



c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

09/25/2023
Quote #
102836-01-03

Foley CDBG Project_2023 (Matching Funds Grant)

City of Foley Parks and Recreation
Attn: David Thompson
407 E Laurel Ave
Foley, AL 36536
Phone: 251-943-1545
dthompson@cityoffoley.org

Ship to Zip 36536

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	178749	GameTime - Owner's Kit			\$84.00	\$84.00
1	RDU	GameTime - PS2000 CounterBalance Play Structure-Matching Funds Grant - Credit Terms	\$152,417.00	39.39	\$92,374.00	\$92,374.00
52	4862	GameTime - 12" Playground Border	\$79.00	16.00	\$66.36	\$3,450.72
1	4858	GameTime - Access Playcurb-W/Adap	\$782.00	16.00	\$656.88	\$656.88
132	EWF1	EWF - cubic yards of Engineered Wood Fiber Safety Surfacing-hardwood, IPEMA Certified			\$22.00	\$2,904.00
1	INSTALL	GameTime - Installation of Playground Equipment, Border and Safety Surfacing			\$29,750.00	\$29,750.00
Contract: OMNIA #2017001134					Sub Total	\$129,219.60
					Freight	\$5,350.00
					Total	\$134,569.60

Comments

For Matching Funds Grant - Cash with Order Option, deduct \$16,165.50 from the total.

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

Pricing reflects GameTime's Matching Funds Grant - Credit Terms. Order must be placed by October 20, 2023, otherwise pricing will be subject to change. Orders must be delivered by December 31st, 2023. Owner is responsible for unloading of and storage of all equipment until ready for installation.

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Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Order Information Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Melissa Isbell

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Acceptance of quotation:

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: \$134,569.60

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors : _____

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____