

Martin, Dr. Patrick

From: Lowery, Corey
Sent: Friday, June 24, 2011 9:44 AM
To: Martin, Dr. Patrick
Cc: Damato, Jim; darminio@msn.com
Subject: FW: Gametime Playgrounds
Attachments: Franklin School 6.21.11.jpg; 6-21-11 Redesign Model (1).pdf; EQuote_82593.pdf; surfacing curbs QUOTE_81238.pdf; 044411A Union _ Franklin School_ MN ANI (2).pdf

Good morning Dr. Martin:

Attached are the specs and cost of the playground for Franklin School. We have raised approximately \$30,000 and are all set to sign the contract after board approval. The goal is to have the playground up by the end of August. Gametime company will need 30 days to process the order and will begin construction soon after. Construction time will take approximately 1-2 weeks depending on the weather.

The playground will include maintenance free, poured in rubber surfacing with enough space allotted to expand the playground over the next couple of years.

Due to the projected placement of the playground, the gate opening for deliveries will have to be relocated.

Please let me know if you need any further information.

Thank you,

Corey Lowery

From: mike nowak [mailto:mnowak@marturanorec.com]
Sent: Thursday, June 23, 2011 4:49 PM
To: Lowery, Corey
Subject: Gametime Playgrounds

Corey,

Per our meeting earlier this week, please find the attached proposals for supply and installation of a new playground. The total came in just under \$30k. Please let me know if you have any questions.

Thank you,

Michael Nowak

Design Consultant

Maturano Recreation Company

6/24/2011

P: 1-800-922-0070 x37

F: 732-974-0226

mnowak@marturanorec.com

***If you would like to be added to our email list please respond to this email with, " ADD ME TO LIST ".**

Emails include updates on equipment & any current or future specials and promotions. *

We Build Great Playgrounds *PLUS* ++++

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Shelters & Gazebos

Site Amenities

Fitness Equipment

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Spray Parks

Water Slides

Bleachers

Climbing Walls

Synthetic Ice

Custom Fences, Arch Ways & Animal Art

Free Standing Net Climbers

Dog Parks

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Fund Raising

Obesity & Compliance Grants

Free Design Service

Everybody Plays – 7 Principals of Inclusive Design

Play Curriculum – Turn Your Playground Into A Learning Experience

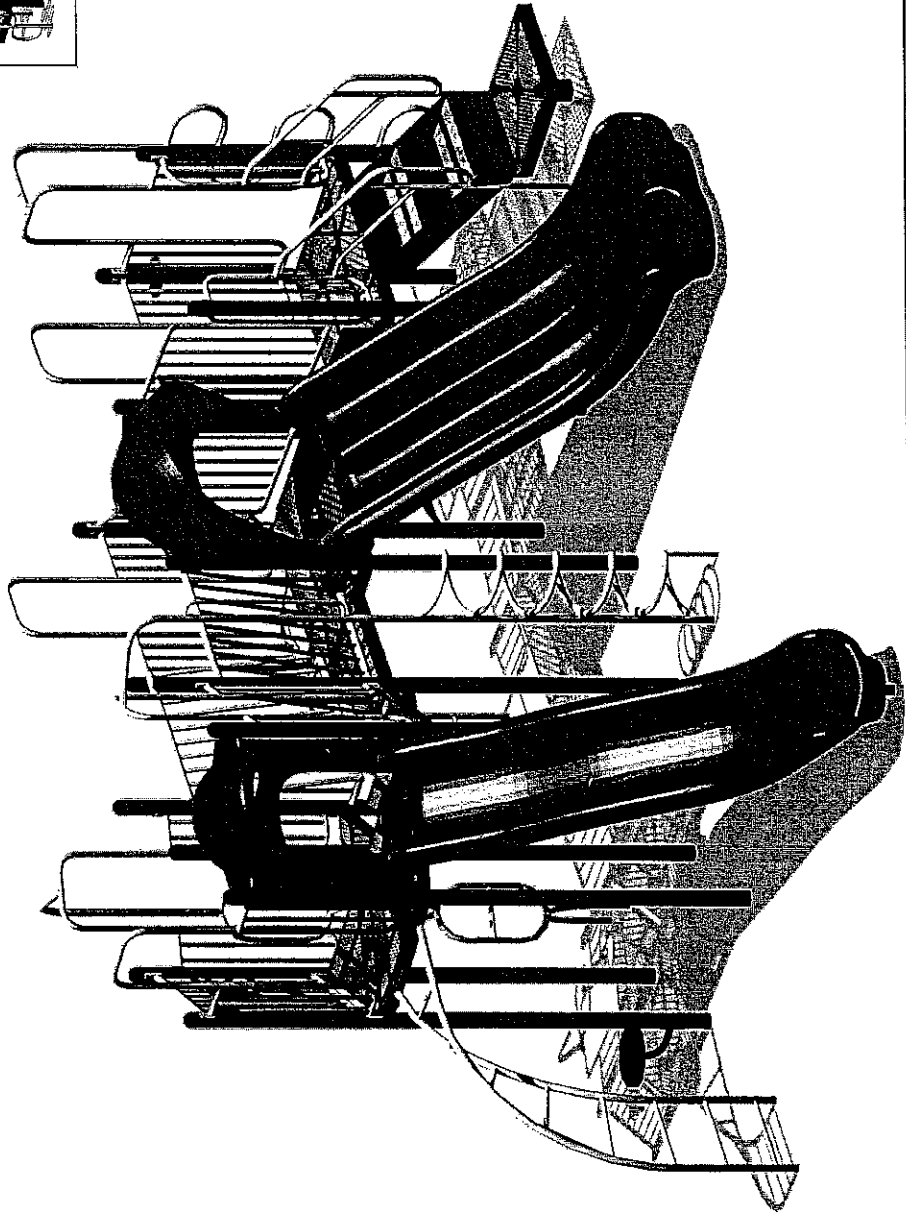
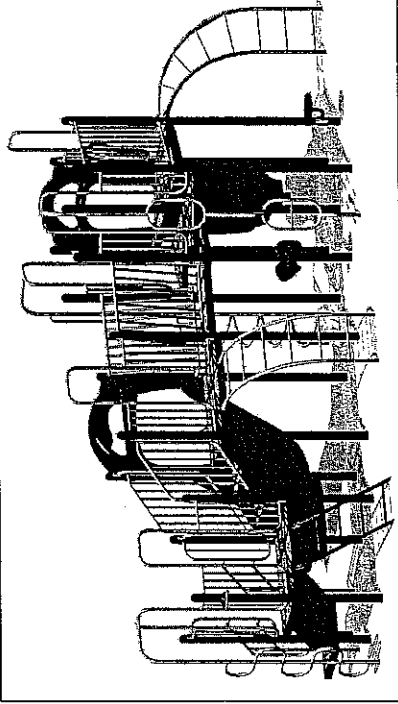
www.marturanorec.com

