

City of Fayetteville Staff Review Form

2018-0515

Legistar File ID

10/2/2018

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

John Crow

9/13/2018

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Park staff recommends a City Council resolution to approve the purchase and installation of Hanging Cantilever Bleacher Covers at the Kessler Mountain Regional Park Baseball Complex from Game Time c/o Cunningham Recreation in the amount of \$123,690.20 using the US Communities Cooperative Purchasing Program contract #2017001134.

Budget Impact:

2250.520.9255-5806.00

Parks Development

Account Number

Fund

2002.1

Kessler Regional Park Development

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 374,838.00

Funds Obligated \$ 32,736.00

Current Balance \$ 342,102.00

Does item have a cost? Yes

Item Cost \$ 123,691.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 218,411.00

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF OCTOBER 2, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: John Crow, Recreation Superintendent

DATE: September 13, 2018

SUBJECT: A resolution to approve the purchase and installation of Hanging Cantilever Bleacher Covers at the Kessler Mountain Regional Park Baseball Complex for \$123,690.20 pursuant to the US Communities Cooperative Purchasing Program.

RECOMMENDATION:

Park staff recommends a City Council resolution to approve the purchase and installation of Hanging Cantilever Bleacher Covers at the Kessler Mountain Regional Park Baseball Complex from Game Time c/o Cunningham Recreation in the amount of \$123,690.20 using the US Communities Cooperative Purchasing Program contract #2017001134.

BACKGROUND:

The Kessler Mountain Regional Park Baseball Complex was completed and opened for play in the Spring of 2017. There are currently almost 900 youth that utilize the complex for local baseball league play through Fayetteville Youth Baseball and at least four tournaments a season played on various weekends. The original project did not include covers over the bleachers due to budget constraints with the original bid. Due to the layout of the complex and the nature of the game of baseball, a risk is posed to spectators from foul balls that come over the back-stop screens, making the covers a necessary item. They will also provide much needed shade for those sitting in the bleachers.

DISCUSSION:

Parks Staff researched multiple bleacher covers vendors. The product that Game Time / Cunningham Recreation provides has the design, color and price point that matches the needs for the baseball complex at Kessler Park. The installers, RJR Enterprises, has completed work for the City in the past and has a positive reputation with the Parks and Recreation Department.

BUDGET/STAFF IMPACT:

The total cost for the purchase and installation of the Hanging Cantilever Bleacher Covers is \$123,690.20. The funding will come from the Kessler Mountain Regional Park Project.

Attachments:

Staff Review Form
Cunningham Recreation Quote



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #135007

08/29/2018

Mt. Kessler - Hanging Cantilever Bleacher Cover - Option 2 (USC Contract 2017001134)

Fayetteville Parks and Recreation
 Attn: Connie Edmonston
 2600 Wc 200
 Fayetteville, AR 72701
 Phone: 479-444-3473
 cedmonston@ci.fayetteville.ar.us

Project #: P93143
 Ship To Zip: 72701

Quantity	Part #	Description	Unit Price	Amount
6	CUSTOM	GT-Shade - 48' x 14' Multi Dome Hanging Cantilever Hip Shade with 12' Entry - Embedded Columns - <i>wind / snow loads: 93 mph / 10 lbs psf</i>	\$7,933.63	\$47,601.78
2	DRAWINGS	GT-Shade - Sealed Engineering Drawings	\$667.36	\$1,334.72
2	CUSTOM	GT-Shade - 40' x 14' Multi Dome Hanging Cantilever Hip Shade with 12' Entry - Embedded Columns	\$7,694.04	\$15,388.08
24	INSTALL	MISC - Installation of Shade Structure Footings	\$680.00	\$16,320.00
8	INSTALL	MISC - Installation of Shade Structure	\$4,200.00	\$33,600.00

** Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.*

SubTotal: \$114,244.58
 Tax: \$6,553.62
 Estimated Freight: \$2,892.00
Total Amount: \$123,690.20

**This Quotation Does Not Include Anything Not Specifically Listed as included.*

*** Pricing based on USC Contract 2017001134**
 Contract: USC



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GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



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U.S. COMMUNITIES CONTRACT - TERMS & CONDITIONS:

- **LEAD AGENCY:** City of Charlotte, NC - RFP No. 269-2017-028, awarded 5/08/2017.
- **AWARDEE (VENDOR):** Playcore Wisconsin, Inc d/b/a GameTime
- **CONTRACT NUMBER:** 2017001134
- **TERM OF CONTRACT:** 7/01/17 to 7/01/22 (5 years).
- **PRICING:** Varies. Refer to Discount Schedule and Price Lists (Contract Exhibit A). USC Contract pricing is valid through December 31, of each calendar year. Pricing is subject to change with lead agency approval and contract amendment. Request updated pricing when purchasing from quotes more than 30 days old.
- **VOLUME DISCOUNTS:** Large purchases are eligible for additional discounts as follows: 5% when the net US Communities discounted total for standard GameTime play structure components is \$50,000 to \$75,000; 10% when that total is \$75,000 to \$100,000 and 15% when that total exceeds \$100,000.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **MINIMUM ORDER:** All purchases, \$500.00 with one exception for replacement parts.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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ACCEPTANCE OF QUOTATION:

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

Accepted By (printed): _____ Title: _____

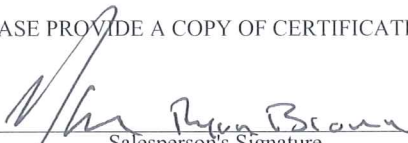
Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$123,690.20**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)


Salesperson's Signature

Customer Signature

Wish to pay by credit card? Please complete the following information:

Card Type: _____ Mastercard _____ Visa _____ AMEX

Credit Card Number: _____ Exp Date: _____

Card Security Code (CSC): _____

Name as it appears on card: _____

Amount to be charged to card: **\$123,690.20**

Email or Fax credit card receipt to: _____



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BILLING INFORMATION:

Bill to: _____
Contact: _____
Address: _____
Address: _____
City, State: _____ Zip: _____
Tel: _____ Fax: _____
E-mail: _____

SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to: _____
Contact: _____
Address: _____
Address: _____
City, State: _____ Zip: _____
Tel: _____ Fax: _____
E-mail: _____

GT SHADE NOTES:

- **QUALITY MATERIALS:** Structural Steel is triple coated for rust protection, using in-line zinc electroplating and organic coatings to prevent corrosion. Hardware is 1st grade galvanized or stainless steel with nylon washers for watertight seals at all joints. Fabric is High Density Polyethylene with Ultra Violet (U.S.) additives. Thread guaranteed to meet or exceed fabric lifetime and is unaffected by cleaners, rot, or mildew. All reinforcements conform to 60,000 PSI ASTM A-42 Grade 60.
- **SUPERIOR BENEFITS:** Shields over 90% of harmful U.V. rays. Provides up to 95% cooling shade, keeping equipment cooler too. Allows hot air to escape through fabric for better air quality.
- **WARRANTY:** GT Shade Cloth is covered by a 10 year warranty against fading, tears, runs, cracking, and mildew. (Red warranted against fading for 3 years). Expected life of cloth is 10-12 years, depending on local conditions. Lab tests have shown it will retain 94% of its strength after 8 years of continuous exposure.