

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

	Cooperative									
by and	d between P	LAYCORE W	ISCONS	IN, IND. DBA GAM	IETIME ("Ven	dor")	and	the City	of	Burleson
("Cus	stomer" or "	Authoriz	ed Cu	stomer"), a	Texas govern	nment	entity,	and a Custo	omer a	authorized
to	purchase	goods	or	services	pursuant	to	the	Agreem	ent	between
the	BUY	BOARD		Cooperative	Purchasing	("Co	operativ	e Entity") and	Vendor,
Contr	act No.	679-22		_, as amend	ded, (the "	Agreer	nent")	with an	expira	tion date
of	09/30/202	5 .							_	

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of FOUR HUNDRED SIXTY-SIX THOUSAND, TWENTY SIX AND 80/100 DOLLARS (\$466,026.80) ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

writing by both parties, and this Customer A	nall not exceed one (1) year, unless acknowledged in greement shall be for the purchase of goods or services the Purchase Price shall not exceed the budgeted or the applicable goods and services.
on September 30 th at the end of FY. This goods or services on an as needed basis, from	n shall be effective as of October 1 st and shall expire Customer Agreement shall be for multiple purchases of m the same vendor under the same contract, and shall not current fiscal year for the applicable goods and services.
Multi-Year Contract-The Term shall be	e for one (1) year(s) expiring on
be with a single vendor for products and ser Contract equals or exceeds \$50,000 in the a the City does not appropriate sufficient subsequent year, the City shall have the r any such fiscal year without penalty. If	If for two one- year renewals. Customer Agreement shall vices. If the amount of expenditures under this Multi-Year aggregate, City Council approval is required. In the event funds to make payments during the current or any eight to terminate this Multi-Year Contract at the end of the price of any individual project under this contract equired. If the individual project price exceeds \$100,000 equired.
unforeseen damage to property, or to protecthe public would be impaired if the purchase	t are necessary to address a public calamity, because of t the public health or safety where the City's ability to serve were not made immediately. Emergency purchases must at Code 252.022, and must be ratified by City Council if
(Standard Addendum - Select if Vendor has addition	nal terms and conditions that apply to this purchase)
Standard Addendum with the City of	Burleson, Texas - If this purchase contains additional
agree to the Standard Addendum with the conditions as set forth in the Standard Addenderms and conditions, and such Standard	or than those set forth in the Agreement, the Vendor shall the City of Burleson, Texas. Such applicable terms and adum shall supersede any conflicting terms of the Vendor's di Addendum shall control. The Standard Addendum vailable online or by request and made a part of this
Customer Agreement, bind the respective Customer Agreement has been duly authorize and any amendment hereto, may be execut	hat he/she has the power and authority to execute this party, and that the execution and performance of this zed by the respective party. This Customer Agreement, ed in counterparts, and electronically signed, scanned, and such signatures shall have the same effect as original
Each party has caused this Customer Agreer on this the21 day of OCTOBER	ment to be executed by its duly authorized representative 20 24.
CITY OF BURLESON	VENDOR DELAXIGARE WISCONSIN, IND. DBA GAMETIME
Ву:	By: Clint Whiteside
Name:	VENDOR DELOSIONES VISCONSIN, IND. DBA GAMETIME By: Clint Whiteside Name: Clint Whiteside
Title:	Title:Director of Sales Administration
Date:	10/16/2024 Date:

ATTACHMENT A

Proposal for

City of Burleson

Prepared by



09/30/2024 PROJECT: 171736 Centennial Park – Grant 2024 – Three Options (REVISED)





Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Hunter Barron Sales Associate 945-283-1589 hunter@cunninghamrec.com



About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.



Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.





SIGNATURE PROJECTS



Southeast Metro Park – Austin, TX

This playground is for all ages and abilities; and somewhat of an outdoor museum. Its focal point is that of a Mosasaur, a prehistoric sea creature, discovered years ago in Travis County. Children are able to explore the full-length skeleton of the Mosasaur including crawling through the gigantic open toothed mouth. The playground provides a colorful and inclusive experience with its custom GFRC sea turtles and sea coral climbers, half spheres and other playful landscape features. It is completed with poured-in-place rubber safety surfacing.

