

RESOLUTION  
of the  
BOROUGH OF NEW PROVIDENCE  
Resolution No. 2015-339

Council Meeting Date: 09-15-2015

Date Adopted: 09-15-2015

TITLE: RESOLUTION APPROVING PURCHASE ORDER NO. 51954  
FOR GAMETIME. IN THE AMOUNT NOT TO EXCEED \$6,628.75,  
FOR PLAYGROUND EQUIPMENT

Councilperson Muñoz submitted the following resolution, which was duly  
seconded by Councilperson Galluccio.

BE IT RESOLVED by the Mayor and Council of the Borough of New  
Providence, in the County of Union and State of New Jersey, that they do hereby  
approve purchase as follows:

|                      |   |                         |
|----------------------|---|-------------------------|
| Purchase Order #     | - | 51954                   |
| Grant                | - | 20-15—G802-2-           |
| Capital              | - | 15—264-967-3-40027      |
| Amount Not to Exceed | - | \$ 3,314.00<br>3,314.75 |

Said purchase order is made and approved in the form as attached hereto and  
made a part thereof. Funds for said purchase order are certified available from  
Current Budgeted Appropriations.

APPROVED, this 15<sup>th</sup> day of September, 2015.

RECORD OF VOTE

|           | AYE | NAY | ABSENT                    | NOT VOTING |
|-----------|-----|-----|---------------------------|------------|
| GALLUCCIO | X   |     |                           |            |
| GENNARO   | X   |     |                           |            |
| KAPNER    | X   |     |                           |            |
| MADDEN    | X   |     |                           |            |
| MUÑOZ     | X   |     |                           |            |
| ROBINSON  | X   |     |                           |            |
| MORGAN    |     |     | TO BREAK COUNCIL TIE VOTE |            |

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 15th day of September, 2015.

Wendi B. Barry, Borough Clerk

# BOROUGH OF NEW PROVIDENCE PURCHASE ORDER

51954

360 ELKWOOD AVE

ADMIN-12

GAMETI

NEW PROVIDENCE, NJ 07974-1838

www.newprov.org

SIGN & RETURN TO ADDRESS ABOVE

|                           |           |
|---------------------------|-----------|
| DATE                      | 9/10/2015 |
| PAGE NO.                  | 1         |
| CHECK NO.                 |           |
| TAX EXEMPT NO. 22-6002132 |           |

| VENDOR                                               | SHIP TO                                                                  |
|------------------------------------------------------|--------------------------------------------------------------------------|
| GAMETIME<br>PO BOX 106<br><br>SPRING LAKE , NJ 35967 | MUNICIPAL CENTER<br>360 ELKWOOD AVENUE<br><br>NEW PROVIDENCE, N.J. 07974 |

**SPECIAL INSTRUCTIONS**

BRC: 1101625

| ITEM NO.                                  | ITEM DESCRIPTION                                                     | QUANTITY | UNIT PRICE     | AMOUNT          |
|-------------------------------------------|----------------------------------------------------------------------|----------|----------------|-----------------|
| 1                                         | swing set and installation per attached quote<br>20-15--G802-2-      | 1        | 3,314.00       | 3,314.00        |
| 2                                         | swing set and installation per attached quote<br>15--264-967-3-40027 | 1        | 3,314.75       | 3,314.75        |
| 3                                         | state contract A81411<br>15--264-967-3-40027                         | 1        |                |                 |
| <b>NO ORDER VALID UNLESS SIGNED BELOW</b> |                                                                      |          | <b>TOTAL</b> → | <b>6,628.75</b> |



**VOUCHER**  
SIGN AND RETURN TO DEPARTMENT TAKING DELIVERY

|                                           |                                             |
|-------------------------------------------|---------------------------------------------|
| <i>Wendi B. Barry</i><br>PURCHASING AGENT | <i>Kathy Herrigel</i><br>FINANCE DEPARTMENT |
|-------------------------------------------|---------------------------------------------|

**VENDOR CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

\_\_\_\_\_  
VENDOR SIGN HERE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
VENDOR SOCIAL SECURITY NO. OR TAX I.D. NO.

**DEPARTMENT HEAD CERTIFICATION**

I certify that the materials and supplies have been received or the services rendered.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**APPROVAL FOR PAYMENT**

|                         |               |                        |               |
|-------------------------|---------------|------------------------|---------------|
| _____<br>COUNCIL MEMBER | _____<br>DATE | _____<br>ADMINISTRATOR | _____<br>DATE |
|-------------------------|---------------|------------------------|---------------|

**VOUCHER - SIGN AT (X) AND RETURN FOR PAYMENT (SEE CONDITIONS ON REVERSE SIDE)**

BOROUGH OF  
**NEW PROVIDENCE**

SETTLED IN 1720

Al Morgan, Mayor

Wendi B. Barry, Borough Clerk

Douglas R. Marvin, Administrator

---

**DATE:** September 10, 2015  
**TO:** Doug Marvin, Borough Administrator  
**FROM:** Bernadette Cuccaro  Recreation Programs Coordinator  
**SUBJECT:** Lincoln Park Playground

Attached, please find the GameTime proposal for swings at Lincoln Field. The design includes 2 bucket swings (ages 2-5), 2 belt swings (ages 5-12), and GameTime's new Expression Swing which features a bucket seat for children under five and a comfortable adult swing seat that allows a parent and child to interact with each other while at play (see attached).

