CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
AGENDA • OCTOBER 24, 2024

Commission/Board Meeting **COUNCIL CHAMBERS** **6:00 PM**

101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. APPROVAL OF MINUTES

: Approval of Minutes
Report_Minutes__Charles_Town_Parks_and_Rec_August_2024.pdf

3. UNFINISHED BUSINESS

: **2024-1078:** LWCF Grant Update
Cover Letter_54-00595_Jefferson Memorial Park Pool Renovation.pdf

: **2024-1079:** Thrasher Engineering Pool Design Concept Update

: **2024-1080:** Skate Park Mural Update
Mural photos.pdf

: **2024-1081:** Bridge Contract for Happy Retreat and Skate Park Update
Bridge Contract.pdf
Bridge visual.docx

: **2024-1082:** Tree Board Project(s) Updates

: **2024-1083:** Quotes on Equipment Replacement
Slide images.jpeg
PROPOSAL 3217.pdf
JEFFERSON MEMORIAL PARK_1.pdf

: **2024-1084:** Parks Strategic and Spending Plan

4. NEW BUSINESS

: **2024-1085:** Adoption of Parks and Recreation Budget
FY25 Parks & Rec.xlsx

: **2024-1086:** Park Updates: Willingham Knolls, Jefferson Memorial Park, Skate Park, Evitts Run, and Happy Retreat
Basketball courts.jfif
West Virginia Charles Town Tennis Courts Pro.pdf

: **2024-1087:** Other Skate Park Improvements
Screenshot_23-10-2024_153938_www.ramptech.com.jpeg

5. ADJOURNMENT

6. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at:

https://www.charlestownwv.us/government/agendas-and-minutes/

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

Approval of Minutes

ATTACHMENTS:

- Report_Minutes__Charles_Town_Parks_and_Rec_August_2024.pdf

CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
REPORT AUGUST 14, 2024

I. CALL TO ORDER: Wednesday, August 14th at 7:03PM - City Hall

Persons Present: Commissioners: Elizabeth Ricketts, James Kratovil, Nick Zaglifa, Trudy Roth
Staff: John Nissel and Alissa Meeks
Guests: Girl Scout Troop 15125**,** Sam Rich with Thrasher

APPROVAL OF MINUTES

July 2024 minutes approved unanimously.

UNFINISHED BUSINESS

: 2024-834 Thrasher Engineering Pool Design Concept Update

Commissioners received an update from Sam Rich with Thrasher on the conceptual designs of the JMP pool and poolhouse building and provided feedback on the designs. Commissioners voted unanimously to approve entering into the amended contract with Thrasher to move forward with the Design Development Phase, Construction Documents Phase, bidding of the project, and construction facilitation.
$365,000 for all Thrasher services - estimated total $3.7million pool project
Motion: J. Kratovil / 2nd: N. Zaglifa
Recommendation to Council: *none at this time*

NEW BUSINESS

: 2024-833 Girl Scouts Park Picnic Table(s) Presentation

Guests from Girl Scout Troop 15125 presented two hand built and painted picnic tables to be placed at Jefferson Memorial Park. This project was for their Bronze Award.

No action.

: 2024-837: Fall Tennis Program Update

Commissioners were briefed by staff on the plans to expand the tennis program into small group lessons with Coach Jorge on Wednesdays and Fridays starting August 28 through October 18. This is again in partnership with Jefferson County Parks and Recreation.

No action.

: 2024-838: Parks Account Financial Overview

Commissioners received a review of financials on the Parks and Rec department. The chair asked that this information be included in each month's agenda packet for a better understanding of the financials.

No action.

: 2024-840: Pool Closure End of Season Events

A Google Form is circulating to coordinate for a publicity photo date to announce the closure of JMP Pool for next year and the Land Water Conservation Fund grant(s) the City has received.

The commissioners unanimously approved a **Doggy Swim Day** event for the last day of pool operations on Sunday, August 25th from 3-5PM.

Motion: N. Zaglifa / 2nd: T. Roth

Note to Council: publicity photo op is scheduled for <u>Saturday, 8/25</u>
- please arrive by 10:30 AM

: 2024-845: Parks Updates

Commissioners and staff shared updates about the five city parks including:

Skate Park: Staff met with the mural artist and decided that the park will be closed beginning September 1st and through the end of the month to allow for installation of the mural.

Evitts Run Park: An RFP is out for resurfacing of both the ER and JMP basketball courts.

Jefferson Memorial Park: The pool's official last day will be Sunday, 8/25

Willingham Knolls Park: The Tree Board is interested in preserving some native species in the park and sought advice from Maintenance Director Wysong on best practices.

Happy Retreat: At 6PM, prior to this meeting, commissioners met at Happy Retreat to walk the parkland and discuss a proposal from the Friends of Happy Retreat, in partnership with Jefferson Arts Council, to install a rotational exhibit of art sculptures on City parkland surrounding the historic home. A formal proposal will be created and submitted for future consideration.

No action.

ADJOURNMENT: 8:14 PM

NEXT MEETING: *TBD*

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1078: LWCF Grant Update

ATTACHMENTS:

- Cover Letter_54-00595_Jefferson Memorial Park Pool Renovation.pdf

WEST VIRGINIA
Economic Development

1900 Kanawha Boulevard East
Building 3, Suite 600
Charleston, West Virginia, 25305
(800) 982-3386 • (304) 558-2234
westvirginia.gov

October 1, 2024

John Nissel
City Manager
City of Charles Town
101 E Washington Street,
Charles Town, WV 25414

Re: Contract Documents, LWCF Project 54-00595 – Jefferson Memorial Park Pool Renovation

Mr. Nissel,

Congratulations on your Land and Water Conservation Fund grant in the amount of $1,600,695.00 for the City of Charles Town will improve the pool area at Jefferson Memorial Park by constructing a new pool and splash pad. The scope of work will include architectural and engineering services; demolition of existing pool, deck and kiddie pool; site preparation including mobilization, erosion, and sediment control and excavation; construction of a new pool and decking; construction of a splash pad with new sewer, water, and electrical utilities; construction of a retaining wall with seat walls and shade sails; upgrade site utilities including electrical, water and sewer; install light fixtures; and install new fencing with gates, benches, chairs, and landscaping.

Several matters with this letter need your return reply:

- Grant Award Notice (needs signature and return with authorizing resolution);
- National Park Service grant agreement and 6f boundary map (for your files):
- Samples of Restrictive Covenant (draft, sign and return with Grant Award Notice);
- Procurement and Contract Documentation (provided prior to Notice to Proceed);
- Standard Form 270 and billing 'do's and don'ts' (please call, if questions)

The grant authorizing resolution is different from the resolution to submit the project's application; this resolution needs to have a specific reference and source for the required, 50 percent local matching share required by the LWCF Act. Please email me if a sample item would be helpful.

LWCF projects are our only grant program requiring expressed, written dedication of reservations on the project park's boundary for perpetual park use; sample covenants are enclosed for your attorney's use to draft, execute and return some similar article for your park. Before any grant funds are released, or within 90 days, we need a copy of an executed Section 6f restrictive covenant for this park. Failure to submit a recorded deed covenant within 90 days may be grounds for losing the grant award—please call, if questions.

Project billings are handled on a reimbursement basis; your paid invoices with their cancelled checks are submitted with the SF-270, and a check comes back to you for 50 percent of the total submitted. Ten percent retainage of the entire grant is withheld on the final billing pending final inspection and NPS approval of an administrative closeout.

If you have any questions or wish to discuss this information , please contact me or James Bush of our office at 304.558.2234 or by email, phillip.l.avis@wv.gov or james.e.bush@wv.gov .

