



STANDARD AGREEMENT

(version 5-1-2020)

This AGREEMENT (“Agreement”) is entered by and between **Playcore Wisconsin, Inc., d/b/ GameTime Inc** (“Contractor”), located at **17802 Grant RD, Cypress TX** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Pour-in-Place rubber surface**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **August 1, 2020** and shall expire on **September 30, 2020**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$84,286.74** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor **is** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$250,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

(signature block on next page)

Executed on _____ . *(date to be filled in by City Secretary)*

GAMETIME INC. - "Contractor"



Bryan P. O'Conner

CITY OF LEAGUE CITY - "City"

Chien Wei, Director of Parks & Cultural Services

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule (There are 20 pages for Exhibit A, including this page)

Coordinate with onsite contractor performing other League Park renovations so as to not interfere with ongoing operations. Remove any playground equipment that contacts rubber surface. Remove current compromised rubber fall surface. Re-Dress and compact limestone base. Replace any playground equipment that contacts rubber surface. Install new rubber fall surface per specifications.

Exhibit A

Scope of Services/Description of Products/Payment Schedule (There are 1 pages for Exhibit A, including this page)

We will begin by removing the current Poured In Place Rubber ("PIP"), leaving the existing aggregate base in place. We will have a dumpster delivered to remove all waste and at that time, any base that needs to be repaired, will be repaired with the ¾ to minus aggregate. Once the pavers are completed with the surface areas that butt up next to the PIP, the surfacing group will install the Poured In Place Rubber. This process begins with installation of the buffings (the loose shredded rubber that absorbs the impact). The buffings will need to cure for 24-48 hours and then the top wear layer will be installed and will need 24-48 additional hours to dry. With the square footage of this job, the installation of the PIP (with good weather) will take around 6 working days.

- **What the work will include**

- demo of the current PIP
- repair of the existing aggregate base
- installation of new PIP

- **The materials that will be used**

- ¾ to minus aggregate for base repair
- buffings
- 50% Black / 50% Standard EDPM Color
- Aromatic Binder

- **The Timeline**

- 5 days for Demo
- 2 days for Repairing Base
- 6 days for installation of PIP

- **Coordination with onsite contractor performing other League Park renovations**

- This can be done by phone, text, email, etc. Installer can be supplied with their contact information or onsite contractor can be supplied with installer's contact information. Whichever form of communication is preferred by the onsite contractor.



PROPOSAL COVER SHEET

DUE DATE: Tuesday, June 30, 2020 by 2:00 p.m.

GameTime c/o Total Recreation Products

Name of Firm/Company

Bryan P. O'Conner

PRESIDENT of Total RECREATION

Agent's Name (Please Print)

Agent's Title

17802 Grant Road Cypress TX 77429

Mailing Address

City

State

Zip

800-392-9909

Telephone Number

Cell Phone Number

info@totalrecreation.net

Email Address

Bryan P. O'Conner

06/29/2020

Authorized Signature

Date

Bid Submission Checklist

Proposal submission package shall consist of the following:

- Proposal Cover Sheet
- Proposal (If hard copy submitted: one marked original, one marked copy)
- Flash Drive (If hard copy submitted marked: Vendor Name, No. 20-PARKS-007 Boundless Playground Surface)
- Cost Proposal Sheet
- Bidder Certification and Addenda Acknowledgement, Addendum(s) if applicable
- References
- Conflict of Interest Questionnaire (if required)
- Public Information Act Form

V. Contract Terms and Conditions:

A. General

This will be a one-time contract, upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

B. Indemnification

, but only to the extent such liability and demands are caused by the Firm's negligent acts or omissions or by anyone for whom the Firm may be liable

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.


C. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

~~This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.~~



~~insurance and specifically citing the indemnification provision~~ set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor. 

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://leaguecity.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.



TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party. ~~Should Contract be terminated once Work commences, the Firm shall be paid at the contract unit price for all completed Work, increments of Work in progress, and products produced specifically for the Work which are not resaleable.~~

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a *Certificate of Interested Parties (Form 1295)* at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/File/>

GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Website: <http://www.gametime.com/>



A PLAYCORE Company

QUALIFICATION STATEMENT FOR FURNISHING PLAYGROUND AND ANCILLARY EQUIPMENT, SAFETY SURFACING, & INSTALLATION SERVICES

The GameTime Division of PlayCore Wisconsin, Inc., in collaboration with your local GameTime regional sales representative agency, seeks to prequalify, first as a manufacturer and vendor of park and playground equipment, and secondly as a first-tier subcontractor to furnish and install safety surfacing. Additionally, we are positioned to provide installation services through our network of factory-trained and certified installers. As this submittal attests, GameTime is fully qualified to provide the necessary equipment and services to fulfill requirements of the most demanding project.

