

MEETING DATE: November 16, 2015

**AGENDA ITEM:** Consider Approval of Purchase of Elementary Playground Equipment

## PRESENTER: Earl Husfeld

**ALIGNS TO BOARD GOAL(S):** Financial/Facilities – The District shall exhibit excellence in financial and facility planning, management, and stewardship.

### **BACKGROUND INFORMATION:**

• Per Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

## ADMINISTRATIVE CONSIDERATIONS:

- Included within the Capital Improvements Safety and Security component of Proposition 2 of the 2015 Bond Election was playground improvements at the District's four elementary schools.
- The primary focus of this project is the removal of the pea gravel from the playgrounds and replacing it with a playground fiber material.
- Completion of this project will be coordinated with the delivery of the wheelchair platform swings project you heard about earlier this evening. Projected delivery of these swings is typically six (6) to eight (8) weeks after order.
- To ensure the best pricing and value, the District utilized the TASB BuyBoard cooperative purchasing method to obtain the proposal on the following pages from Grounds for Play.

### FISCAL NOTE:

Total cost of \$181,477.15 will be paid from 2015 bond funds.

## ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the quote submitted by Grounds For Play for elementary school playground improvements/equipment as presented on the following pages.

### ALEDO INDEPENDENT SCHOOL DISTRICT PURCHASE/BID FOR APPROVAL NOVEMBER 16, 2015

BID NO.	DESCRIPTION/FUNDING SOURCE	AMOUNT	RECOMMENDED VENDOR(S)
TASB	Elementary School Playground Improvements and	\$181,477.15	1. Grounds For Play
BuyBoard	Equipment – Removal of Pea Gravel, Installation of		
	Playground Fiber Material, etc.		



# Quote

Origination Quote# Date

11/12/2015

QUO0081972

Bill To	Ship To
Earl Husfeld	Coder/McCall/Stuard/Vandagriff
Aledo ISD	12 Vernon/400 Scenic Trail/200 Thunderhead/408 FM
1008 Bailey Ranch Rd.	1187 South
Aledo TX 76008	Aledo (McCall is in Willow Park 76087) TX 76008

D e s i g n Consultant	Phone	Email	Created By	Terms	Prepaid Requirement
V0012222 Richard Yates	817-487-5615	ric.yates@groundsf orplay.com		Prepaid	
Expiration Date	Project				Quote Type
12/12/2015					Revision

Thank you for the opportunity to quote your upcoming project. If you have any questions please feel free to contact our Customer Service Department at 800-552-7529. Please note that quotes do not include installation or safety surfacing unless otherwise noted.

Qty	Item	Unit Price	Ext Amount
8	90022007XX - ADA Landscape Ramp	\$962.00	\$7,696.00
342	90022004XX - Timber 4ft BLACK ONLY w/Stake	\$44.00	\$15,048.00
1,673	<ul> <li>IN:EWF - Engineered Wood Fiber</li> <li>* Priced per cubic yard</li> <li>* 9" Naturally-compacted depth (12" Pre-compacted) is standard.</li> <li>* Freight &amp; Installation not included</li> <li>* Pricing assumes access for a 53' trailer. If a smaller trailer is required, additional charges may apply.</li> </ul>	\$16.25	\$27,186.25
6	<b>IN:EWF-GEO</b> - Geo Textile Fabric 250' Ig x 6' wd per roll	\$165.00	\$990.00
1,673	IN:EWF-INSTALL - Installation of wood fiber Priced per cubic yard	\$18.00	\$30,114.00
38,613	<b>IN:RMV&amp;DSP</b> - Removal & Disposal existing pea gravel 4-6 inches average depth	\$2.05	\$79,156.65
5,677	<b>IN:RMV&amp;DSP</b> - Removal & Disposal existing pea gravel 8 inch average depth	\$2.25	\$12,773.25
1	<b>Freight: Freight Out Billable and Handling</b> - Freight: Freight Out Billable and Handling: FULL VAN Includes 6800.00 for EWF Delivery	\$8,513.00	\$8,513.00



# Quote

Origination Date	Quote #
11/12/2015	QUO0081972
Subtotal	\$181,477.15
Tax (0%)	\$0.00
Net Total	\$181,477.15

In addition to the terms and conditions set forth herein, your purchase is subject to the terms and conditions listed at www.buysii.com. In the event of any inconsistencies between such terms and conditions and this quote, this quote shall control.





Origination Quote # Date 11/12/2015 QUO0081972

The parties to this agreement hereby agree that:

(1) Any changes in the scope of work shall be accommodated only with mutually approved, written change orders. Any CUSTOMER representative that acts as an authorized agent of the CUSTOMER will be assumed to have authority to approve and sign change orders.