Total Cost: \$600,000

College View Park – Carthage, TX

This 3-acre park is designed to reach all ages and abilities! It includes a GameTime inclusive play structure with integrated shade and freestanding play items consisting of an arch saucer swing, a 3-bay swing with adaptive seats, an inclusive whirl, multiple sensory wave seats, a Tri Runner and freestanding musical components. The project is completed with 7400 sq ft of poured-in-place rubber safety surfacing. A walking path wraps the area with multiple freestanding fitness components, several shades with benches and a gazebo.

Total Cost: \$700,000



Alcott Station Park – Mesquite, TX

This unique 5 acre park features a large GameTime Modern City play structure with beautiful turf safety surfacing as well as a Thrive 450 adult outdoor fitness area with poured-in-place rubber safety surfacing; and a two mile walking trail connecting all the other amenities in the park. Employees of the adjacent businesses as well as residents of the local neighborhoods are sure to utilize this beautiful space.

Total Cost: \$250,000



Option 3



Centennial Park - Option 3 Burleson, TX

Design • Build • PLAY!

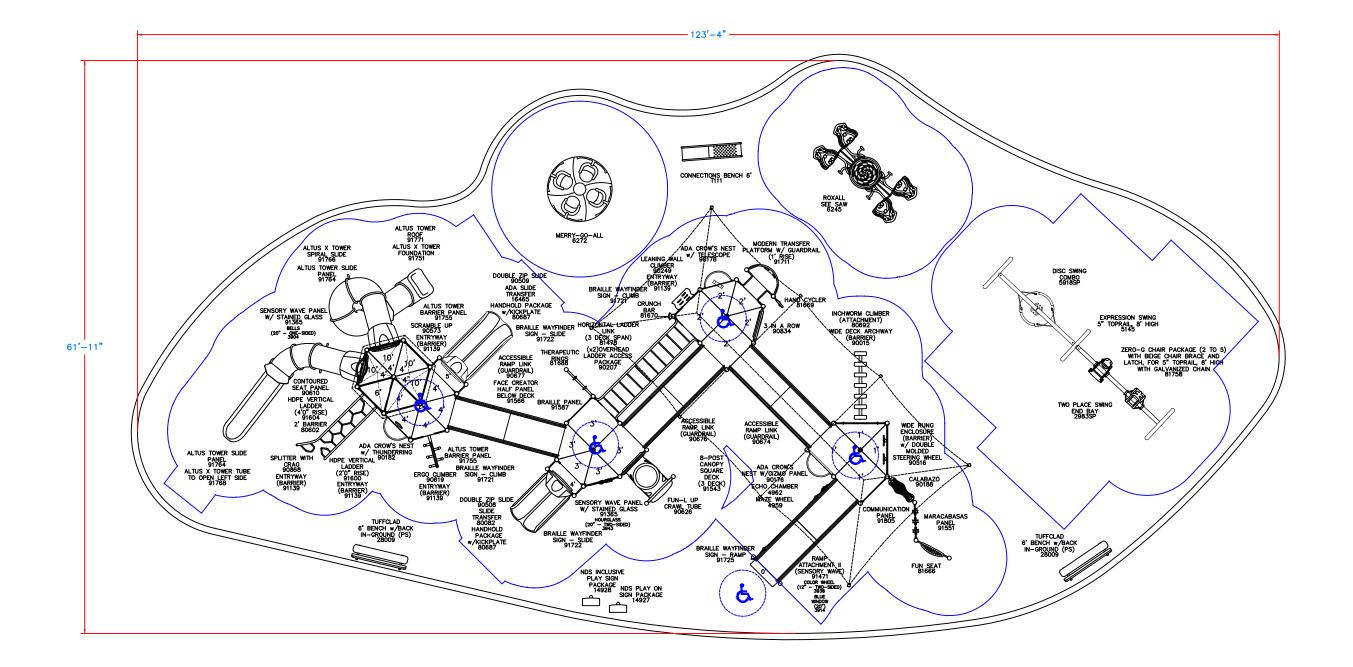


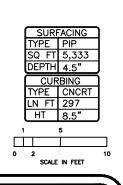


Centennial Park - Option 3 Burleson, TX

Design • Build • PLAY!