GameTime has been manufacturing commercial playground apparatus continuously since 1929. The GameTime Division is a vertically integrated company with extensive design, manufacturing, distribution and installation capabilities. With 400,000 sq. ft. under roof on an 81-acre facility devoted solely to the manufacture of playground equipment, GameTime is well equipped to handle orders of any size. Seasonal weekly production can exceed \$2,850,000. Daily inventory often exceeds \$6,000,000. GameTime does all metal fabrication, rotationally molded plastic, PVC coating and powder coating "in-house". Once an order is entered, GameTime delivers equipment to its customers within 21 to 30 days.

GameTime currently employs 400 people in the design and manufacture of commercial playground and recreation equipment. The staff includes five industrial designers, four product managers, three structural engineers, a landscape architect, and eight CAD operators in the product development, design and processing groups. The GameTime office staff total 112. Additionally, a number of consultants collaborate in key areas. GameTime products are distributed in the United States by a network of 13 domestic independent sales organizations employing 130 sales and 98 support personnel. Seventeen international distributors market GameTime products worldwide.

GameTime conducts "GT College" annually and holds seminars throughout the year to disseminate the latest in product improvements and new design directions, computer technology, safety compliance, risk management, installation techniques, ADA requirements, and related topics. Staff members are CPSI certified playground safety inspectors. GameTime provides local on-site playground design services utilizing laptop computers with exclusive GTCAD programming; furnishes CPSI safety audits; equipment selection consultations; safety surfacing materials; and installation by "factory-certified" installers for complete "turnkey" packages. On average, GameTime sales agencies have been serving customers for 32 years.

Originally founded in Michigan, GameTime division headquarters and manufacturing relocated to Fort Payne, Alabama U.S.A. in 1979. In March of 1997, PlayCore Wisconsin, Inc., a wholly owned subsidiary of PlayCore, Inc. (AMEX: PCO), acquired GameTime, Inc. Chartwell Investments acquired all issued and outstanding shares of PlayCore stock in April 2000, and the company became privately held. Irving Place Capital (formerly Bear Stearns Merchant Banking), together with company management, purchased PlayCore in February 2007. On May 30, 2014 PlayCore was acquired by Sentinel Capital Partners, a New

GAMETIME PREQUALIFICATION STATEMENT

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York middle-market private equity firm which subsequently sold the company to Court Square Capital Partners <https://www.courtsquare.com/>, Park Avenue Plaza, 55 East 52nd Street, 34th Floor, New York, NY 10055 on October 2, 2017. PlayCore product sales for 2020 are expected to exceed \$625,000,000.

PlayCore is a leading designer, manufacturer, and marketer of a broad range of commercial playground and park equipment, safety surfacing, site amenities, fitness, and related products. PlayCore currently operates seven distribution locations; four core manufacturing facilities; and ten specialized manufacturing sites. The PlayCore Federal Identification Number is 39-1720480; DUNS Number 006639710 and CAGE Code 84308.

We submit this as verification GameTime is financially sound, experienced, and well positioned to provide a full-solution, total turnkey package for playground equipment and related services from design to final inspection. As a privately-held company, Court Square Capital Partners refrains from distribution of financial data on segments of its investment portfolio that may be subject to public disclosure. Should further financial particulars on PlayCore be necessary, kindly contact Ms. Joni Manley, Vice President Finance and Accounting, 423/648-5890, jmanley@playcore.com.

We certify the information submitted herein is true and correct.