Sincerely,

Phillip Avis

Phillip Avis
Program Manager

Enclosures

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
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AGENDA ITEM (ID #)

2024-1079: Thrasher Engineering Pool Design Concept Update

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

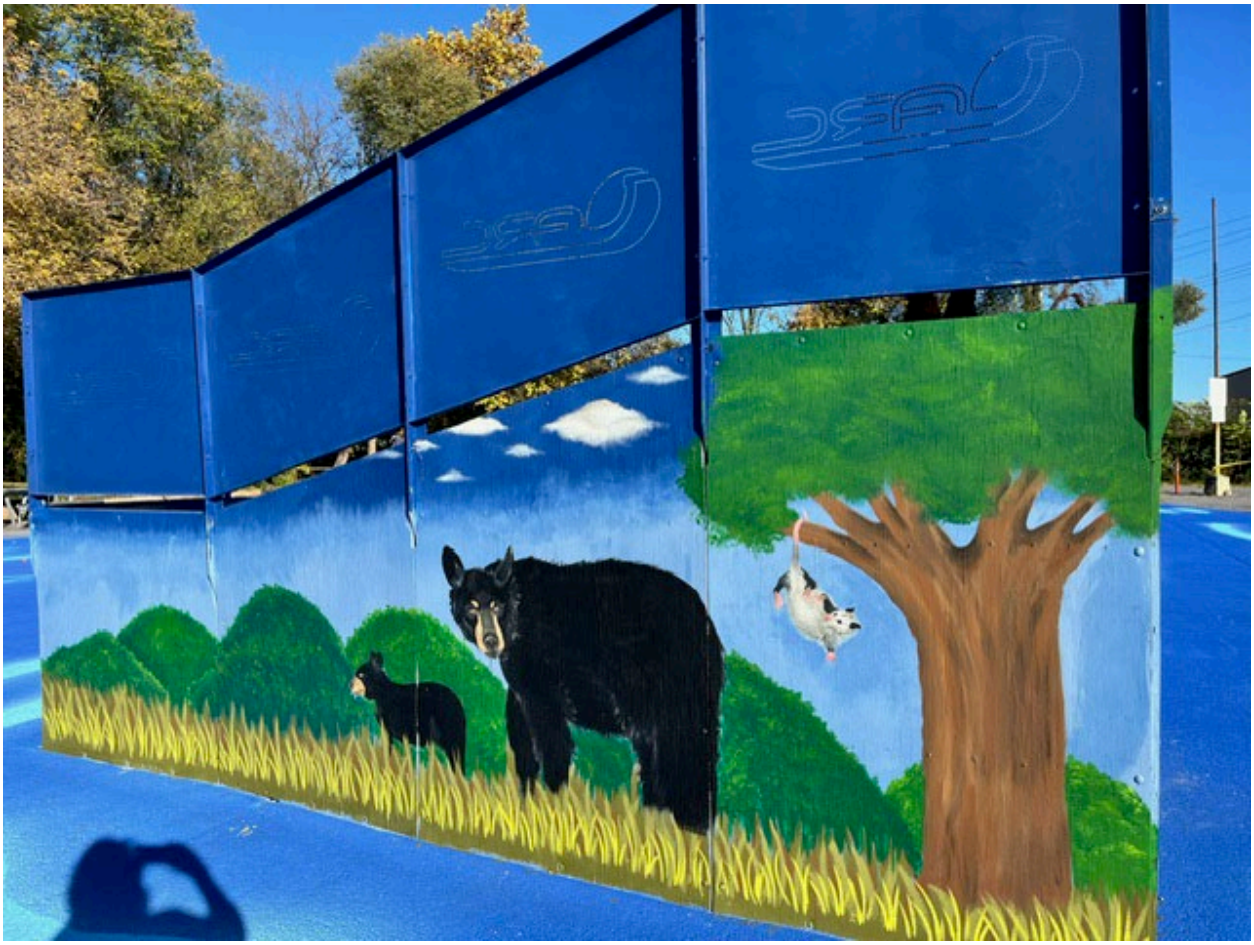
AGENDA ITEM (ID #)

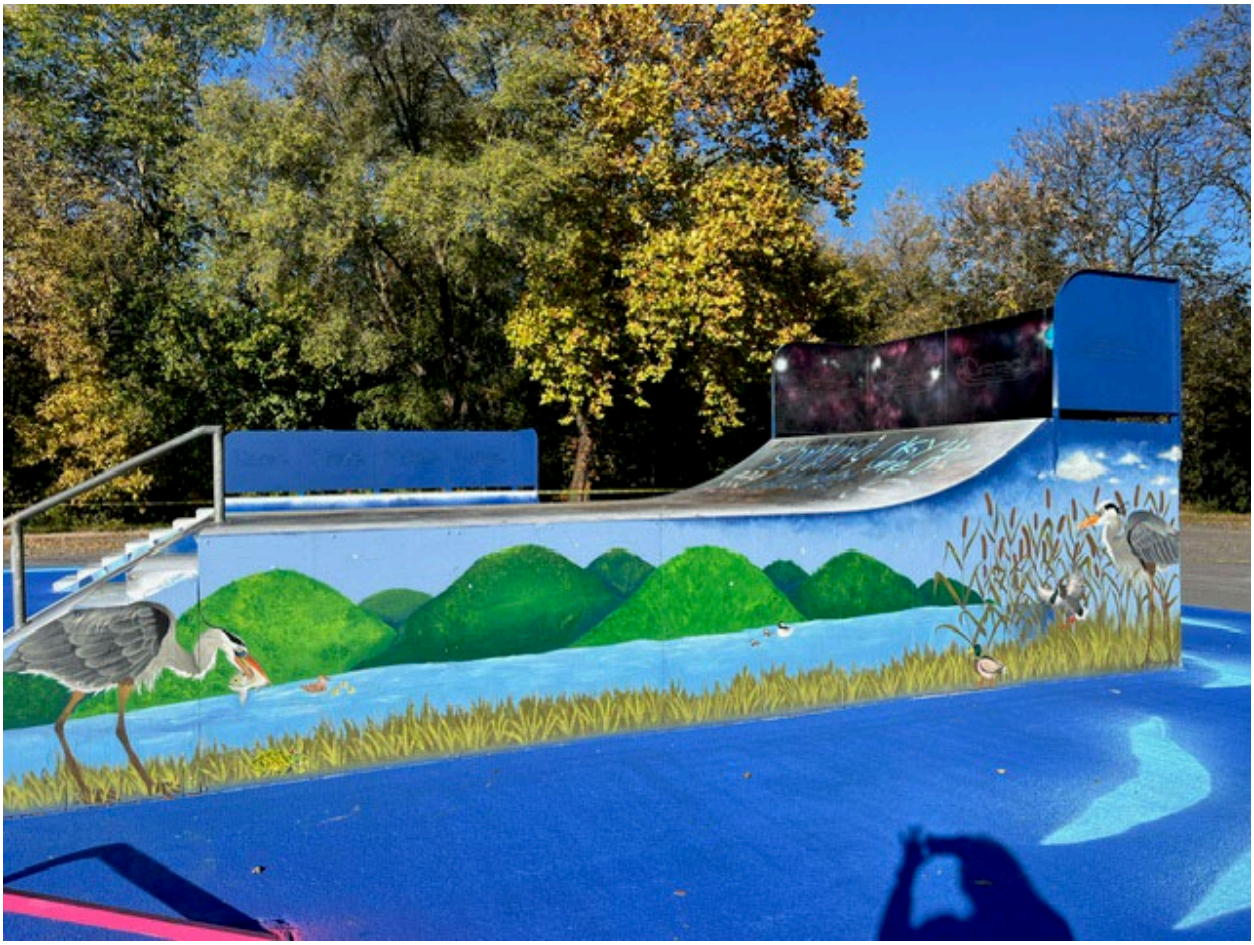
2024-1080: Skate Park Mural Update

ATTACHMENTS:

- Mural photos.pdf







Board of Parks and Recreation
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AGENDA ITEM (ID #)

2024-1081: Bridge Contract for Happy Retreat and Skate Park Update

ATTACHMENTS:

- Bridge Contract.pdf
- Bridge visual.docx

Constructive Solutions, LLC WV #061530
629 South George St.
Charles Town, WV 25414
(540) 450-7334

Dear City of Charles Town WV ("Client"),

Thank you for allowing Constructive Solutions, LLC to serve your construction needs. This document constitutes a formal offer to provide contract services as more fully described herein:

1. Scope of Work:

   The scope of work to be conducted by Constructive Solutions, LLC (hereinafter "Contractor"), is limited to that which is itemized in this contract and shown and discussed based on the details provided by the structural engineer for the construction of two foot bridges (details include in document labeled Estimate 90). After this contract is signed, additional options and work can be added by Client only by way of a signed Change Order, pursuant to Paragraph 6, below.

