

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lana Beach, CA 90802-4664

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CONTRACT

34855

THIS CONTRACT is made and entered, in duplicate, as of November 30, 2017 for reference purposes only, pursuant to Resolution No. RES-17-0075, adopted by the City Council of the City of Long Beach at its meeting on August 8, 2017, by and between PLAYCORE WISCONSIN, INC. DBA GAMETIME, a Wisconsin corporation ("Contractor"), 150 Playcore Drive SE, Fort Payne, Alabama 35967 with a place of business at ~~3220 S. Fairview Street, Santa Ana, California 92704-6509~~, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desires to purchase playground equipment for Drake Park, Los Cerritos Park, Veterans Park, and Whaley Park; and

WHEREAS, City did by Resolution No. RES-17-0075 determine that the City's need to purchase the playground equipment could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase the playground equipment, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Contractor shall sell, furnish and deliver to City playground equipment, attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-17-0075.

2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for the playground equipment, the prices shown in Exhibit "A", a sum not to exceed One Hundred Fifteen Thousand Four Hundred Seventy-Eight Dollars (\$115,478).

3. The term of this Contract shall commence on September 1, 2017, and shall terminate at midnight on August 31, 2018 unless sooner terminated as provided herein. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.

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1 4. Neither this Contract nor any of the moneys that may become due
2 Contractor hereunder may be assigned without the prior written consent of City.

3 5. Any notices required hereunder or desired to be given by either party
4 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
5 class postage prepaid, addressed to Contractor at the address stated herein, and to City
6 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
7 shall be deemed given on the date personal delivery is made or on the date of deposit in
8 the mail, whichever first occurs.

9 6. City shall have the benefit of any warranty from the manufacturer on
10 the playground equipment, and Contractor warrants that the playground are in good
11 working order and free from defect at the time of delivery.

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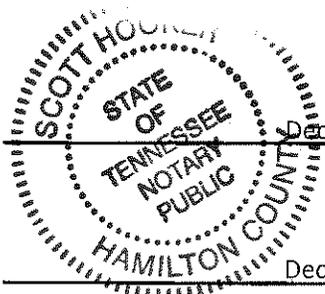
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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.



December 6, 2017

December 6, 2017

PLAYCORE WISCONSIN, INC. DBA GAMETIME, a Wisconsin corporation

By [Signature]
Name Donald R. King
Title Director of Sales Administration

By [Signature]
Name Scott Hooker
Title Notary, Corporate Account

"Contractor"

CITY OF LONG BEACH, a municipal corporation

12/14, 2017

By [Signature] EXECUTED PURSUANT
City Manager TO SECTION 30 OF
"City" Tom Modica THE CITY CHARTER.
Assistant City Manager

This Contract is approved as to form on 12/11, 2017.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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CORPORATE RESOLUTION

Resolved that

Donald R. King, GameTime Director of Sales Administration whose signature appears below is hereby authorized on behalf of this Corporation to enter into agreements related to the sale of the company's products, to agree to such terms and conditions as such officer deems advisable and to execute agreements as deemed proper and advisable by such officer in connection the endeavors of the Corporation.

Such officer is also authorized to affix the seal of the corporation to any documents which the officer deems proper and advisable.

It is Further Resolved

that all acts of such officer previously undertaken in behalf of the Corporation are hereby ratified and affirmed.

Said officer is authorized to act upon this Resolution until written notice of its revocation.

GameTime
A Division of PlayCore Wisconsin, Inc.

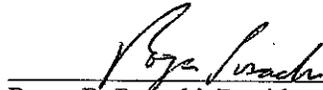


Donald R. King, Director of Sales Administration



I, Roger R. Posacki, President and CEO of PlayCore Wisconsin, Inc., a Wisconsin corporation, do hereby certify that the Resolution above is a true copy of a resolution and that the signature appearing above is the genuine signature of the person authorized as Director of Sales Administration for GameTime – A Division of PlayCore Wisconsin, Inc. to act on behalf of said Corporation.

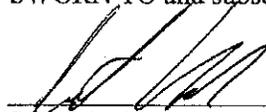
PlayCore Wisconsin, Inc.
401 Chestnut Street, Suite 410
Chattanooga, Tennessee 37402



Roger R. Posacki, President and CEO

STATE OF TENNESSEE
COUNTY OF HAMILTON

SWORN TO and subscribed before me this 28th day of February, 2017.



Scott Hooker, Notary Public
My commission expires: August 13, 2019

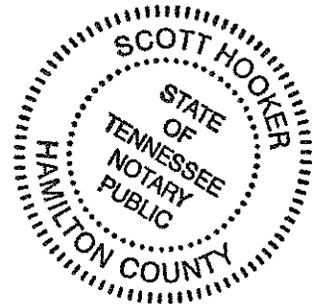


EXHIBIT "A"



A | A | CORE Company

Great Western Recreation
P.O. Box 97 Wellsville, UT 84339
435-245-5055
www.gwpark.com

QUOTE
#88839

06/20/2017

Veterans Park #2 Updated

City of Long Beach
Attn: Meredith Reynolds
2760 Studebaker Road
Long Beach, CA 90815
Phone: 562-570-3165
Meredith.Reynolds@longbeach.gov

