



Town Council Agenda Report

Date: December 8, 2020 Item No. 15

To: Honorable Mayor and Town Council

Subject: THAT TOWN COUNCIL RATIFY THE PURCHASE OF EXO CAGE OUTDOOR GYM STRUCTURE AND INSTALLATION SERVICES AT THREE PARK LOCATIONS

From: Douglas Robertson, Town Manager

Submitted by: David Coleman, Parks and Recreation Manager

Budgeted Item: Yes No N/A

RECOMMENDED ACTION

That Town Council ratify the purchase of three Exo Cage Outdoor Gym Structures and installation at Brewster Sports Center, Thunderbird Park and James Woody Park and authorize the Town Manager or designee to execute appropriate agreements and documentation.

BACKGROUND

On March 21, 2020, the Town Manager issued Proclamation No. 2020-01 proclaiming the existence of a local emergency relating to the worldwide spread of respiratory illness due to the novel coronavirus known as COVID-19. On March 24, 2020, the Town Council adopted Resolution No. 2020-10, ratifying Proclamation No. 2020-01 and declaring a local emergency.

Covid-19 is an ongoing pandemic and has greatly affected use of gym and fitness centers in the Town of Apple Valley. This project provides access to outdoor fitness equipment for residents unable to use local indoor gyms.

Exercise during this time is not only crucial for physical health but mental health as well. The Exo Cage equipment will give residents the opportunity to exercise while maintaining social distance as well as giving them the benefits of being outdoors.

This purchase is authorized under the Town Manager's authority under the Town's Municipal Code section 3.12.270(3). Under this provision the Town Manager may authorize the purchase of materials, supplies, equipment and services in an emergency

situation when it is determined that services impacting the public health, safety or welfare would be interrupted if the normal purchasing procedures were followed. Here, the emergency purchase and installation of the Exo Cage equipment allowed for the Town to take advantage of CARES Act funding for the project, thereby lessening the impact on the Town's general fund, which may now be used to positively impact the public health, safety, and welfare. All emergency purchases must be submitted to the Town Council for ratification at the next Council meeting after the purchases were authorized. Emergency purchases are not limited to \$50,000 as are open market purchases or informal bids.

FISCAL IMPACT

This \$68,403 purchase will be funded in combination from the Town's QUIMBY Fund (50%) and the CARES Act Coronavirus Relief Fund (CRF) for CITIES and TOWNS (50%), with a 1:1 match as required. The CRF is a new funding program provided by San Bernardino County (SBC) for infrastructure projects. The SBC has completed review of this application received for City Infrastructure Project funding as provided under the CARES Act Spending Plan and it has been approved by the Board of Supervisors.

There is no impact to the General Fund.

ATTACHMENTS

A. Quote



Estimate

CA245039

To: **Town of Apple Valley**
Attn: Elizabeth Fratt
14955 Dale Evans Parkway
Apple Valley, CA 92307

Estimate Date 12/01/2020	Salesperson Brittany Pulkrabek
------------------------------------	--

Fitness Equipment - Option 3 - Revision 3 - Surface Mount

Estimated Shipping Date	Shipped Via	FOB	Terms	
4-6 Weeks	Truck - CA	Apple Valley	Net 30	
Quantity	Description		Unit Price	Total Extended
3	ExoFit Outdoor Fitness # XO-Cage-2, ExoCage , Surface Mount		\$16,999.00	\$50,997.00
	Subtotal			\$50,997.00
	Less Special Discount			(\$7,000.00)
1	Shipping		\$4,695.00	\$4,695.00
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages • Installation only of (3) ExoFit Outdoor Fitness #XO-Cage-2 (No Ropes) - (3 Separate Parks) • Surface Mount equipment to existing concrete pad • Equipment assembly. * Customer is responsible for providing concrete pad, (21' x 36'-3" x 6" Depth) and Rebar mesh prior to installation		\$16,300.00	\$16,300.00
<i>THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>			Subtotal	\$64,992.00
THANK YOU FOR THIS CHANCE TO ESTIMATE			Tax (7.75%)	\$3,409.77
<small>Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS, THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>			Total	\$68,401.77

Accepted By _____ Signature: _____ Date: _____
 Print Name: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Terms & Conditions

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated.
If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

*Shade Shelter installation price EXCLUDES - unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - \$2,000,000.00

Aggregate - \$2,000,000.00

General Liability Limits:

Deductible - \$2,500.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises - \$100,000.00



Estimate

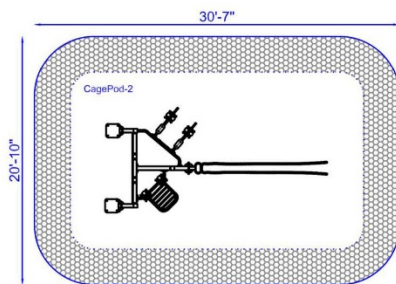
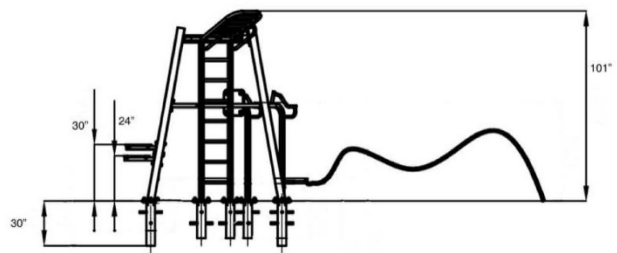
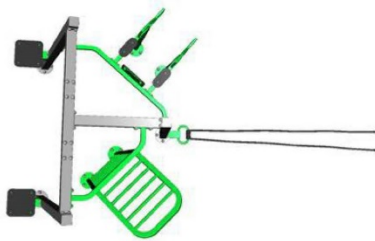
CA245039

Medical Expense - \$5,000.00
Personal & Adv Injury - \$1,000,000.00
General Aggregate (per project) - \$2,000,000.00
Products Comp/OP Agg - \$2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010
Additional Insured Completed Operations CG 2037
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit \$1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured/Waiver of Subrogation CAT353
Workers Compensation and Employers Liability:
Each Accident - \$1,000,000.00
Disease (Ea Employee) - \$1,000,000.00
Disease (Policy Limit) - \$1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WC040306

Initial: _____



CagePod-2 XO-CP-2



616 Sq. Ft.

Stations: 5

of Users: 5

Stations include: Knee-lift/Dip Station, (2) Step up Platforms, Swedish Ladder, Battle Ropes.

Critical Fall Height:101"

Users: Intended for use by ages 13 and older.

See ExoFit warranty for complete details.