(2) GFP shall have the right to invoice the CUSTOMER and collect additional reasonable charges if unforeseen additional costs are incurred on this project for any of the following reasons:

(a) Permitting (building, dig, etc.), Bonds, Taxes, Storage and/or Transporting of Equipment, offloading not covered under proposed scope of work

(b) Prevailing Wages, Union Wages, Engineering Costs not covered under proposed scope of work

(c) Contract price based on normal site conditions (normal digging, standard footer, etc.). Conditions such as underground obstacles (rock, coral, construction debris, paving sinkholes, etc.) which preclude the use of heavy machinery will require additional labor costs. Site accessibility included. Foundations shall be designed to provide adequate structural capacity, adequate foundation bearing capacity with acceptable settlements, and acceptable overall stability of slopes adjacent to the foundations. This is required by the CUSTOMER or the CUSTOMER consultant. GFP assumes no responsibility for soil and site conditions.

(d) While Grounds For Play makes every effort to provide accurate shipping prices, these are only estimates and additional charges may apply.

(3) Failure of the CUSTOMER to make timely progress payments for equipment where such progress payments are required shall result in the cessation of production or the withholding of shipment of completed items until all progress payments are made in accordance with agreed upon terms.

(4) Upon failure to pay required progress payments, GFP shall charge the CUSTOMER a storage fee equal to one percent per day of the project equipment total, or \$50 per day, which ever is greater. The CUSTOMER shall pay any such storage fee charged before the equipment will be shipped. The CUSTOMER shall advise GFP of any delays in site availability, construction scheduling, site work progress, personnel absences, or any other event that might cause the CUSTOMER to be unable to receive shipments according to planned schedules. Once GFP commits the equipment portion of this order to manufacturing scheduling, and so advises the CUSTOMER, the CUSTOMER shall pay for said equipment when invoiced and any reasonable handling, transportation, and storage charges required to safely house the equipment until the CUSTOMER is prepared to receive it.

(5) A 35% re-stocking fee will apply for any equipment item ordered and returned for any reason other than damage incurred during delivery. The CUSTOMER will have 72 hours after order placement to cancel any/all orders.

(6) Job site must be ready by the scheduled installation date. Any downtime resulting from the delays in installation, additional travel times/trips, etc. may result in additional charges.

(7) The CUSTOMER shall provide an accurate schematic or diagram of all underground utilities, inclusive of water irrigation systems, in the area in which playground equipment, fall zones, trike tracks, walkways, or other site amenities are to be installed, or shall provide a written statement that no such underground utilities exist. GFP shall be held harmless for any damage to or ramification resulting from damage to underground utilities should those utilities damaged be either improperly located in the schematics or drawings furnished by the CUSTOMER or by CUSTOMER error in determining no such utilities exist.

(8) Existing drainage problems, if any, will not be solved by this playground project unless noted as a line item in the proposed scope of work. Any problems with drainage that occur after installation is complete shall be the responsibility of the CUSTOMER.

(9) Heavy machinery may be required in the installation of the proposed scope of work. Grounds For Play will, within reason, try to leave site as it was found. If site does not allow the use of heavy machinery, additional labor costs will apply.

(10) GFP assumes a maximum frost line of 24" in its equipment and use zone design and installation.





Origination Quote # Date

(11) The authorized CUSTOMER representative must be available on the day the work is concluded to perform the mandatory walkthrough and sign-off that all items contained within the scope of work are acceptable. Failure to have an authorized representative present will result in additional charges.

(12) GFP warranty specifically excludes damage or defect caused by improper client installation, vandalism, natural disaster, weather, war, riot, insurrection, or act of God. The GFP warranty does not apply to warping or surface checking in wood members as warping and checking are natural tendencies of pressure treated wood or to other cosmetic issues such as fading, chipping, scratching, etc. Any other warranties, specific or implied, are hereby disclaimed by GFP. See GFP Warranty for additional details.

(13) All invoices shall be due upon receipt. Invoices are deemed delinquent after 30 days at which time a late charge of 1.5% per month will be applied until paid in full.

Grounds For Play may at its discretion invoice in stages as line items are completed.

Should one or more portions of work remain incomplete or is in dispute, the customer shall make payment for portions that are complete and/or not in dispute. Payment on incomplete and/or disputed portions will be due and payable upon completion/resolution.

(14) Legal jurisdiction for disputes arising from this agreement shall be in Carroll County, Georgia.

(15) If any clause or condition of this agreement is held to be unenforceable under law, the remaining portions are deemed to be still in effect and enforceable under the law.

Customer Signature:	Date:	
GFP Signature:	Date:	
	Dato	