   Any work, tasks, or jobs not specifically stated or contained in the Scope of Work is expressly not the responsibility of Constructive Solutions, LLC. Utility work to be performed by the respective utility company and/or subcontractors are expressly excluded from the Scope of Work.

2. Allowances

   Allowances for major cost factors are as follows:

   a. Design and engineer two separate foot bridges of like kind for the City of Charles Town using the original RFP documentation as a template to find a more cost-effective solution. (Bridge #1 located at the Skate Park, and bridge #2 located at Craig Hill Estates/Happy Retreat.) These bridges will meet code requirement for fall protection and will be built out of pressure treated lumber. Structural components and actual construction will be determined by the engineer. Any additional design considerations to be provided by The City of Charles Town.
   b. Engage with structural engineer and work on design details and logistics (2-4 weeks).
   c. Clear land and prepare site(s) for excavation (Subsurface Exploration and Geotechnical Engineering may be needed at this time depending on soil composition and compaction details.)
   d. Dig Footers, install forms and steel reinforcement (as specified).
   e. Pour concrete footers (Additional information on access to some areas for concrete, materials and equipment may be needed from the city of Charles Town
   f. Set structural components and hardware for bridge construction (some rigging equipment may be required). Structural supports to be steel I beam, or pressure

treated LVL (per engineering specifications).

g. Build bridge platform, railings and components.

h. Backfill and compact disturbed areas and install gravel pathway (Craig Hill side of foot bridge, and skate park side of foot bridge). Some coordination with the city maintenance department will be required for removal and haul away for excess material from the clearing and excavation processes.

ANY WORK BEYOND THIS SCOPE WILL BE IN ADDITION TO
***ANY UNFORESEEN OBSTACLES OR COMPLICATIONS (ROCK ENCOUNTERS, ETC) NOT INCLUDED IN THIS SCOPE OF WORK.

These projected costs are for Constructive Solutions, LLC 's base specifications. The client may, at additional cost and at his own responsibility, upgrade these specifications by a Change Order as an amendment to this Contract. Constructive Solutions, LLC will not install Client supplied materials. Said upgraded selections may change the cost of the project.

While Constructive Solutions, LLC will make all reasonable efforts to match these base specifications, materials, and/or client ungraded selections to existing conditions, colors and materials may vary. Constructive Solutions, LLC is not responsible for the miss matching of materials or upgraded selections chosen by Client.

3. Pricing and Cost

The Quoted Price for the work to be performed under this Contract is **$TBD ($100,000 or less than)** Please reference attached estimate 90 for details of work to be perfonned.

This Quoted Price may change as a result of date of acceptance; subcontractor and vendor price increases; addition of sales tax; material upgrades; Change Order; need for additional estimates and consultant visits; need for additional drawings; varying labor rates; Client's or Constructive Solutions, LLC denial of some phases of the Scope of Work; Client's upgraded selections that exceed quoted allowances; inclement weather; and cleaning costs. This list of price increases is not exhaustive, and the absence of any particular increase in this list does not bar Constructive Solutions, LLC from charging Client for said costs. The Quoted Price, plus any price increases, will make up the Total Due.

Constructive Solutions, LLC will do its best to communicate said increases with Client, but regardless of notice, Client will be responsible for paying the entire Total Due.

4. Payment Terms

The work contemplated under the Contract will not be scheduled until this Contract is signed and Client pays this initial deposit. All deposits are non-refundable.

Initial Deposit of 8% ($8000.00) (Initial Deposit) This payment is site development and engineering services associated with

preconstruction bridge development.

Second Draw of	45% ($45,000) Due once all groundwork has been completed (clearing, digging of footers, concrete poured)
Third Draw of	30% ($30,000) once bridges are set completed and anchored to footers.
Final Draw of	17% ($17000.00) Once final grading is completed and gravel path has been completed and site controls removed.

If each bridge is built at a separate time (as opposed to concurrently), draw schedule can be broken in half to split costs between the two sites.

These Draws must be paid at the demand of Constructive Solutions, LLC. Client's failure to pay these Draws may result in Constructive Solutions, LLC 's suspension of production, and no work, including warranty repairs, will be perfonned for Clients having a past due balance.

All late payments are subject to a 1% service charge per month, or the maximum rate permitted by law, whichever is more. In the event that Client fails to timely pay the full Total Due, all costs that Constructive Solutions, LLC incurs in attempting to collect any balance due, inc1uding attorney's fees, shall be added to the Total Due and will be Client's responsibility to pay. Constructive Solutions, LLC reserves the right to file a lien against Client's property in order to recover all amounts due to it.

A convenience fee may be added for payments made by credit card.

5. Scheduling

The scheduling of material and production is to be coordinated in the field between supervisors. Change Orders may affect the start date, schedule, and completion date of the project. Moreover, weather conditions may cause delays for exterior projects including. All quoted schedules and timelines are strictly estimates, and while Constructive Solutions, LLC will diligently work to complete all work by those dates quoted, it cannot guarantee the same.

6. Change Orders/ Special Orders

After this Contract is executed by Client, the Scope of Work may only be changed by way of a Change Order. Change Orders may alter the Total Due as well as the payment schedule of the required Draws, and the timeline of the project to be completed. All Change Orders will be created by Constructive Solutions, LLC and must be authorized and signed by Client and Constructive Solutions, LLC before the work proposed thereby will be performed. Constructive Solutions. LLC reserves the right to deny any requests for a Change Order and to refuse any changes to the original Scope of Work. Special order items once placed cannot be cancelled, and Customer is responsible for that cost.

7. Notice of Claim

West Virginia state law, as set forth in Chapter 21, Article 1 la of the West Virginia Code, contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who made residential improvements to your property. At least ninety days before you file your lawsuit, you must deliver to the contractor a written notice of any construction conditions you allege are defective and provide your contractor and any subcontractors, suppliers or design professionals the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor or any subcontractors, suppliers or design professionals. There are deadlines and procedures under state law and failure to follow them may affect your ability to file a lawsuit.

8. Independent Contractor

It is expressly understood and agreed that Contractor is an independent contractor and is not an employee of the Client. Neither the Client nor its officers, employees, or agents have control over the conduct of Contractor or any of the Contractor's officers, employees, or agents except as set forth in this Agreement. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor under Section 4, the Client shall not pay salaries, wages, or other compensation. Contractor shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and Social Security. It is also expressly understood and agreed that, as an independent contractor, Contractor shall be solely responsible City permits, business license, workers' compensation, general liability insurance, and accepts all risks and hazards associated with the Scope of Work as outlined in Attachment 90.

9. Governing Law:

This Contract shall be governed by the laws of the State of West Virginia, and all obligations of the parties are performable in Jefferson County, West Virginia. The Circuit Court of Jefferson County, West Virginia, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

10. Guarantee and Correction of Work After Final Payment

Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work by the Client. The Client shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Client subject to arbitration.