GAMETIME DIVISION

Clint Whiteside



Sales Administration Project Manager

PROJECT TEAM: Tim Duckworth, Territory Sales Manager

Key Project Member/Project Mgr., Dedicated Local Representative, Certified GameTime Installer

tim@totalrecreation.net | (800) 392-9909 Office | (281) 300-8583 Cell



Tim was born and raised in Montgomery, Texas. He is a proud Montgomery Bear! Tim has more than 15 years experience in sales and customer service. Tim makes building customer relationships a priority. Over the past few years, Tim has learned every aspect of the playground business. He loves meeting with customers to get their vision. He has the unique opportunity through GameTime, Total Recreation, and Crosswinds Contracting to create, build, and see the vision come to life. Tim has a passion for mission work, as well as special needs child and adults. He is the Special Needs Coordinator at the Ark Church and a volunteer at Bridgewood Farms.



Tim will be essential regarding the site planning, project coordination and overseeing the installation.



PROJECT MGR.



CLIENT



INSTALL

PROJECT TEAM: Jennifer Roberts, Project Coordinator

Key Project Member, Inclusive Play Advisory Board, Project Designer

jennifer@totalrecreation.net | (800) 392-9909 Office

Jennifer was born and raised in Montgomery County. She has been an essential member of Total Recreation since 2012 and working with Tim Duckworth since 2015. During her tenure, she has been the lead designer on several notable inclusive projects including Weatherford ISD, City of Richardson – Cottonwood Park and numerous playground projects for The Woodlands Township. She brings an intimate knowledge of The Woodlands Township's preferences and ideals to the table.

Jennifer will be the lead project designer, as well as play a key role on the Inclusive Play Advisory Board for this project.



CAD ARTISTS



DESIGN SPECIALIST

CERTIFIED GAMETIME INSTALLER: Crosswinds Construction



Choosing a perfect play unit from a catalog, can be the easiest part of a new park. Some sites are extremely easy. Others have obstacles that are remaining to enhance the overall aesthetics of the site. Getting the unit properly placed within these obstacles, can be a problem. Crosswinds has coached many customers through this minefield of confusion to help them win the battle. After its done, we enjoy sitting back with a big grin at this attraction of pure perfection. The grin becomes a smile at the completion parade put on by those partaking in the new park. We consider it a job well coached, when the new centerpiece of the community is pouring accolades out to the hard work your park staff put in.



Crosswinds Coaches have many years of installation and construction skills to walk you through to the completion of your project. We help you provide the perfect community to the people you serve. The owners of Crosswinds are not only are skilled in erecting certified and safe play structures, they are also well experienced sales associates of their manufacturer. This provides people skills that are necessary in coaching our customers through the difficulties that can arise anywhere along the way, from design to the finish product.

TIMOTHY DUCKWORTH

2811 Beasley Rd., Conroe, TX 77301 · 281-300-8583

tim@totalrecreation.net

EXPERIENCE

JANUARY 2016 – PRESENT

SOUTH EAST TEXAS TERRITORY SALES MANAGER, TOTAL RECREATION PRODUCTS

Providing and Managing the South East Region Sales of Playgrounds and other Recreational Products.

2012 – PRESENT

VICE PRESIDENT, CROSSWINDS CONTRACTING

Managing a construction company with Installation and Maintenance of Playgrounds.

EDUCATION

MAY 1995

MONTOGMERY HIGH SCHOOL

During high school, I started in the construction background; being a part of CO-OP classes and working for school credits by traveling and remodeling restaurants.

SKILLS

- Implement a sales strategy to drive the sales process within a specific region.
- Meet and exceed revenue goals and targets
- Develop key account relationships in my region.
- Stay up to date with industry news, competition, and consumer trends.
- Foster teamwork that dives motivation and retention.

CERTIFICATIONS

- Certified Playground Safety Inspector (CPSI)
- Certified GameTime Playground Installer

ACTIVITIES

I started building playgrounds in 2012, growing in knowledge and expertise in the field. Once I became accustomed to the process, I began to use what I had learned, taking part in a program through my home church will send pre-owned playgrounds, from our area, to villages with children in third world countries. In 2016, I joined Total Recreation Products and began selling GameTime Equipment to the South East Region of Texas and enjoy every aspect of it.