150 PlayCore Drive SE Fort Payne, AL 35967 www.gametime.com

City of Burleson Centennial Park Option 3 (Revised) Burleson, TX

Cunningham Recreation

This play equipment is recommended for children age 2-5 & 5-12

This drawing can be

scaled only when in an 24" x 36" format

equipment, and at depths to meet the critical fall heights as specified by the U.S consumer Product Safety Commissio

should be placed in the use zones of all equipment, as specified for each type of ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: TCV 09/26/2024 Drawing Name: 171736-01-03R1

10/15/2024 Quote # 171736-01-08

Centennial Park (2024 Grant) - Option 3 (Rev 3)

City of Burleson Attn: Daniel Shafer 550 NW Summercrest Blvd Burleson, TX 76028 United States

Ship to Zip 76028

Amount

Unit Price

	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Modular PowerScape Altus Tower Ramped Play Structure for Ages 5-12 [Accent:] [Basic:] [Deck:Pvc:] [Accent2:] [Tube:] [2ColorHDPE:] [Arch:] [RotoPlastic:] [HDPE:] [Fabric1:]	\$248,562.00	\$248,562.00
		(1) 3904 Bells 20" 1S		
		(1) 3914 Blue Window 20" 1S		
		(1) 3938 Color Wheel 12" 2S		
		(1) 3943 Hourglass 20" 2S		
		(1) 4959 Maze Wheel		
		(1) 4962 Echo Chamber		
		(1) 16465 Slide Transfer (Ada)		
		(6) 16700 Ada49"Sq Punch Steel Deck		
		(16) 16701 Ada 49"Tri Punch Steel Dk		
		(2) 16803 Ada Wide Triangular Platform		
		(3) 80076 Deck Flat Cap Pkg		
		(1) 80082 Slide Transfer		
		(1) 80602 2'-0"Entrance Barrier		
		(2) 80687 Handhold/Kick Plate Pkg		
		(1) 80692 Inchworm Climber Attach		
		(1) 81478 Horiz Ladder Link 147"		
		(1) 81666 Fun Seat		
		(1) 81669 Hand Cycler		
		(1) 81670 Crunch Bar		
		(1) 81688 Therapeutic Rings Attch		
		(1) 90015 Wide Deck Archway W/ Barrier		
		(1) 90176 Ada Crow'S Nest W/ Gizmo		
		(1) 90178 Ada Crow'S Nest W/Telescope		
		(1) 90182 Ada Crow'S Nest W/ Thunderring		
		(1) 90188 Calabazo Panel		

Centennial Park (2024 Grant) - Option 3 (Rev 3)

Quantity Part #	Description	Unit Price	Amount
	(2) 90207 Overhead Ladder Access Package		
	(1) 90249 2' Leaning Wall Climber		
	(1) 90262 4' Upright, Alum		
	(1) 90263 5' Upright, Alum		
	(3) 90264 6' Upright, Alum		
	(3) 90265 7' Upright, Alum		
	(6) 90266 8' Upright, Alum		
	(5) 90267 9' Upright, Alum		
	(4) 90268 10' Upright, Alum		
	(1) 90269 11' Upright, Alum		
	(1) 90508 4' Double Zip Slide, Std Dk		
	(1) 90509 5' Double Zip Slide, Std Dk		
	(1) 90516 Wide Rng Encl Dbl Mold S. Whl Bar Abov		
	(1) 90573 Scramble Up (3'-6" To 5'-0")		
	(1) 90610 Contoured Panel (Above)		
	(1) 90619 Ergo Climber (4'-0" & 4'-6")		
	(1) 90626 Fun-L Crawl Tube Attachment		
	(1) 90674 Std Access Ramp Link 3 Dk Gr		
	(1) 90676 Std Access Ramp Link Gr 2'-6" & 3'		
	(1) 90677 Std Access Ramp Link Gr 3'-6" & 4'		
	(1) 90834 3-in-a-Row Panel		
	(1) 90868 Splitter 6'		
	(5) 91139 Entryway - Barrier		
	(2) 91365 Sensory Wave Panel w/ stainled glass		
	(1) 91471 1' Sensory Wave Ramp Att. II		
	(1) 91543 8-Post Canopy Square Deck (3 deck)		
	(1) 91551 Maracabasas Panel (Below Deck)		
	(1) 91566 Face Creator Half Panel		
	(1) 91587 Braille Panel		
	(1) 91600 HDPE Vertical Ladder 2'0"		
	(1) 91604 HDPE Vertical Ladder 4'0"		
	(1) 91711 Modern Transfer w/Guardrail 1' Rise		
	(2) 91721 Wayfinder Sign - Climb		
	(2) 91722 Wayfinder Sign - Slide		
	(1) 91725 Wayfinder Sign - Ramp		
	(1) 91751 Altus X Tower Foundation		
	(2) 91755 Altus Tower Barrier Panel		