The Contractor and through him each subcontractor, in accepting the contract for this

construction or respective portions of the construction covered by these plans and specifications, does hereby agree to replace and make good, without expense to the Client any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is excepted from this guarantee. The Contractor shall reimburse the Client for cost of damage if any, as well as cost of replacing defective materials or workmanship. If replacement is not made within ten days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Client shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

11. Indemnity

The Contractor shall indemnify and hold harmless the Client, the Client's agents and employees from and against all losses and all claims, demands, payments, suits, or action recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents or employees in the execution of the work or in guarding the same.

12. Liability Insurance

The Contractor shall provide to the Client, a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in West Virginia and acceptable to the Client. The minimum insurance coverage shall be:

a. Workers Compensation Insurance – minimum requirements as required by the State of West Virginia for the protection of all Contractors' employees working on or in connection with the project.

b. Comprehensive General Liability Bodily Injury and Property Damage: $1,000,000 combined single limit/each occurrence in the primary policy or through the use of Umbrella or Excess Limits.

The General Liability Insurance shall include the following coverages; comprehensive form, premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual liability insurance, broad form property damage including completed operations, contractors protective liability, personal injury (all insuring agreements) deleting the employee exclusion, and owners protective liability.

c. Contractor's Automobile Liability (Bodily Injury and Property Damage): $1,000,000 combined single limit per occurrence in the primary policy or through the use of Umbrella or Excess Limit. The Automobile Liability Insurance shall include the following coverages; comprehensive form, owned, hired, and non-owned.

13. Insurance Provisions

The Contractor shall secure and maintain until all work required under the Contract is accepted, such insurance as will protect the Contractor and the Client from claims directly or indirectly arising or alleged to arise out of the performance of, or failure to perform the Work, or the condition of the Work or the jobsite, from claims by workers, suppliers, Subcontractors, and the general public; from claims made under safe place laws, or any law with respect to protection of adjacent landowners; and from any other claims for damages to property from operations by the Contractor or any Subcontractor, or anyone directly or indirectly employed by either of them. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work. No acceptance or approval of any insurance by the Client shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

These certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the Client. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

The Client shall have any obligation to review any Certificates of Insurance provided by the Contractor or to check or verify the Contractor's compliance with any and all requirements regarding insurance imposed by the Contract. The Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or Certificate of Insurance provided by the Contractor not comply with the Contract's insurance requirements.

14. Additional Insured

The Client, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate and a copy of the additional insured endorsement shall be forwarded to the Owner along with the copy of the insurance certificate.

15. Governing Law

This Contract shall be governed by the laws of the State of West Virginia, and all obligations

of the parties are performable in Jefferson County, West Virginia. The Circuit Court of Jefferson County, West Virginia, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

16. Default

If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, The Client may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The Client expressly retains all its rights and remedies provided by law in case of such breach, and no action by Client shall constitute a waiver of any such rights or remedies.

17. Compliance with All Laws

Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

18. Entire Agreement

This Contract and Estimate 90 constitute the entire agreement between the parties and supersedes any prior agreements or understandings, and no change, amendment or modification of this Contract shall be valid unless the same be in writing and signed by the parties hereto

This Contract is null and void unless signed by both parties within 30 days of the date hereof.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If you choose to exercise your option to cancel this transaction, please inform Constructive Solutions, LLC by phone after you have signed the attached notice of cancellation form.

Acceptance:

[signature]	9-23-24	Alissa Meeks, Director
Siganture	Date	Print Name
[signature]	9-25-24	Matt Printz
Signature	Date	Print Name

[initials] Initials indicate your permission for Constructive Solutions, LLC to take before and after pictures of the project. These pictures may or may not he used in advertising and/or posted to Constructive Solutions, LLC 's website or social media pages.



Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
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Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1082: Tree Board Project(s) Updates

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

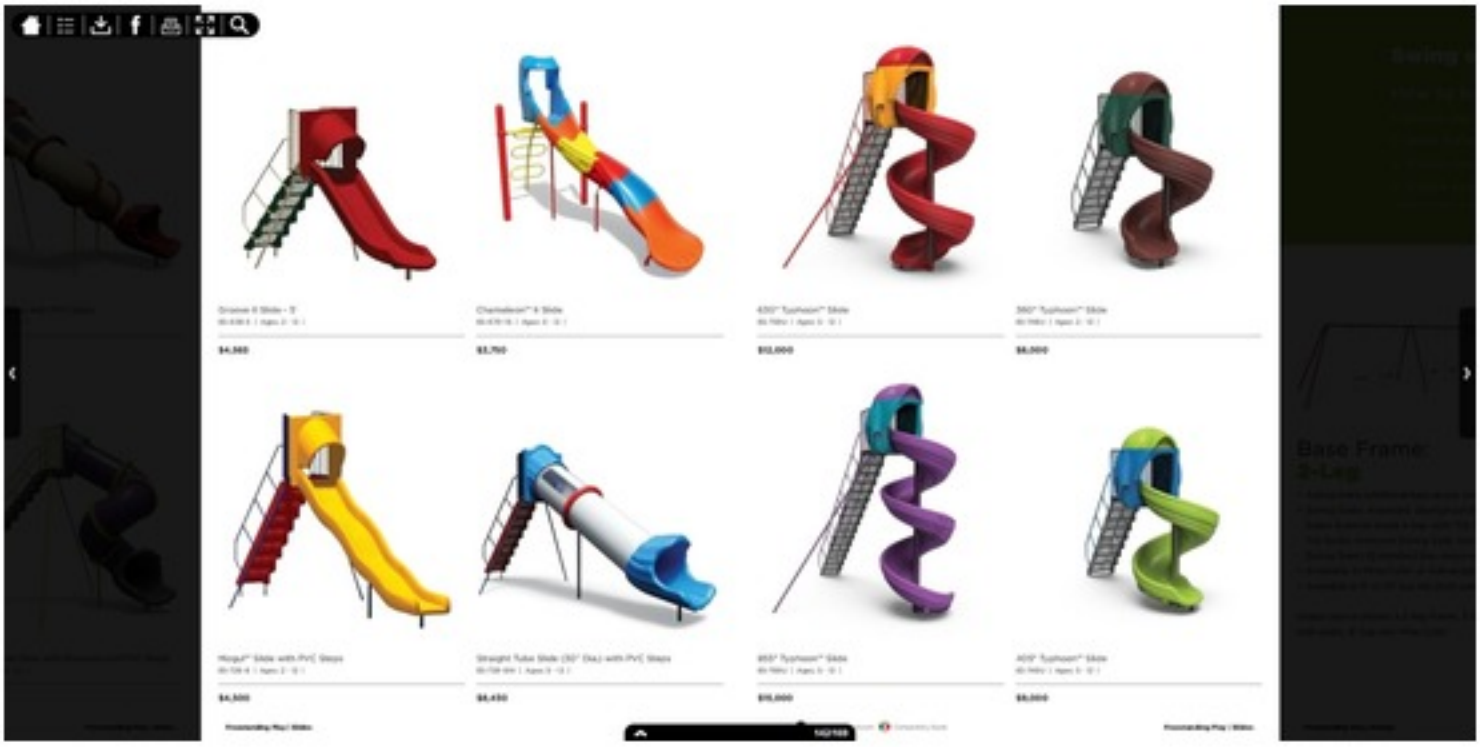
SCHEDULED

AGENDA ITEM (ID #)

2024-1083: Quotes on Equipment Replacement

ATTACHMENTS:

- Slide images.jpeg
- PROPOSAL 3217.pdf
- JEFFERSON MEMORIAL PARK_1.pdf


Base Frame
5-Unit

Metro Recreation Inc
4907 CAMDEN PL N
JEFFERSON, MD 21755 US
(240) 409-2870
mike@metrorecreation.com
www.metrorecreation.com

Proposal

ADDRESS
City of Charlestown_Parks and Recreation 241 Market Street Charlestown, MD 21914

SHIP TO
Jefferson Memorial Park c/o Metro Recreation Inc.