PRIOR EXPERIENCE: Projects of Distinction

City of Georgetown - Creative Playscape (2014)



Beginning in 2013, GameTime began work with the City of Georgetown in the updating of a beloved City park. The existing park equipment was loved by the community, as many of its residents had been physically involved in the building of the wooden structure. The existing wooden structure had been built to honor the history and heritage of the City of Georgetown, so when the decision was made to bring the equipment into compliance, it was not taken lightly. The new park needed to include an updated and safe play system, that was both inclusive and universal, as well as tell the story of Georgetown. GameTime began work with the City and their architect on what would be a destination park. Included with the equipment was a custom “town” façade dedicated to the Farmers State Bank, Pharmacy and the Georgetown Train Station. Additional artistic panels were included to honor local artisans, as well as the history of the Georgetown. The unit itself began at a 5’ concrete ramp that allowed us to continue ramping up to an 8’ deck height. Slides were included at each deck height change for as much inclusive play value as possible.

City of League City - League Park/Side By Side Project (2010)



In 2010, GameTime was contacted by the City of League City in conjunction with the parent of a special needs child to develop a playground that would allow them to play “side-by-side” with their friends. The City of League City then reached out to Boundless Playgrounds to help raise funds, and with the help of CVS, was able to reach their goals. During this process, GameTime worked directly with the parents and executives with the City to design this fully accessible playground.

The playground unit has ramps throughout so to ensure an unhindered play experience for a child in a mobility device and therefore true side-by-side parallel play and social connectivity were developed. To include a full sensory experience, a music area was designed which included custom poured in place rubber surfacing with music notes that play sounds when pressure is applied. Utilizing a combination of poured in place rubber surfacing with engineered wood fiber enabled the City to create an inclusive play space while also maintaining their budget.

City of Houston - Eastwood Park (2009)



GameTime was approached by the City of Houston for an inclusive project for Eastwood Park in 2009. This project was to be a banner project for the City of Houston, as well as the Houston Parks Board. For this park, we have three separate inclusive structures, as well as various freestanding components as much cooperative and parallel play as possible. The units were intentionally designed with alternating deck colors at the elevation changes. This allowed for both a visual and sensory experience when you traverse through the systems. Freestanding panels, climbers and motion activities were installed throughout the area to encourage for ground level play and increase physical activity. Artificial turf was included on this project to bring a more natural aesthetic to the play area, while keep it inclusive.

City of Fort Worth - Patricia Le Blanc Park (2014-2015)



Having worked with the City of Fort Worth on numerous playground projects, when the City decided to expand on their four existing inclusive playgrounds, they naturally reached out to GameTime for help. The park director, having family with a disability that required a mobility device, understood the importance inclusion. It was important that the playground not only be ramped for inclusion, but have as much play value as possible. With this in mind, we worked with the City to design a unit that ramped fully from grade up to 8', incorporating slides and climbers at all deck heights. This particular unit is modeled after a partially ramped unit GameTime designed for the City of Schertz. The City of Fort Worth was intrigued by the overall look and appeal of the unit, but wanted to take it one step further by converting it to a fully ramped unit that would encompass their entire play space. Wanting the unit to blend with the abundance of trees at the park, the unit was designed in a timber theme and natural color selections.

City of Richardson - Cottonwood Park for Ann Eisemann (2016 - 2018)

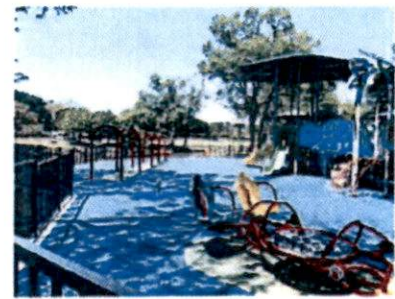


Beginning in 2016, the City of Richardson started plans to dedicate a park to local philanthropist, Ann Eisemann. Over the course of two years, the City was able to fund raise over \$500,000 towards the park including donations from Mrs. Eisemann herself. During this same two year span, the design for the park evolved into one of GameTime's National

Demonstration Sites for Inclusion and PlayOn!. The design not only includes the 7 principals of inclusive design, it also addresses the 6 key elements of play (spinning, sliding, swinging, balancing, brachiating/overheads and climbing). This means that the developmental needs of the whole child are being addressed, be it physical, cognitive, social/emotional, communicative, and sensory.

The play area consists of two fully inclusive units: one for ages 5-12 and one for ages 2-5. In addition, there are several freestanding accessible components such as swings, the merry-go-all and Rox-All See Saw.

Throughout the play area, there are multiple colors of poured in place surfacing to differentiate the different pieces of equipment and again entice the overall sensory experience of play.