Centennial Park (2024 Grant) - Option 3 (Rev 3)

C	Quantity	Part #	Description	Unit Price	Amount
(1) 91768 – Altus X Tower Tube To Left			(2) 91764 AltusTower Slide Panel		
(1) 91771 - Modern Hex Roof (1) 91805 - Communication Board (1) 91829 - 5' Upright Extension w/ Cap 6' (8) 91830 - 5' Upright Extension w/ Cap 6' (8) 91830 - 5' Upright, Galv (1) G90266 - 8' Upright, Galv (10) G90268 - 10' Upright, Galv (10) G90268 - 10' Upright, Galv (7) G90273 - 15' Upright, Galv (7) G90273 - 15' Upright, Galv (8) Game Time - Power Scape Swings with Disc Swing (10) G90273 - 15' Upright, Galv (10) G90289 - 11' Upright, Galv (11) S9185P - Disc Swing Add-A-Bay (12) Basic:			(1) 91766 Altus X Tower Spiral Slide		
(1) 91805 – Communication Board (1) 91829 – 5" Upright Extension w/ Cap 6" (8) 91830 – 5" Upright Extension w/ Cap 6" (4) 980862 – 4" Upright, Galv (10) 690266 – 8" Upright, Galv (10) 690266 – 10" Upright, Galv (17) 690273 – 15" Upright, Galv (17) 690273 – 15" Upright, Galv (17) 690273 – 15" Upright, Galv (18) 690269 – 11" Upright, Galv (19) 690269 – 11" Upright, Galv (19) 690269 – 11" Upright, Galv (19) 690269 – 11" Upright, Galv (10) 690269 – 11" Upright, Galv (11) 690269 – 11" Upright, Galv (12) 690209 – 11" Upright, Galv (13) 69020 – 11" Upright, Galv (14) 69020 – 11" Upright, Galv (15) 69020 – 11" Upright, Galv (18) 69020 – 11" Upright, Galv (19) 69020 – 11" Upright, Galv (10) 69020 – 11" Up			(1) 91768 Altus X Tower Tube To Left		
(1) 91829 – 5" Upright Extension w/ Cap 6" (6) 91830 – 5" Upright Extension w/o Cap 6" (4) G90262 – 4" Upright, Galv (1) G90266 – 8" Upright, Galv (1) G90266 – 8" Upright, Galv (1) G90268 – 10" Upright, Galv (7) G90273 – 15" Upright, Galv (7) G90273 – 15" Upright, Galv (7) G90273 – 15" Upright, Galv (1) S9185P – Disc Swing Add-A-Bay (1) 59185P – Disc Swing Add-A-Bay (1) 29835P – Two Play Swing End Bay, 8" (1) 59185P – Disc Swing Add-A-Bay (1) 29835P – Two Play Swing End Bay, 8" (1) 5145 – Expression Swing 5" X 8" (1) 5145 – Ex			(1) 91771 Modern Hex Roof		
(6) 91830 - 5" Upright, Galv			(1) 91805 Communication Board		
(4) G90262 - 4' Upright, Galv			(1) 91829 5" Upright Extension w/ Cap 6'		
(1) G90266 - 8' Upright, Galv			(6) 91830 5" Upright Extension w/o Cap 6'		
(10) G90268 10' Upright, Galv (7) G90273 15' Upright, Galv RDU SameTime - PowerScape Swings with Disc Swing Basic:			(4) G90262 4' Upright, Galv		
The content of the			(1) G90266 8' Upright, Galv		
Total			(10) G90268 10' Upright, Galv		
RDU GameTime - PowerScape Swings with Disc Swing \$16,808.00 \$1			(1) G90269 11' Upright, Galv		
			(7) G90273 15' Upright, Galv		
(1) 2983SP Two Play Swing End Bay, 8' (1) 5145 Expression Swing 5" X 8' (1) 81758 5" Zero-G Chair (2-5)-Galv Chain \$9,859.00 \$9,859.00 \$9,859.00 \$9,859.00 \$9,859.00 \$9,859.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$13,296.00 \$1,500.00 \$1,025.00 \$1,500.00 \$1,025.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00	1	RDU		\$16,808.00	\$16,808.00
(1) 5145 Expression Swing 5" X 8' (1) 81758 5" Zero-G Chair (2-5)-Galv Chain 1 6272 GameTime - Merry-Go-All Basic:			(1) 5918SP Disc Swing Add-A-Bay		
1 81758 - 5" Zero-G Chair (2-5)-Galv Chain \$9,859.00 \$9,859.00 \$9,859.00 \$9,859.00 \$9,859.00 \$9,859.00 \$9,859.00 \$9,859.00 \$10.00			(1) 2983SP Two Play Swing End Bay, 8'		
1 6272 GameTime - Merry-Go-All [Basic:] [Roto Plastic:] \$9,859.00 \$9,859.00 1 6245 GameTime - RoxAll See Saw [Accent:] [Basic:] [Roto Plastic:] \$13,296.00 \$13,296.00 2 28009 GT-Site - 6' P/S Bench W/Back Inground [Basic:] [Coated Site:] \$1,002.00 \$2,050.00 1 T111 GT-Site - Connections Bench 6' Surf Mt/Portable [RB Frame PC:] \$1,500.00 \$1,500.00 1 14927 GameTime - NDS Play On Sign Package \$89.00 \$89.00 1 14928 GameTime - Owner's Kit \$89.00 \$89.00 1 POURED GT-Impax - Poured in Place Rubber Safety Surfacing (SF)-			(1) 5145 Expression Swing 5" X 8'		