Project #: P65357
Ship To Zip: 90802

Quantity	Part #	Description	Unit Price	Amount
1	4407RP	Game Time - Hex Net Tower	\$15,845.16	\$15,845.16
2	1470	Game Time - 2686 Enclosed Tot Seat 3 1/2" Od	\$226.95	\$453.90
4	1483	Game Time - 2955 Belt Seat 3 1/2" Od	\$190.40	\$761.60
1	3140	Game Time - KidNetix Apollo	\$7,751.00	\$7,751.00
1	3144	Game Time - KidNetix Eclipse	\$30,554.10	\$30,554.10
1	4841	Game Time - Maze Wheel Ass'Y	\$74.00	\$74.00
1	12023	Game Time - 3 1/2" Uprt Ass'Y Alum 8'	\$108.50	\$108.50
6	12024	Game Time - 3 1/2" Uprt Ass'Y Alum 9'	\$120.50	\$723.00
1	13612	Game Time - Sway Steps (Youth)	\$7,898.80	\$7,898.80
1	13613	Game Time - Floating Boards (Youth)	\$6,743.10	\$6,743.10
1	13617	Game Time - Traverse Wall (Youth)	\$4,900.70	\$4,900.70
1	18200	Game Time - 36" Sq Punched Deck P/T 1.3125	\$312.00	\$312.00
3	18201	Game Time - 36" Tri Punched Deck P/T	\$204.00	\$612.00
2	19001	Game Time - Entry Way	\$140.50	\$281.00
1	19002	Game Time - Single Gizmo Panel	\$213.50	\$213.50
1	19003	Game Time - Decorative Panel	\$213.50	\$213.50
1	19013	Game Time - Transfer Platform W/ Barrier (3')	\$1,103.00	\$1,103.00
1	19105	Game Time - Clover Leaf (2' & 2'-6")	\$567.50	\$567.50
1	19122	Game Time - Wave Zip Slide (2'-6" & 3')	\$545.00	\$545.00
6	26094	Game Time - Triangular Shroud	\$27.00	\$162.00
1	26168	Game Time - Xscape Swing 3 1/2" X 8'	\$1,037.00	\$1,037.00
1	26169	Game Time - Xscape Swing Add A Bay 3 1/2" X 8'	\$611.15	\$611.15
1	32030	Game Time - Vessel (2-Way)	\$1,786.00	\$1,786.00
2	32098	Game Time - Twisted Net	\$2,567.60	\$5,135.20
1	36004	Game Time - Sail Climbing Wall	\$593.50	\$593.50
1	36008	Game Time - Rock Climbing Wall	\$1,068.50	\$1,068.50
1	36014	Game Time - Arched Chain Net Link	\$582.50	\$582.50
1	36015	Game Time - Pod Rocker	\$412.50	\$412.50
1	36018	Game Time - Wide End Balance Beam	\$631.00	\$631.00



Nate Younker
435-245-5055
nate@greatwestern.com

Satsura Openshaw
435-245-5055
satsura@gwpark.com

Veterans Park #2 Updated

QUOTE
#88839

06/20/2017

Quantity	Part #	Description	Unit Price	Amount
1	36025	Game Time - 4 Way X-Pod Step	\$603.50	\$603.50
1	36031	Game Time - Single Link Cross Beam Primetime 36	\$78.50	\$78.50
1	36064	Game Time - Bongos	\$260.00	\$260.00
1	91018	Game Time - Arch Bridge (3D) 2 Deck Span	\$2,938.50	\$2,938.50
4	90269	Game Time - 11' Upright, Alum	\$199.50	\$798.00
1	178749	Game Time - Owner'S Kit	\$50.00	\$50.00
1	INSTALL	Game Time - Fork lift for receiving in Long Beach	\$650.00	\$650.00

Minimum Deposit required for custom items, \$4,500.00

SubTotal: \$97,059.21
Tax: \$9,881.94
Freight: \$8,536.51
Total Amount: \$115,477.66

Shipping to:
620 San Francisco Ave
Long Beach, CA 90802

Site Address:
101 E. 28th St.
Long Beach, CA 90806

*Freight charges are based on listed zip code and are subject to change,
if shipping information changes.

Customer is responsible for offloading.

No sitework, surfacing, or installation is included.

CSLB# 855664/DIR # 1000015526

***Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be
made payable to Gametime C/O Great Western**



Nate Younker Sarauna Openshaw
Nate@greatwestern.com Sarauna@gwpark.com

Veterans Park #2 Updated

QUOTE
#88839

06/20/2017

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western****

Payment Options

Credit Orders - Complete a Gametime Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa, Mastercard, or American Express. Your credit card will be charged by Gametime.

Cash on Delivery(COD) - Cashiers Check ONLY made out to Gametime C/O of Great Western

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o Great Western. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services.

Pricing: f.o.b. factory, firm for 10 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. **Damaged goods and/or shortages must be reported within 30 days of receipt of shipment in order to receive full credit. Please inspect and inventory all items received and list all damaged and missing goods on the bill of lading provided by the freight driver. Credit will not be given on items reported outside the 30 day time period.**

Freight charges: Prepaid and added at time of invoicing.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Receipt of goods: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions. Unless specifically included, this quotation also excludes drawings and permits. This quotation also excludes impact testing and independent audits unless specifically included.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Site Dimensions: Confirmation of final site dimensions and use zones are the responsibility of the owner.

Use Zones: Use zones shown are minimum safety zones required and should be clear of any overhead obstructions and any other encroachments. Please refer to ASTM 1487-07 a e1 for additional information regarding using zones and placement of playground equipment.



Note Younker
Note@gwpc.com

Saturna Opanshaw
Saturna@gwpc.com

Veterans Park #2 Updated

QUOTE #88839

06/20/2017

***Orders cannot be processed without color options. Please list your color choice below.

Color Palette Name _____

Enter Desired Custom Colors:

Uprights (Metal): _____

Decks: _____

Accents/Arches (Metal): _____

Plastics: _____

Roofs: _____

Rock Plastics: _____

Handgrips: _____

Tubes (Plastic): _____

HDPE: _____

2 Color HDPE: _____

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O GREAT WESTERN.

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Contact: _____

Billing Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

Email: _____

Email: _____

Customer's Signature: _____