www.gametime.com

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Franklin School
Union Township Public Schools
June 21, 2011



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A PLAYCORE Company

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MARTURANO@GAMETIME.COM
Web: www.marturanorec.com

QUOTE #82593

06/21/2011

NJ Union Twp Public Schools: Franklin School - 6.21.11

Union Township Public School District
Attn: Corey Lowery
1550 Lindy Terrace
Union, NJ 07083
Phone: 908-851-6456
Fax: 908-810-0710
clowery@twpunionschools.org

Project #: P64286
Ship To Zip: 07083

Table with 5 columns: Quantity, Part #, Description, Unit Price, Amount. Row 1: 1, RDU, Game Time - PrimeTime Custom Unit - as shown on drawing dated 6.21.11, \$20,989.00, \$20,989.00

Supply only. Price excludes installation and safety surfacing.
MN/af

SubTotal: \$20,989.00
Discount: (\$10,494.50)
Freight: \$2,202.98
Total Amount: \$12,697.48

CHOOSE YOUR COLOR SCHEME:

IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW.

GAMETIME PLAY PALETTE: _____

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.

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 Marturano Recreation. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing F.O.B. factory, firm for 30 days from date of quotation unless otherwise stated above. PAYMENT TERMS: Check in full at time of order made payable to GameTime.

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.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your check in full, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. 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; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, check in full and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.



A PLAYCORE COMPANY

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MARTURANO@GAMETIME.COM
Web: www.marturanorec.com

QUOTE #82593

06/21/2011

NJ Union Twp Public Schools: Franklin School - 6.21.11

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Email: _____

Facsimile: _____

Purchase Amount: \$12,697.48

Order Information:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Tel: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)



1985 Rutgers University Blvd. • Lakewood, NJ 08701 • 732.363.0600 • 888.436.6846 • Fax: 732.370.4247 • www.playsafer.com

PROJECT INFORMATION:

Union Township Public School District
Attn: Corey Lowery
1550 Lindy Terrace
Union, NJ 07083
Phone: 908-851-6456
Fax: 908-810-0710
clowery@twpunionschools.org

June 23, 2011
Quote # 81238

Site Name	Quantity	Color	Surfacing Type
Franklin School 6.21.11 Design	1,040 SF	100% Color	Rubber Bond
Franklin School 6.21.11 Design	(24) 4" Curbs	Brown	Rubber Curb

Supply and Installation of 1,040 SF Poured Bonded Rubber Safety Surfacing
and (24) 4" Rubber Curbs to cover an area 38' x 28'

Total Cost: \$13,100.00

Sub base Install: NOT INCLUDED

Excavation: NOT INCLUDED

Security: To be provided by Owner/Township/School for 24-48 hours upon completion of each phase.