Basic:			(1) 81758 5" Zero-G Chair (2-5)-Galv Chain		
[Accent:] [Basic:] [Roto Plastic:] 2 28009 GT-Site - 6' P/S Bench W/Back Inground [Basic:] [Coated Site:] \$1,025.00 \$2,050.00 1 T111 GT-Site - Connections Bench 6' Surf Mt/Portable [RB Frame PC:] \$1,500.00 \$1,500.00 1 14927 GameTime - NDS Play On Sign Package \$14928 GameTime - NDS Inclusive Play Sign Package 1 178749 GameTime - Owner's Kit \$89.00 \$89.00 1 POURED GT-Impax - Poured in Place Rubber Safety Surfacing (SF)- \$132,856.00 \$132,856.00 • Area: 5,333 Sq.Ft. • Materials: (50% Standard Color / 50% Black) • Depth: 4.5" for 10' CFH • Freight to Site • Installation of Rubber Surfacing Only; Regular Wages \$78,055.00 \$78,055.00 1 INSTALL MISC - Installation of Above Equipment \$78,055.00 \$18,640.00 \$18,640.00	1	6272		\$9,859.00	\$9,859.00
T111 GT-Site - Connections Bench 6' Surf Mt/Portable \$1,500.00 \$1,500.00 1	1	6245		\$13,296.00	\$13,296.00
1	2	28009		\$1,025.00	\$2,050.00
1 14928 GameTime - NDS Inclusive Play Sign Package 1 178749 GameTime - Owner's Kit \$89.00 \$89.00 1 POURED GT-Impax - Poured in Place Rubber Safety Surfacing (SF)- Area: 5,333 Sq.Ft. Materials: (50% Standard Color / 50% Black) Depth: 4.5" for 10' CFH Freight to Site Installation of Rubber Surfacing Only; Regular Wages 1 INSTALL MISC - Installation of Above Equipment \$78,055.00 1 INSTALL MISC - Provision and Installation of Sub-Base \$18,640.00	1	T111		\$1,500.00	\$1,500.00
1 178749 GameTime - Owner's Kit \$89.00 \$89.00 1 POURED GT-Impax - Poured in Place Rubber Safety Surfacing (SF)- Area: 5,333 Sq.Ft. Materials: (50% Standard Color / 50% Black) Depth: 4.5" for 10' CFH Freight to Site Installation of Rubber Surfacing Only; Regular Wages 1 INSTALL MISC - Installation of Above Equipment \$78,055.00 \$78,055.00 1 INSTALL MISC - Provision and Installation of Sub-Base \$18,640.00 \$18,640.00	1	14927	GameTime - NDS Play On Sign Package		
POURED GT-Impax - Poured in Place Rubber Safety Surfacing (SF)- • Area: 5,333 Sq.Ft. • Materials: (50% Standard Color / 50% Black) • Depth: 4.5" for 10' CFH • Freight to Site • Installation of Rubber Surfacing Only; Regular Wages 1 INSTALL MISC - Installation of Above Equipment \$78,055.00 \$78,055.00 1 INSTALL MISC - Provision and Installation of Sub-Base \$18,640.00	1	14928	GameTime - NDS Inclusive Play Sign Package		
 Area: 5,333 Sq.Ft. Materials: (50% Standard Color / 50% Black) Depth: 4.5" for 10' CFH Freight to Site Installation of Rubber Surfacing Only; Regular Wages INSTALL MISC - Installation of Above Equipment \$78,055.00 \$78,055.00 INSTALL MISC - Provision and Installation of Sub-Base \$18,640.00 	1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
 Materials: (50% Standard Color / 50% Black) Depth: 4.5" for 10' CFH Freight to Site Installation of Rubber Surfacing Only; Regular Wages INSTALL MISC - Installation of Above Equipment \$78,055.00 INSTALL MISC - Provision and Installation of Sub-Base \$18,640.00 	1	POURED	GT-Impax - Poured in Place Rubber Safety Surfacing (SF)-	\$132,856.00	\$132,856.00
1 INSTALL MISC - Provision and Installation of Sub-Base \$18,640.00 \$18,640.00			 Materials: (50% Standard Color / 50% Black) Depth: 4.5" for 10' CFH Freight to Site 		
	1	INSTALL	MISC - Installation of Above Equipment	\$78,055.00	\$78,055.00
1 INSTALL GameTime - Concrete Curbs (LF) \$29,060.00 \$29,060.00	1	INSTALL	MISC - Provision and Installation of Sub-Base	\$18,640.00	\$18,640.00
	1	INSTALL	GameTime - Concrete Curbs (LF)	\$29,060.00	\$29,060.00



