonzalez:

You may use our Jacksonville Contract SC-0511-06 in regards to the equipment at Coral Reef Park. It is a piggyback contract and is available for any municipality in the State of Florida to use.

We agree to extend the use of contract SC-0511-06 with same terms, pricing and conditions.

Regards,



Luke Russell



April 15, 2009

**SUBJECT: BID # SC-0511-06 - PRICE AGREEMENT CONTRACT FOR PARK & PLAYGROUND EQUIPMENT – 90-DAYS EXTENSION REQUEST**

Dear Vendor:

The above bid is due to expire on May 31, 2009. The City of Jacksonville is in the process of requesting an extension of 90-days to allow adequate time to process and award a new bid.

The City of Jacksonville would like to offer your company the opportunity to extend your award through August 31, 2009, with the understanding that no terms of the contract will changes, including the submitted discount percentage quoted originally.

**If your company agrees to the 90-days extension, please sign below and return this letter to the attention of Jerrie Gunder, Contract Administration Coordinator by fax (904) 255-8929 or email GUNDER@coj.net, no later than April 24, 2009.**

Please do not hesitate to contact me at (904) 255-8994, if you have any questions or need additional information regarding this request.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**The undersigned authorized representative of the company agrees to the 90-days extension of Bid #SC-0511-06 - Price Agreement Contract for Park and Playground Equipment:**

**COMPANY NAME:** PLAYMORE WEST, INC.

**ADDRESS:** 10271 DEER RUN PARKS RD, SU 101  
FT. MYERS, FL 33966

**SIGNATURE:** *[Handwritten Signature]*

APR 17 2009

DEPARTMENT OF PROCUREMENT



NOTIFICATION OF AWARD AND RELATED ACTIONS

DATE: 6/17/2008

ADDRESS: Playmore Recreational Products and Services  
10271 Deer Run Farms Road  
Fort Myers, FL 33912

Attn: Luke Russell

BID# SC-0511-06

TITLE: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

Ladies/Gentlemen:

- You are a successful bidder on the above referenced bid. Bid is accepted subject to the terms, conditions and stipulations in our specifications.
- Performance Bond in the amount of \$ \_\_\_\_\_ (as required in the original bid package) must be returned within 10 days from receipt of this notification. (Please include bid number on performance bond remittance)

CONTRACT DOCUMENTS OR PURCHASE ORDER TO FOLLOW.  
**THIS IS NOT AN ORDER.**

Awarded as follows:

Second and Final Renewal Option. Period of Service June 1, 2008 thru May 31, 2009.

- You are not a successful bidder. Bids are available for inspection in the Department of Procurement.
- Bid security is herewith returned; Check # \_\_\_\_\_ Amount \_\_\_\_\_

Sincerely,

JONICE SMITH

St. James City Hall, 117 West Duval Street, Suite 335  
Jacksonville, Florida 32202  
Phone: (904)630-1184 Fax: (904)630-2151

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

AGENCY: 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 SECOND AND FINAL RENEWAL OPTION FROM JUNE 1, 2008 THROUGH MAY 31, 2009 TO ORIGINAL VENDORS LISTED ON TAB SHEET; BP INTERNATIONAL INC. AND PLAYMAKER SERVICES, LLC (DID NOT RESPOND TO RENEWAL REQUESTS).

ESTIMATED EXPENDITURE FOR THE RNEWAL PERIOD IS \$1,500,000.00. TOTAL ESTIMATED EXPENDITURE NOT TO EXCEED \$4,500,000.00.