PROPOSAL #	DATE	
3217	06/28/2024	

ACTIVITY	QTY	RATE	AMOUNT
65748U 360D TYP SLIDE DOMED W/PVC STEP(6'3" PLT)	1	7,862.00	7,862.00
925920Z TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00
Demolition and Disposal REMOVAL AND DISPOSAL OF EXISTING SLIDE WILL BE COMPLETED BY THE CUSTOMER-FOOTERS MUST BE REMOVED	1	0.00	0.00
Installation INSTALLATION OF THE ABOVE EQUIPMENT	1	4,100.00	4,100.00
Freight Freight to deliver to Jefferson Memorial Park	1	2,104.25	2,104.25T

Proposals are valid for thirty days.

SUBTOTAL	14,066.25
TAX	126.26
TOTAL	**$14,192.51**

Accepted By

Accepted Date

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0102240043

Project: R0102_45448532382_01

Prepared For:

John Wysong
City of Charlestown
101 East Washington Street
Charles Town, WV 25414
304-279-8301 (phone)
jwysong@charlestownwv.us

Project Name & Location:

JEFFERSON MEMORIAL PARK

Prepared by:

Metro Recreation Inc.

4907 Camden Place North
Jefferson, MD 21755 USA
240-409-2870 (phone)
mike@metrorecreation.com

Ship To Address:

Metro Recreation Inc.
Frederick, MD 21704

End User:

City of Charlestown
101 East Washington Street
Charles Town, WV 25414
304-279-8301 (phone)
jwysong@charlestownwv.us

Quote Number: R0102240043
Quote Date: 6/11/2024
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: TotsChoiceX
Age group: 5-12

Global defaults

Accent	YELLOW
Accent - FS	YELLOW
Accent 01	GREEN
Accent 02	GREEN
Accent Climber	RED
Accent Enclosure	YELLOW
Accent Handhold	BLUE
Accent Ribbon	YELLOW
Clamp	RED
Post	BLUE
PVC	BLUE
Rockite	RED
Rockite Orb 01	RED
Rockite Orb 02	RED
Rockite Orb 03	RED
Rockite Orb 04	RED
Rockite Orb 05	RED
Rockite Orb 06	RED
Rockite Orb 07	RED
Rockite Orb 08	RED

Rockite Orb 09	RED
Rockite Orb 10	RED
Slide Canopy	RED
Slide Rockite	BLUE
Ten Spin Base	BLUE
Ten Spin Wheel	RED
Touch Up Paint	

Components

Part Number	Description	Qty	Weight	Unit Price	Total
304	TEN SPIN	1	1,000.00	4,288.00	4,288.00
4551	DOME CLIMBER W/ORBS FS Accent 01: YELLOW Accent 02: BLUE Rockite Orb 01: BLUE Rockite Orb 02: YELLOW Rockite Orb 03: RED Rockite Orb 04: BLUE Rockite Orb 05: YELLOW Rockite Orb 06: RED Rockite Orb 07: BLUE Rockite Orb 08: YELLOW Rockite Orb 10: BLUE	1	700.00	9,380.00	9,380.00
7045029	SQUARE DECK (ATTACHES TO 4 POSTS) 3.5"	1	120.00	1,442.00	1,442.00
7045049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS) 3.5"	1	150.00	2,151.00	2,151.00
7046385	GROOVE II SLIDE (5' DECK)	2	200.00	2,433.00	4,866.00
70469225	UPSTOP CLIMBER	1	300.00	4,557.00	4,557.00
7046933	HEX CLIMBER TO 3' DK	1	45.00	1,024.00	1,024.00
7047095	8' HORIZONTAL TRY-RING (ONLY)	1	80.00	1,493.00	1,493.00
7047721	BONGO PERCH (STATIONARY) Rockite: YELLOW	1	15.00	287.00	287.00
7047721	BONGO PERCH (STATIONARY) Rockite: BLUE	1	15.00	287.00	287.00
7048135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	669.00	669.00
7048155	END LADDER FOR OH CLIMBERS (ONLY)	1	30.00	655.00	655.00
704845685	CARGO CLIMBER-OVER 8'W, TR 6'6" H	1	120.00	2,242.00	2,242.00
7048485	TWISTER CLIMBER (5' DK)	1	125.00	2,041.00	2,041.00
70485139	SQ TRSFR POINT, CL HR (3' DK)	1	225.00	3,808.00	3,808.00
70495949	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	1	200.00	4,301.00	4,301.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
7185493	3 1/2" OD X 106" POST (3' DK)	2	35.00	214.00	428.00
7185494	3 1/2" OD X 118" POST (4' DK)	1	40.00	242.00	242.00
718552	3 1/2" OD X 130" POST (3' TO 5' DKS)	7	40.00	378.00	2,646.00
718554	3 1/2" OD X 166" POST (7' TO 8' DKS)	2	55.00	328.00	656.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00

PlayArea_2

Product line: Freestanding
Age group: 2-5

Global defaults

MC Chattery Accent	YELLOW
MC Chattery Panel A	BLUE

MC Chattery Panel B	RED
MC Chattery Roof	RED

Components

Part Number	Description	Qty	Weight	Unit Price	Total
MR0887	MC CHATTERY	1	587.00	7,691.00	7,691.00

RiskSign_Included

Product line: Freestanding
Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
DEMOLITION AND DISPOSAL	REMOVE ANDDISPOSE OF EXISTING PLAYGORUND EQUIPMENT. EXISTING PLASTIC BORDERS WILL REMAIN	1	0.00	3,500.00	3,500.00

Totals:

Equipment Weight:	4,647.00 lbs
Equipment List:	$55,154.00
Discount Amount:	-$11,030.00
Equipment Price:	$44,124.00
Freight:	$2,347.00
Installation:	$19,303.00
Products by Other:	$3,500.00
SubTotal:	$69,274.00
Estimated Sales Tax*:	$0.00
Grand Total:	**$69,274.00**

Notes: PRICING INLCUDES DEMOLITION AND DISPOSAL OF EXISTING PLAYGROUND EQUIPMENT. BORDERS WILL REMAIN.

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0102240043 **Quote Date:** 6/11/2024 **Equipment:** $55,154.00 **Grand Total:** $69,274.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:



Date: 6/11/2024

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached

under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

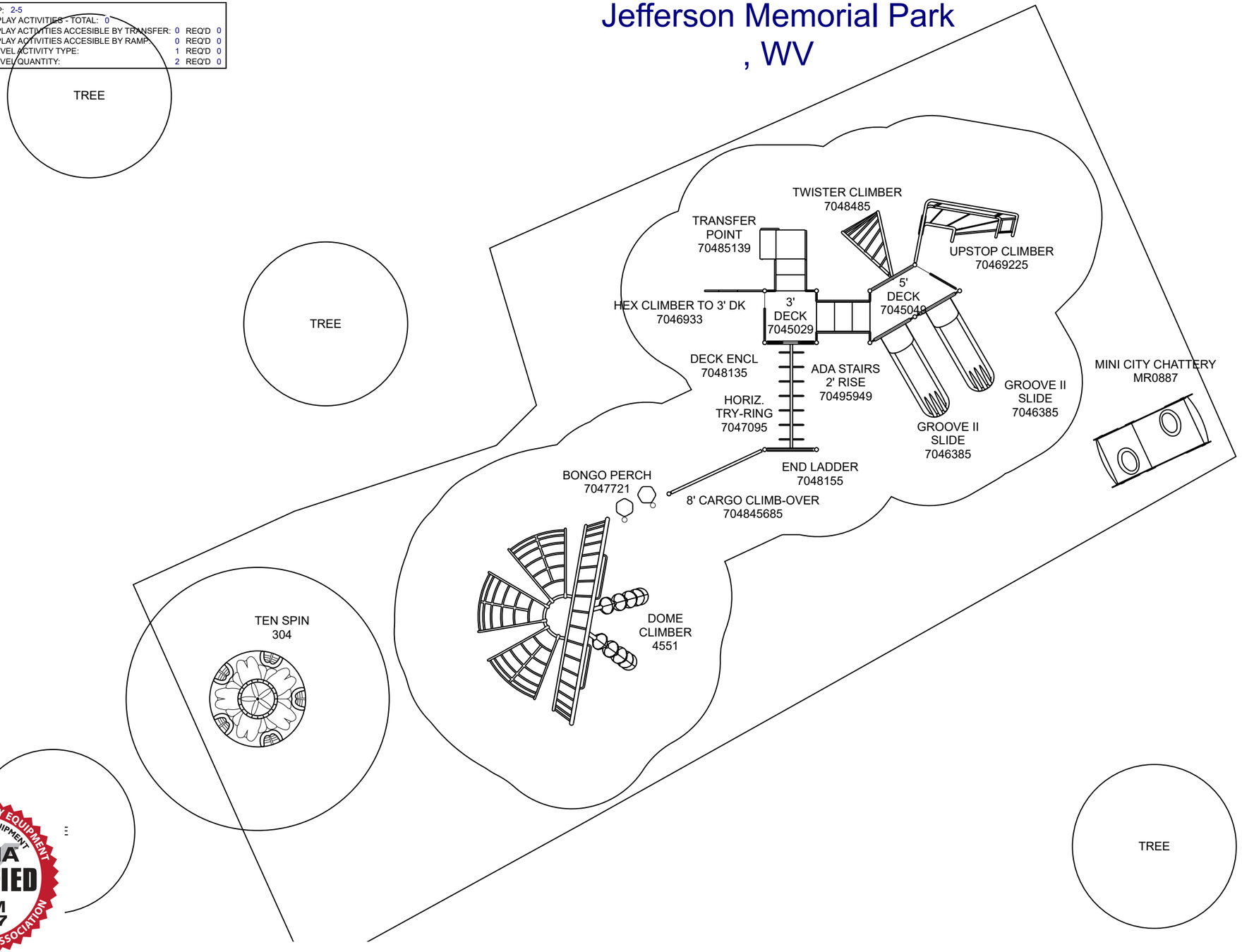
Jefferson Memorial Park
, WV

FOR KIDS AGES **2-5** YEARS

AGE GROUP:	2-5			
ELEVATED PLAY ACTIVITIES - TOTAL:	0			
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	0	REQ'D	0	
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0	
GROUND LEVEL ACTIVITY TYPE:	1	REQ'D	0	
GROUND LEVEL QUANTITY:	2	REQ'D	0	

FOR KIDS AGES **5-12** YEARS

AGE GROUP:	5-12			
ELEVATED PLAY ACTIVITIES - TOTAL:	6			
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	6	REQ'D	3	
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0	
GROUND LEVEL ACTIVITY TYPE:	2	REQ'D	2	
GROUND LEVEL QUANTITY:	2	REQ'D	2	



International Play Equipment Manufacturers Association — Public Play Equipment — IPEMA CERTIFIED to ASTM F1487

To verify product certification, visit www.ipema.org

Miracle

METRO RECREATION INC
4907 Camden Place North
Jefferson,MD
PHONE NO: (240) 409-2870
FAX NO:

GROUND SPACE: 75'-6" x 43'-6"

PROTECTIVE AREA: 73'-6" x 53'-6"

DRAWN BY: Michael Slifer

DATE: 5/31/2024

R0102_45448532382

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS









Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1084: Parks Strategic and Spending Plan

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
Department: Board of Parks and Recreation
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1085: Adoption of Parks and Recreation Budget

ATTACHMENTS:

- FY25 Parks & Rec.xlsx

the city of Charles Town WV

FY 2025 P&R Budget

REVENUES	FY 2025 BUDGET	JULY 2024	AUGUST 2024	FY 2025 YEAR TO DATE	FY 2025 BUDGET BALANCE	FY 2025 % OVER/UNDER BUDGET	FINANCE NOTES
Carryover	113,000						
00 Pool Admission	20,000	5,986	1,721	7,707	(12,293)	39%	
01 Pool Concession Stand	2,410	697	288	984	(1,426)	41%	
02 Pool Rental	4,000	690	690	1,380	(2,620)	35%	
03 Pool Passes	3,000		2,241	2,241	(759)	75%	
04 Swimming Lessons	9,000		12,275	12,275	3,275	136%	
07 Pavilion Rental	4,500	500	100	600	(3,900)	13%	
12 Hotel/Motel	100,000			-	(100,000)	0%	
14 Tennis CIP Donations		200	200	400	400		
21 Tennis Registration-Juniors	1,200			-	(1,200)	0%	
22 Tennis Lessons	9,000		5,014	5,014	(3,986)	56%	
38 Interest		99		99	99		
39 Contributions from GF	20,000			-	(20,000)		
TOTAL REVENUES	**286,110**	**8,171**	**22,529**	**30,700**	**(142,410)**	**11%**	

EXPENSES	FY 2025 BUDGET	JULY 2024	AUGUST 2024	FY 2025 YEAR TO DATE	FY 2025 BUDGET BALANCE	FY 2025 % OVER/UNDER BUDGET	FINANCE NOTES
03 Salaries	52,000	10,801	21,799	32,600	(19,400)	63%	Pool - 20 Part-time employees Tennis - 11 Part-time employees
04 FICA Tax Expense	4,160	811	1,746	2,557	(1,603)	61%	FICA @ 7.65% of Salary
08 Overtime			1,022	1,022	1,022		
11 Telephone	900	81	76	158	(742)	18%	Jefferson Memorial Pool Phone Line
12 Printing	-			-	-		
13 Utilities	7,500		713	713	(6,787)	10%	Charles Town Utility Board (Water) - Jeff Mem Park/Pool - $4,000 Potomac Edison (Electric) - Restroom Facilities, W. Liberty St., Jeff Mem Park/Pool - $3,500
15 Buildings and Grounds	6,000	3	63	66	(5,934)	1%	R&L Landscapes/Spring Cleanup ($2,500), Grass/Weed killer, Window Installation, Light bulbs, Driveway sealer ($1,087), Shingles, Grass seed, straw, Outdoor lights, drain pipe, Boards for Benches, Bathroom Repairs, Painting Supplies. Recommend assessing needs for FY25.
16 Pool supplies and equipment	11,000	132	640	772	(10,228)	7%	Halltown Pool & Spa - Chemicals/Filters/Pool Maintenance (#50 Tabs - $4,910, Lube, Soda Splash, Filter Fresh, Algicide, Test Kits, Gaskets, Bolts. Total in FY23 = $10,079. Recommend at least $11,000 on this line. Reclassing from Departmental Supplies.
18 Postage	-			-	-		
20 Advertising/Legal Pub	100		19	19	(81)	19%	Publishing fees
21 Training	500			-	(500)	0%	CPR/First Aid training
26 Insurance & Bonds	4,000			-	(4,000)	0%	Commercial Property, Umbrella Liability, Automobile, Worker's
30 Contracted Services	50,000		3,714	3,714	(46,286)	7%	Mowing (Evitts Run, Happy Retreat, Craig Hill, Willingham, Jeff Mem Park) - $26,000 Porta Potty Setup/Clean and Service - $2,000 Water Testing - Pool - $100 Payroll Processing - $700 Annual Pest Control Services - $300
32 Bank Charges				-	-		
37 Other Fees/Taxes	150			-	(150)	0%	Pool permit fee Health Department
41 Departmental Supplies	15,000			-	(15,000)	0%	Supplies ($256). Floats and whistles ($250), AED machine ($1,700)
41 Juniors Tennis Supplies	1,200						
42 Concession Stand Supplies	-	480	125	605	605		We can roll these costs under Departmental Supplies. No need for a separate line item.
45 Juniors Uniforms & Supplies	1,200			-	(1,200)	0%	Jr. Tennis Girls and Boys Shirts and Jackets. Recommend $600
59 Capital Outlay							
99 Contingencies							
TOTAL EXPENSES	**153,710**	**12,309**	**29,917**	**42,226**	**(110,284)**	**27%**	
REVENUES OVER EXPENSES	**132,400**	**(4,138)**	**(7,389)**	**(11,526)**	**(32,126)**		