I am still waiting for the installation price, which I should have by Friday.



MRC  
 PO Box 106  
 Spring Lake, NJ 07762  
 Ph: 732-458-1111  
 Fx: 732-974-0226  
 Email: MRC@GAMETIME.COM  
 Web: www.mrcrec.com

QUOTE  
 #117422

09/09/2015

**NJ New Providence Borough of Lincoln Field Swings**

New Providence Borough of  
 Attn: Bernadette Cuccaro  
 360 Elkwood Ave  
 New Providence, NJ 07974  
 Phone: 908-464-4430  
 bcuccaro@newprov.org

Project #: P79044  
 Ship To Zip: 07974

| Quantity | Part # | Description                                                                                                                          |
|----------|--------|--------------------------------------------------------------------------------------------------------------------------------------|
| 1        | RDU    | Game Time - GameTime 3- Bay PrimeTime Swings - With (2) Belt Seat Packages, (2) Enclosed Tot Seat Packages, and (1) Expression Swing |

NJ State Contract #A81411

**Total Amount: \$4,628.75**

Shipping to New Providence, NJ.

No installation or safety surfacing is included in the above price.

BG/jm

**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](http://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.**





**MRC**  
**PO Box 106**  
**Spring Lake, NJ 07762**  
**Ph: 732-458-1111**  
**Fx: 732-974-0226**  
**Email: MRC@GAMETIME.COM**  
**Web: www.mrcrec.com**

**QUOTE**  
**#117422**

09/09/2015

**NJ New Providence Borough of Lincoln Field Swings**

This quotation is subject to policies in the current MANUFACTURER'S 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 **MRC Inc.** 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: Purchase order made payable to **MRC, Inc.** Net 30 days for tax supported governmental agencies. 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.

**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 <b>MRC's receipt and acceptance of your PURCHASE ORDER, 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, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

**Acceptance of quotation:**

|                              |                                    |
|------------------------------|------------------------------------|
| Accepted By (printed): _____ | P.O. No: _____                     |
| Signature: _____             | Date: _____                        |
| Title: _____                 | Phone: _____                       |
| Email: _____                 |                                    |
| Facsimilie: _____            | Purchase Amount: <b>\$4,628.75</b> |

**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)



45' - 1"

31' - 2"

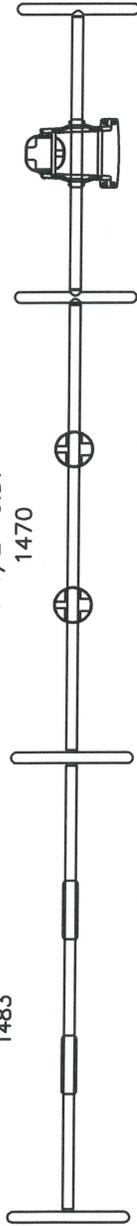
BELT SEAT PACKAGE  
3 1/2" O.D.  
1483

BELT SEAT PACKAGE  
3 1/2" O.D.  
1483

ENCLOSED TOT SEAT PACKAGE  
3 1/2" O.D.  
1470

ENCLOSED TOT SEAT PACKAGE  
3 1/2" O.D.  
1470

EXPRESSION SWING  
3-1/2" TOPRAIL, 8' HIGH  
5128



ADA PRIMETIME  
SWING  
12583

ADA PRIMETIME SWING  
ADD-A-BAY  
12584

PRIMETIME  
SOLO SWING  
(ADD-A-BAY)  
5152



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



LINCOLN FIELD  
NEW PROVIDENCE, NJ

Representative  
MRC

This play  
equipment is  
recommended  
for children ages  
2-12

Minimum Area Required:  
Scaler: 1" = 5'-0"  
This drawing can be  
scaled only when in  
an 8 1/2" x 11" format

**IMPORTANT:** Soft resilient surfacing  
should be placed in the use zones of all  
equipment, as specified for each type of  
equipment, and at depths to meet the  
critical fall heights as specified by the U.S.  
consumer Product Safety Commission,  
ASTM standard F 1487 and Canadian  
Standard CAN/CSA-Z-614

Drawn By:  
BG/jm  
Date:  
9.9.15  
Drawing Name:  
LINCOLN FIELD SWINGS



A PLAYCORE Company

# PRIMETIME SOLO EXPRESSION SWING



### Metal



**Model:** 1x5151-1x5128

**Use Zone:** 21' x 31'

**Age Groups:**

Expression Swing is a GameTime exclusive and the industry's first playground swing that promotes intergenerational play as adults and children swing together. The patent pending face-to-face design features a bucket seat for children under five and a comfortable adult swing seat that allows a parent and child (or grandparent and grandchild) to interact with each other and experience one another's facial expressions while at play.

### Features and Benefits

- See Eye to Eye - Patent-pending face-to-face design positions adult and child at eye level with one another so they can interact
- Swing in Comfort - Exclusive platform swing seat is ergonomically designed for adults and compliant with current swing safety standards





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: \_\_\_\_\_