



**Struthers Recreation**  
220 Applegate Trace  
PO Box 1178  
Pelham, Alabama 35124  
StruthersRecreation.com

Project

**Proposed Playground  
Mills Community Park**





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PO BOX 1178, PELHAM, AL 35124  
 P 205.663.5058 | T 800.221.8869  
 F 205.663.5012  
 STRUTHERSRECREATION.COM

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

**IMPORTANT**  
 Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-Z-614

**PROPOSED PLAYGROUND  
 MILLS COMMUNITY PARK**

PROJECT MANAGER  
**JOHN KILPATRICK**

PROJECT

REVISIONS

AGE GROUP **5-12**

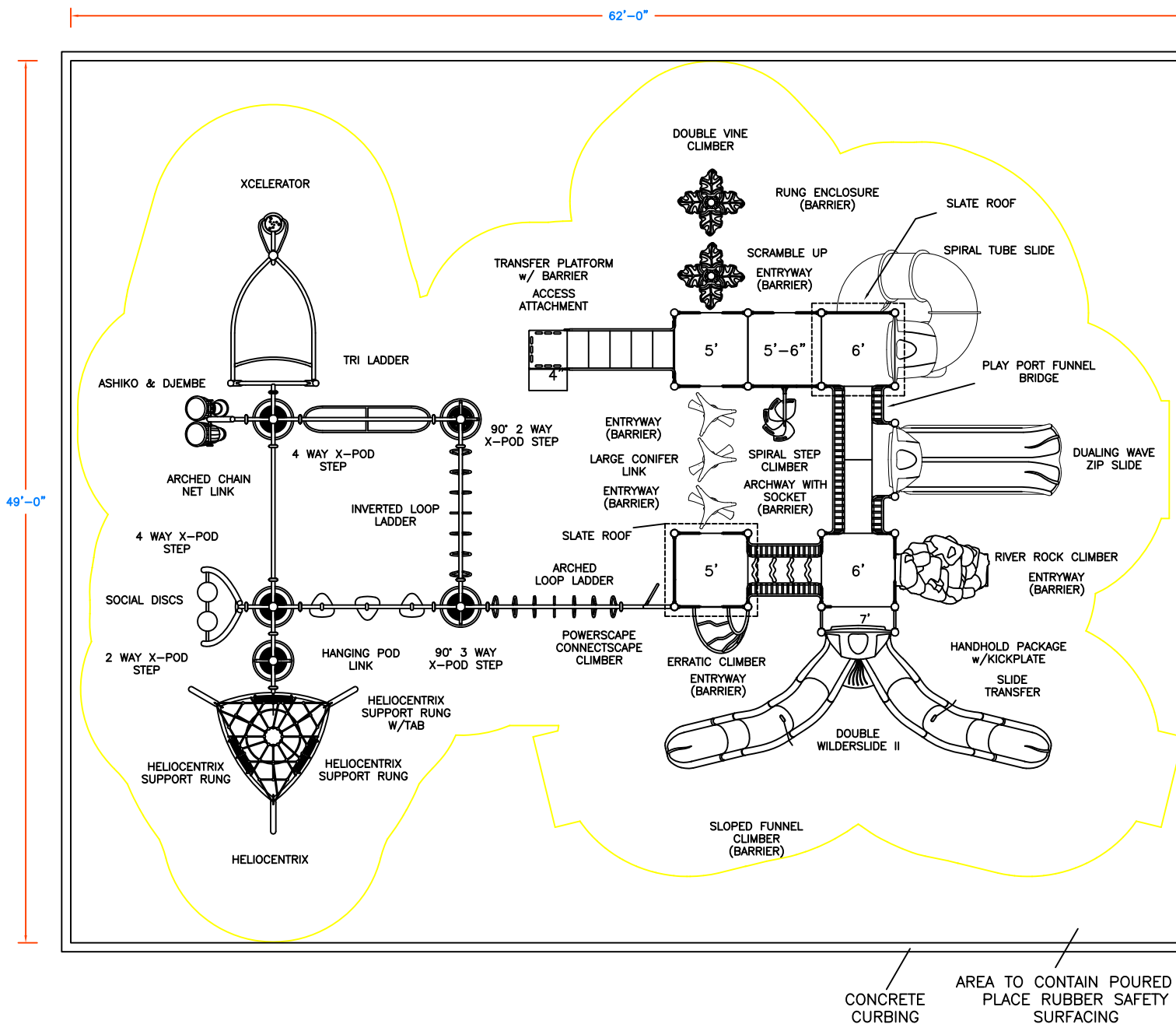
LxW **62x49**

DRAWN BY **R. GULLEDGE**

DATE **09.06.24**

DWG NAME **105842 - A1**

SCALE **NTS**



CONCRETE CURBING  
 AREA TO CONTAIN POURED IN PLACE RUBBER SAFETY SURFACING



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

09/09/2024  
 Quote #  
 105842-01-01

## Mills Community Park

City of Foley Parks and Recreation  
 Attn: Jeff Lee  
 407 E Laurel Ave  
 Foley, AL 36536  
 United States  
 Phone: 251-970-5024  
 jlee@cityoffoley.org

Ship to Zip 36536

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - 105842 - D1 Custom Play Structure	\$158,080.00	\$158,080.00
1	PIP	GT-Impax - 3,038 sqft of Poured in Place Rubber Safety Surfacing - Installed- 3.25" depth for 7' fall height, 50/50 color black mix, standard color, includes 4" stone sub-base.	\$84,116.97	\$84,116.97
1	INSTALL	GameTime - Installation of Play Equipment	\$29,870.00	\$29,870.00
1	INSTALL	GameTime - Installation of Concrete Curbing	\$12,388.00	\$12,388.00
Contract: OMNIA #2017001134			Sub Total	\$284,543.97
			Discount	(\$70,685.58)
			Freight	\$2,500.00
			<b>Total</b>	<b>\$216,358.39</b>

### Comments

Pricing on safety surfacing and installation may increase if purchased after November 1. Quote reflects Matching Funds - Credit Terms pricing. For Matching Funds - Cash with Order Option, deduct \$16,776 from the total. The amount due at time of order for Matching Funds CWO Option would be \$81,540.00 for the play structure. Surfacing and installation would be invoiced once project is installed.

Pricing reflects GameTime's 2024 Matching Funds Grant - Credit Terms.

See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 21st 2024, otherwise pricing will be subject to change.
- Orders must be deliverable by December 31st, 2024.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH October 21 2024 OR UNTIL EXHAUSTION OF FUNDS.
- To place an order, you must provide all of the items listed below:
  - Signed PO or executed contract with GameTime listed as the Vendor
  - Fully executed acceptance page, signed by an authorized purchaser
  - Color selections for all equipment and surfacing (if applicable)
  - Sales tax exemption form

# Mills Community Park

09/09/2024  
Quote #105842-01-01

## 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 Acceptance 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

# Mills Community Park

09/09/2024  
Quote #105842-01-01

Acceptance of quotation:  
MUST BE COMPLETED TO PLACE THE ORDER  
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): \_\_\_\_\_ Signature: \_\_\_\_\_

P.O. No: \_\_\_\_\_ Purchase Amount: \$216,358.39

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Facsimilie: \_\_\_\_\_

## 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](http://www.gametime.com/colors) : \_\_\_\_\_

or

Custom Color Selections from [www.gametime.com/colors](http://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: \_\_\_\_\_