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-1086: Park Updates: Willingham Knolls, Jefferson Memorial Park, Skate Park, Evitts Run, and Happy Retreat

ATTACHMENTS:

- Basketball courts.jfif
- West Virginia Charles Town Tennis Courts Pro.pdf

www.geomodel.com
Phone (703) 777-9788
Fax (703) 777-3814

October 22, 2024

Ms. Alissa J. Meeks
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

RE: Proposal for a Ground Penetrating Radar (GPR) Survey for the City of Charles Town, West Virginia; Proposal # 24078

Dear Ms. Meeks:

GeoModel, Inc. is pleased to present this proposal to the City of Charles Town, West Virginia, to conduct a Ground Penetrating Radar (GPR) survey on three (3) tennis courts at the Jefferson Memorial Park in Charles Town, West Virginia. The GPR survey will be conducted to investigate the cause of cracks occurring on the surface of the courts.

The GPR survey will determine the geologic characteristics of the soils beneath the tennis courts. The areas to be scanned occupy approximately 60 feet by 120 feet, and 105 feet by 120 feet.

The GPR survey will be conducted, by a Professional Geologist with over twenty years of experience, using a GSSI radar computer control unit and a 400-megahertz (MHz) transducer. The system will be hand towed across the site. The depth of investigation of the 400-MHz transducer is 8 to 9 feet in sand and less deep in clay soils.

GPR transects will be made in parallel or perpendicular directions at appropriate interval spacing across the survey area. Any persons or obstacles must be moved out of the survey area prior to the GPR survey.

Data Interpretation

The ground penetrating radar (GPR) data will be collected in the field. The GPR data will require post processing and interpretation back in the GeoModel, Inc. main office.

The GPR data will be interpreted by professional geologists for any subsurface geologic features that could cause cracking of the surface of the tennis courts. Areas of anomalous GPR data will be plotted on a map of the tennis courts.

A report of findings will be prepared. The report will include a scaled AutoCAD site map of anomalous areas of GPR data, and a discussion of the results, and will take several days to complete.

Costs and Payment

The cost for the GPR survey is **$ 3,900.00**. This cost includes labor, equipment, data interpretation, and a report with a map of anomaly locations. If acceptable, please sign this proposal and e-mail all pages of the proposal, including the General Terms and Conditions Agreement pages. Payment of all costs is required within 30 days after receipt of the invoice.

Limitations

The Ground Penetrating Radar (GPR) data will be examined for any subsurface anomalies that may cause cracking in the tennis courts. The results of this scan will represent the best information that can be determined from the GPR data. Clay soils tend to attenuate GPR data, which limits the depth of investigation of the scan. GeoModel, Inc. is not responsible for any underground features not detected by the scan.

As with any remote sensing tools, the results of GPR surveys are, in part, interpretive. The survey is conducted using instrumentation considered in good working order and the interpretation provided uses our best judgments. However, as with other remote sensing tools, we accept responsibility for actions taken because of this survey.

If you have any questions concerning this proposal, please give me a call.

Sincerely,



Matthew Turner, P.G.

This order is subject to terms herein, and General Terms and Conditions (attached).

GENERAL TERMS AND CONDITIONS

1. Term of Proposal: This proposal is valid for a period of thirty (30) days. After thirty (30) days, Consultant (GeoModel, Inc.) reserves the right to review the proposal and adjust the time of performance or fees. Either party may terminate this agreement upon ten (10) days prior written notice, provided, however, that if CLIENT terminates this agreement, it shall compensate Consultant for all work performed prior to actual receipt of notice and all of Consultant's costs and expenses incurred because of the termination. This proposal shall be subject to renegotiation if unreasonable delays are caused by CLIENT's failure to provide specified facilities or information or for force majeure events.

2. Billing and Payment: Except as specifically noted, Consultant's charges for services consist of a lump sum or a cost based on an hourly fee for any professional staff member and the reimbursement of expenses and subcontractor charges. Invoices will be submitted for payment on a monthly or lump sum basis, and CLIENT agrees to pay such invoices within thirty (30) days, unless Consultant has agreed upon some other arrangement in writing. If payment is not received within thirty (30) days, the amount due shall bear a service charge of 1 1/2% per month or the maximum permissible rate permitted under state law, whichever is less. All sums shall be paid without deduction or setoff of any kind whatsoever.

3. Disclosure of Information: CLIENT shall advise Consultant, upon execution of this agreement, and thereafter as necessary, of any hazardous substances or conditions existing on or about the site that may present a potential danger to human health, the environment, or equipment. CLIENT takes sole responsibility for reporting to any applicable governmental agency about the condition of the site or any discharges or hazards associated therewith, unless CLIENT has specifically instructed Consultant to do so, and Consultant has acknowledged that responsibility to CLIENT in writing.

All documents, including but not limited to, drawings, specifications, reports, field notes, and laboratory test data prepared or delivered in accordance with this agreement shall be Consultant's sole property until paid for. CLIENT agrees that all such material furnished to CLIENT or CLIENT's agents, if not paid for, shall be promptly returned to Consultant on demand. No document prepared by Consultant under this agreement shall be reproduced, redistributed, or disclosed to any third party, for advertising or for any other purpose, without Consultant's prior written consent and referencing that the Consultant conducted the work.

4. Insurance: Consultant shall maintain policies of insurance specified as follows: Worker's Compensation – Statutory; Employer's Liability - $1,000,000; Comprehensive General Liability (CGL) - $2,000,000 per occurrence and aggregate; Automobile Liability - $2,000,000 combined single limit (hired and non-owned only); Excess Liability - $2,000,000 (over CGL only); Professional Liability - $2,000,000 each claim and aggregate; Pollution Liability – $2,000,000 each claim and aggregate.

5. Limitations of Liability: CLIENT specifically acknowledges that Consultant has neither created nor contributed to the existence of any type of hazardous or toxic waste, material, or substance or any other type of environmental hazard or pollution on or about the site and that the compensation to be paid to Consultant hereunder is not commensurate with, and has not been calculated by reference to, the potential risk or injury or loss which may be caused by the exposure of persons or properties to such substances or conditions. In consideration thereof, CLIENT agrees as follows:

CLIENT agrees to limit Consultant's liability to CLIENT or to any third party arising from negligent professional acts, errors or omissions, or any other acts, or for any damages based in contract, or for any other cause of action whatsoever, such that Consultant's total aggregate liability shall not exceed Consultant's total fee, and CLIENT hereby forever releases and discharges Consultant, its officers, principals, employees, and agents from any liability for losses or damage in excess of such amount. All such claims shall be deemed waived unless made by CLIENT in writing and received by Consultant within one year after completion of the services with respect to which the claim is made. Notwithstanding any other provisions contained herein to the contrary, in no event shall Consultant be responsible for any incidental, indirect, or consequential damages (including loss of profits) incurred by CLIENT or any third party because of Consultant's performance or non-performance of this agreement or by application or use of reports or other work prepared or performed hereunder.