ATTACHMENTS: RECOMMENDATION MEMO  
VENDOR RENEWAL LETTERS  
PREVIOUS AWARDS  
TABSHEET

BUYER:   
JONICE SMITH

RESPECTFULLY SUBMITTED:


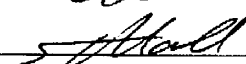
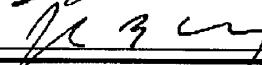
  
MICHAEL CLAPSADDLE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: KELLEY BOREE, DIRECTOR, RECREATION AND COMMUNITY SERVICES DEPT

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING \_\_\_\_\_ DATE: 05/29/08

 \_\_\_\_\_ OTHER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ACTION OF AWARDDING AUTHORITY

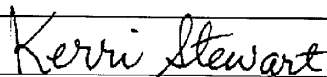
DATE: 5/30/08

APPROVED  \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION



Kerri Stewart  
Deputy Chief Administrative Officer  
For: Mayor John Peyton  
Under Authority of: \_\_\_\_\_  
Executive Order No. 07-12  
FORM GB-108, Revised 12/2007

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](mailto: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                                       |



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.

Failure of an awarded bidder to adhere to completion dates defined in its Request for Quotation may result in no further awards being made to such bidder under this Price Agreement Contract.

**CORRECTIONS MADE BY BIDDER:**

Bidders are cautioned not to obliterate, erase, or strike over any printed material as set forth in this bid invitation. In quoting prices, whether unit prices or total price, wherever bidders have made an error, or has corrected it, any and all such corrections should be initialed by the person signing the bid cover sheet. Failure to comply with this provision may result in rejection of bid.

**GENERAL CONDITIONS:**

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

**INSURANCE, WORKER'S COMPENSATION:**

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida worker's compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the workmen's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the City as additional insured no later than ten (10) days after the award has been made.

**COOPERATIVE PURCHASES:**

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

AC# 1253075

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L07061100747

| DATE       | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 06/11/2007 | 060751585    | QB34982     |

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2009  
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

PLAYMORE WEST INC  
PLAYMORE RECREATIONAL PRODUCTS AND SERVICES  
10271 DEER RUN FARMS RD - STE 1  
FORT MYERS FL 33966

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

HOLLY BENSON  
SECRETARY

AC# 1253075

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08080501664

| DATE       | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 08/05/2008 | 088020028    | CBC1252224  |

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

RUSSELL, RYAN JAMES  
PLAYMORE RECREATIONAL PRODUCTS AND SERVICES  
10271 DEER RUN FARMS RD - STE 1  
FORT MYERS FL 33966

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY



**CITY OF FORT MYERS FLORIDA  
Business Tax Receipt  
2008 - 2009**



**Effective 08/08/2008 for License Year October 1, 2008 through September 30, 2009**

**10271 DEER RUN FARMS RD 1  
PLAYMORE RECREATIONAL  
Business Tax #: BUS2006-50155**

Is hereby registered\* to engage in the business, profession, or occupation of:

**ADMINISTRATOR (BUSINESS ADMINISTRATOR)**

**ALCOHOL SALES PERMITTED: NO**

**HOMEBASED: NO**

Owner: PLAYMORE WEST, INC, 10271 DEER RUN FARMS RD #1, FT MYERS FL 33912

*Post This Receipt In A Conspicuous Place At Your Business Location.*

**\*Any violation of applicable chapter of the City Code Of Ordinances will cancel and nullify this receipt**

Forms\OLbuslicense.rpt

Detach and display bottom portion and keep upper portion for your records

**LEE COUNTY LOCAL BUSINESS TAX RECEIPT  
2008 - 2009**

**ACCOUNT NUMBER: 0003596**

**ACCOUNT EXPIRES SEPTEMBER 30, 2009**



**Location**

10271 DEER RUN FARMS RD STE 1  
FT MYERS FL 33966

PLAYMORE RECREATIONAL PRODUCTS & SERVICE  
PLAYMORE WEST INC  
10271 DEER RUN FARMS RD STE 1  
FT MYERS FL 33966

|                                                                     |
|---------------------------------------------------------------------|
| May engage in the business of:<br><b>DISTRIBUTOR / MOBILE SALES</b> |
| <b>THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY</b>            |

|                                        |                     |
|----------------------------------------|---------------------|
| <b>THIS IS NOT A BILL - DO NOT PAY</b> |                     |
| PAID 246570-83-1                       | 08/21/2008 03:40 PM |
| WEB                                    | \$50.00             |