Wear mats: N/A

Playsafer Rubber Curbs (Borders): 24

Playsafer Spikes or standard rebar for curbs/borders: Included

Estimated Installation Date: TBD

SURFACING COLOR SELECTION: (Circle choice) BLUE, LIGHT BLUE, GREEN, TERRA COTTA RED, BROWN, AND BLACK.

IF AREA HAS MORE THAN ONE COLOR, PLEASE DESIGNATE ON A SEPARATE DRAWING TO THE APPROPRIATE SCALE.

NOTES: NJ State Tax not included. Please provide a copy of your tax-exempt certificate at time of order. Price is based on a flush edge. There is an additional charge for a beveled edging.

PAYMENT METHOD: 50/50 DEPOSIT AT TIME OF ORDER. (Municipal and School purchase orders are accepted. All other deviations are subject to credit approval)



Customer is responsible for keeping area secure, closed and safe, during the 24 hour curing process for each phase. There may be slight color variations during the curing process that will blend in a short period of time depending on weather conditions. "Day Seams" may be necessary and visible due to the size of the project and if weather conditions require the process to be suspended. Any damage incurred during curing will be repaired at the customer's expense. Variations in texture may be visible due to temperature fluctuations. All surfaces will darken initially. Swing areas are subject to excess wear and are not covered under warranty.

TERMS AND CONDITIONS: Poured Rubber Safety Surfaces: The Rubberecycle Quote is based on the information provided and is subject to change based on review of complete plans and site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet PBR specifications and appropriate grade elevations; and is the responsibility of the owner. Rubberecycle's Standard insurance does not include "additional insured", subrogation, or primary / non contributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be required before installation can begin.

GENERAL LABOR All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company. Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property and casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

APPLICABLE LAW: The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the inpersonam jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey or the Federal District court in Essex County, New Jersey. Buyer hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect. 2.5 CONSEQUENTIAL DAMAGES WAIVER

Buyer agrees to indemnify, defend and hold Rubberecycle™ harmless of and free from any liability which may be asserted against Rubberecycle™ by virtue of any suit or claim of any kind, arising out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall pay Rubberecycle™ within ten (10) days after any judgments rendered against Rubberecycle™ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle™ in defending any action brought against Rubberecycle™ as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses.

IN NO EVENT WILL RUBBERRECYCLE™ BE RESPONSIBLE FOR ANY DIRECT LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION COST AND EXPENSES, IN EXCESS OF THE AMOUNTS PAID BY BUYER FOR THE MATERIALS SUPPLIED. RUBBERRECYCLE™ WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT LOSS OR DAMAGE, LOST REVENUE OR PROFITS, REPLACEMENT GOODS, LOSS OR INTRRUPTION OF USE, EVEN IF RUBBERRECYCLE WAS ADVISED OF THE POSSIBLTY OF SUCH DAMAGES, AND WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT, STRICT LIABILTY OR OTHERWISE.

ACCEPTANCE OF PROPOSAL- The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.

SIGNATURE: _____ **DATE:** _____

WITNESS: _____ **DATE:** _____



Whirl Construction, Inc.
ESTABLISHED 1982

PROPOSAL / AGREEMENT

187 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
Phone (732) 495-3715 • Fax (732) 495-6133
Email: info@whirlconstruction.net
www.whirlconstruction.net

Page 1 of 2

Union Township PH: 908-851-6456 06-21-11
Public School District FX: 908-810-0710
clowery@twpunionschools.org

PROPOSAL SUBMITTED TO	PHONE	DATE
1550 Lindy Terrace	Union, New Jersey 07083	044411A
STREET	CITY STATE ZIP	QUOTE#
Corey Lowery	Franklin School	Union
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

*Install Only - GameTime Equipment, per drawing rec'd 6/21/11:
One (1) GameTime Modular Unit.....\$4,200.00

*Please note: Above pricing includes installation through existing asphalt.

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION
Note: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment or site preparation. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of or insufficient resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. ALL Equipment Installed Per Manufacturers Specifications. Add tax where applicable.

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Four Thousand Two Hundred Dollars..... DOLLAR \$4,200.00

Payment to be made as follows:

Purchase Order due with signed proposal.

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our worker's are fully covered by Workman's Compensation Insurance.

Authorized Signature: Jim Davis
Jim Davis

Note: This proposal maybe withdrawn by us if not accepted within 30 days.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

(over)

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____