Consultant shall not be liable for any property damage or bodily injury arising from damage to or interference with surface or subsurface structures at or about the site (including, without limitation, pipes, tanks, cables, etc.) which are not called to Consultant's attention in writing and correctly shown on any plans furnished by CLIENT to Consultant in connection with the work performed hereunder. CLIENT acknowledges that the use of exploration and test equipment may unavoidably alter, affect, or damage the terrain, subsurface, improvements, or fixtures in or upon the site, and Consultant shall have no liability for any such effect, alteration, or damage thereto. CLIENT assumes responsibility for site access.

CLIENT further agrees to indemnify and hold Consultant (including its officers, directors, employees, and agents) harmless from and against any and all losses, damages, liabilities, and expenses, fines, penalties, court costs, and costs of defense, including without limitation, reasonable attorneys' fees, resulting from or arising out of (a) any negligent or willful misconduct of CLIENT, (b) any breach by CLIENT of any warranties or other provisions hereunder, (c) any non-conforming waste or hazardous substance or discrepancies in any manifest as defined in applicable regulations, (d) any conditions existing at the site prior to the arrival of Consultant of which Consultant had no actual knowledge and over which Consultant had no control, or (e) CLIENT's violation of any applicable law or regulation relating to the handling of hazardous substances, waste or constituents.

6. Indemnification of CLIENT: Consultant shall indemnify CLIENT for any loss or damage actually sustained and incurred by the CLIENT, or for which the CLIENT is legally liable, which is caused solely by (a) acts, errors, or omissions of Consultant, including its officers, directors, employees, and agents, (b) a material breach by Consultant of warranties hereunder, or (c) failure of Consultant to comply in material respects with applicable laws or regulations relating to services undertaken hereunder which constitute the gross negligence or willful misconduct of Consultant.

7. Force Majeure: Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, requisition of other governmental body or authority, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of that party.

8. Arbitration Clause: If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through negotiation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Association of Arbitrators (AAA), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. Severability: Each covenant and agreement contained herein shall be construed to be separate and independent from any other covenant or agreement and the breach of any covenant or agreement by either party shall not discharge or relieve the other party from any of its obligations hereunder. If any provision of this agreement is held to be invalid, such holding shall not invalidate or affect any other provisions of this agreement.

10. Miscellaneous: This agreement contains the entire agreement of the parties and no agreement, unless incorporated herein in writing, shall be binding upon the parties. This agreement shall be binding upon and its benefits and advantages shall inure to the successors and assigns of the parties, provided, however, CLIENT may not assign this agreement without the prior written consent of Consultant. This agreement shall be governed in all respects by the Laws of the State of Virginia. No promise, representation, warranty, or covenant not included herein, and in the proposal, has been or is relied upon by either party. In the event of a breach of any term or provision hereof, the prevailing party shall, in addition to any other remedies sought, be entitled to reasonable attorney's fees and costs (including fees and costs on appeal, in administrative or bankruptcy proceedings). CLIENT agrees that Consultant has the authority to use its name as CLIENT, along with a description of the work performed, as a reference for future clients.

ACCEPTED BY: Legal Name of Firm: _____

Authorizing Individual: _____

Authorized Signature: _____

Date: _____

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/24/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

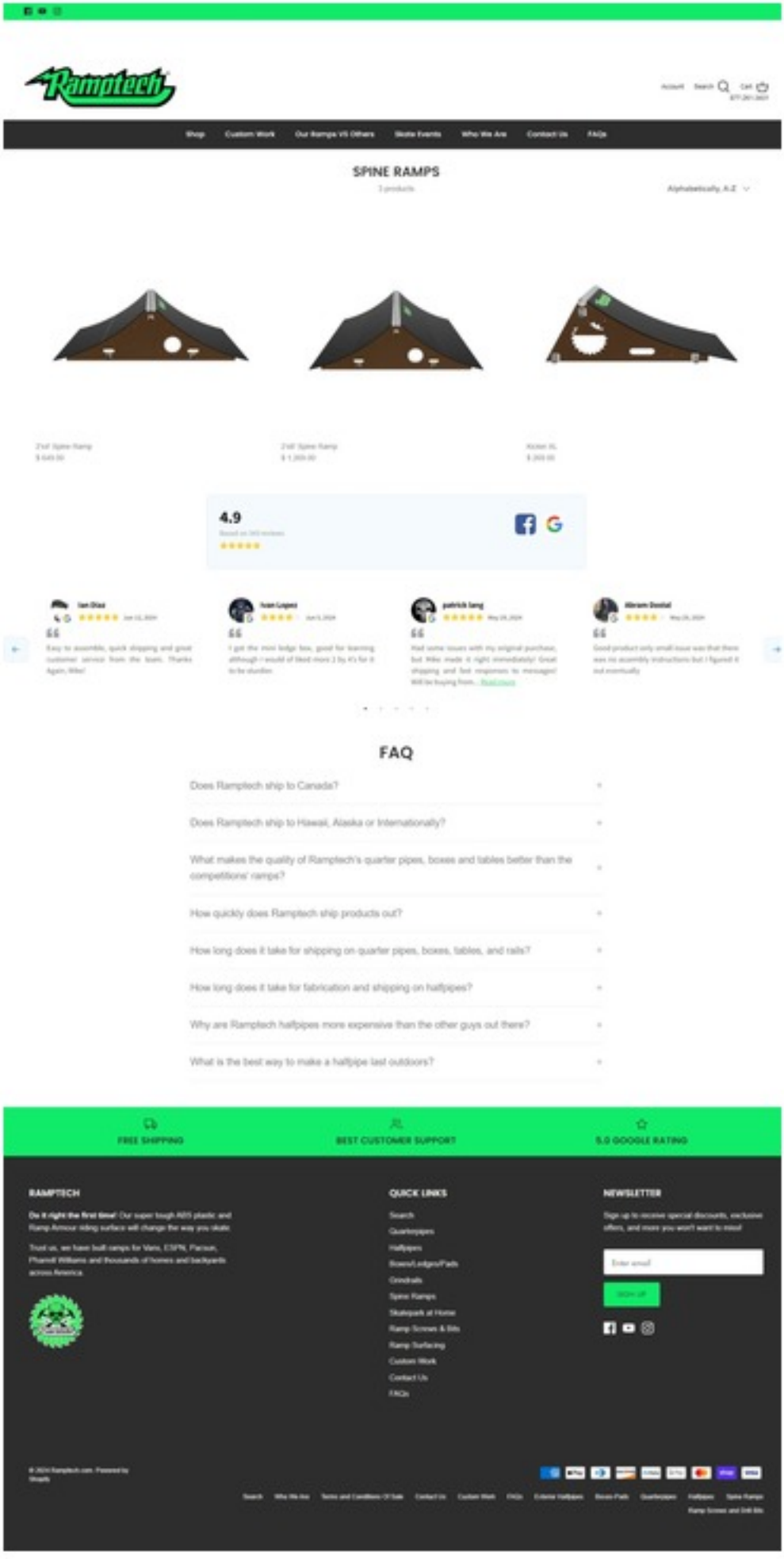
SCHEDULED

AGENDA ITEM (ID #)

2024-1087: Other Skate Park Improvements

ATTACHMENTS:

- Screenshot_23-10-2024_153938_www.ramptech.com.jpeg


Shop
Custom Work
Our Ramps VS Others
Skate Events
Who We Are
Contact Us
FAQs
SPINE RAMPS
4.9
FAQ
Does Ramptech ship to Canada?
Does Ramptech ship to Hawaii, Alaska or Internationally?
What makes the quality of Ramptech's quarter pipes, boxes and tables better than the competitions' ramps?
How quickly does Ramptech ship products out?
How long does it take for shipping on quarter pipes, boxes, tables, and rails?
How long does it take for fabrication and shipping on halfpipes?
Why are Ramptech halfpipes more expensive than the other guys out there?
What is the best way to make a halfpipe last outdoors?
FREE SHIPPING
BEST CUSTOMER SUPPORT
5.0 GOOGLE RATING
RAMPTECH
QUICK LINKS
NEWSLETTER