Weatherford ISD - Seven Elementary Schools (2017)



When the mother of a local Weatherford ISD student was having to make trips to her daughter's school to help transition her in and out of her wheelchair during recess, she reached out to the school district to see what could be done to make the playground more accessible. The district, recognizing the need, set out to not only correct the issue at the one school, but also

at all of their elementary schools.

Over the course of 2017, a design was put in place to create a ramped unit that would not only allow for access via a mobility device, but make the unit universally accessible to children of all abilities. This design was utilized at all seven elementary schools and is recognized as a National Demonstration Site for Inclusion. This recognition means that the whole playground area meets the requirements of the 7 principles of inclusive design. Now children throughout the district are benefitting from the playgrounds and are able to play as a community with the other children at the school.

PRIOR EXPERIENCE: Houston Area Playgrounds

City of Houston – Eastwood Park (2009)
5000 Harrisburg Blvd, Houston, TX 77011

City of League City – League Park (2010)
512 2nd Street, League City, TX 77573

Katy Lakes (2019)
25290 Beckendorff Road, Katy, TX 77493

The Woodlands Township – Falconwing Park (2018)
5610 Rush Haven Drive, The Woodlands, TX 77381



PRIOR EXPERIENCE: The Woodlands Township

Falconwing Park (2018)
5610 Rush Haven Drive
The Woodlands, TX 77381

Maple Glade Park (2017)
165 Maple Glade Place
The Woodlands, TX 77382

Clover Park (2016)
187 N. Mill Trace Drive
The Woodlands, TX 77381

Harpers Landing Park – 2-5 Area (2018)
Harpers Landing Park – 2-5 Area (2018)
2 Bridge Blair Drive
The Woodlands, TX 77385

Copper Sage Park (2016)
75 S Golden Arrow
The Woodlands, TX 77381

Lakeside Park (2015)
5001 Alden Bridge Drive
The Woodlands, TX 77382



Proposal Cost Sheet

DUE DATE: Tuesday, June 30, 2020 by 2:00 p.m.

Line Item	Description	Unit Price	Unit	Amount
1	Approx 5,777 SQFT of pour in place rubber surfacing, 50% Black/50% Standard EPDM Color – Aromatic Binder, Non-Prevailing Wages, 4" System Depth for 8' CFH	\$ 74,745.92	1	\$ 74,745.92
2	GT-Impax – Demo/Dispose of existing PIP Surfacing, Re-Dress Base	\$ 9,450.82	1	\$ 9,540.82

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL SUBMISSION

REFERENCES

Weatherford ISD: Sandra Brackin

7 Elementary Schools

1100 Longhorn Drive, Weatherford, TX 76086

sbrackin@weatherfordisd.com • (817) 598-2800

Dallas ISD : Coy Frazier

10 Elementary Schools

3701 South Lamar, Dallas, TX 75215

cfrazier@dallasisd.org • (972)-925-4560

Crowley ISD: Jarvis Walker

8 Elementary Schools

2205 North Crowley-Cleburne Road, Crowley, TX 76036

jarvis.walker@crowley.k12.tx.us • (817)-297-5942

Irving ISD/City of Irving - MC Lively and AS Johnson Elementary: Terry Reed

825 W. Irving, TX 75060

Treed@cityofirving.org • (469)-446-4313

City of Conroe: Paul Virgadamo

401 Sgt Ed Holcomb Blvd, Conroe, TX 77304

pvirgadamo@cityofconroe.com • (936) 522-3000

City of Baytown: Scott Johnson

1210 Park Street, Baytown, TX 77520

scott.johnson@baytown.org • (281) 420-6599

City of Brenham: Dane Rau

910 N. Park Street, Brenham, TX 77834

drau@cityofbreham.org • (979) 337-7407

City of Richardson: Kurt Beilharz

411 West Arapaho, Room 208, Richardson, TX 75080

kurt.beilharz@cor.gov • (972) 744-4307

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Game Time c/o Total Recreation Products

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

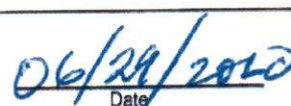
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity


Date



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting:

GameTime c/o Total Recreation

Signature:

Bryan P. O'Connor

Date:

06/29/2020

Print Name:

Bryan P. O'Connor

Print Title:

President of Total RECREATION