10/15/2024 Quote # 171736-01-08

Centennial Park (2024 Grant) - Option 3 (Rev 3)

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	GameTime - ADA Ramp Access and Sidewalk Connection (5' x 15') to Parking Lot	\$4,195.00	\$4,195.00
1	INSTALL	GameTime - Drainage (LF)	\$4,895.00	\$4,895.00
1	INSTALL	MISC - Light Grading	\$18,640.00	\$18,640.00
1	2024 GT- Grant	MISC - 2024 Matching Funds Grant- Grant Rules and Limitations: To qualify for up to 100% matching grant, list price of the qualifying playground system muexceed \$75,000, and payment in full must accompany your order. For play systems with a price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exc \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matchifunds are subject to rounding rules and may vary based on qualified purchase. No other of discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems or Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, KidCourse, and The Stadium®. VistaRope®, freestanding net structure TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play product and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 18, 2024. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accep grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2024, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2024 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.	list eed ng fer, nly. s, s,	
Contract:	Buy Board	Contract #679-22	Sub Total	\$578,505.00
			Grant	(\$127,396.01)
		E	stimated Freight	\$14,917.81
			Total	\$466,026.80

Comments

^{*} 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.



10/15/2024 Quote # 171736-01-08

Centennial Park (2024 Grant) - Option 3 (Rev 3)

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- 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 (If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. Any order exceeding \$300,000 will require progress payments during the course of completion.
- 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. Consult local sales representative for CWO terms.
- **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. dba GameTime.
- FREIGHT CHARGES: Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer) 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: The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- FOOTER EXCAVATION: Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- UTILITIES: The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible
 for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- ADDITIONAL COSTS: Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- SITE CONDITIONS: The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.





Centennial Park (2024 Grant) - Option 3 (Rev 3)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates you	r agreement to the terms and conditions stated he	erein.
Accepted By (printed):	Title:	
Telephone:	Fax:	
P.O. Number:	Date:	
Purchase Amount: \$466,026.80		
SALES TAX EXEMPTION CERTIFICATE	#:	
(PLEASE PROVIDE A COPY OF CERTIF	,	
8346D05AF2A24B0 Salesperson's Signature BILLING INFORMATION:	Customer Signature	
Bill to: City of Burleson		
Contact: Vicki Cummings_		
Address: 141 W. Renfro St.		
Address:		
City, State:Burleson, TX_	Zip: <u>76028</u>	
Tel:(817) 426-9658 Fax	:	
E-mail: finance@burlesontx.com		
SHIPPING INFORMATION:		
Ship to:		
Contact:		
Address:		
Address:		
City, State:	Zip:	
Tel: Fax	:	

MATERIAL COLOR OPTIONS



Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.



MATERIAL COLOR OPTIONS

