# CITY OF HOLLY HILL, FLORIDA

**CITY COMMISSION**

**AGENDA ● FEBRUARY 25, 2025**

| City Commission Chamber | Regular City Commission Meeting | 6:00 PM |
|---|---|---|

**CITY HALL**
**1065 RIDGEWOOD AVENUE**
**HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

## CITY COMMISSION MEMBERS

**Mayor**
John Penny

**District 1 - Commissioner**
Debra Snow

**District 2 – Commissioner**
Penny Currie

**District 3 – Commissioner**
Jeffrey DeLanoy

**District 4 – Commissioner**
Roy Johnson

**CITY MANAGER**
Joseph Forte

**CITY CLERK**
Valerie Manning

## 1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Penny Currie
c. Pledge of Allegiance

## 2. PUBLIC COMMENTS

## 3. APPROVAL OF MINUTES

1. Minutes - February 11, 2025 - Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

## 4. CONSENT AGENDA - ITEMS ( 1 - 6 )

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2025-R-12 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Engineering Contract with Parker Mynchenberg & Associates, Inc., for Force Main Improvements for Lift Stations 12, 14 and 16 for 64,605.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2025-R-13 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Change Order No. 2 with Sawcross, Inc., for a Second Influent Screen Funded with SAHFI (SRF-WW6410A0) Grant Funding in the Amount of $627,270.56; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2025-R-14 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Extend the Agreement with Mead and Hunt, Inc., to Provide Professional Consultant Services for the Capital Wastewater Treatment Plant; Providing for Severability; and Proving an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2025-R-15 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Waiver of the Formal Bid Procedure for the Purchase of a Used Spotter Truck from Kenworth of Jacksonville in the Amount of $69,600 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2025-R-16 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Joint Project Grant with Volusia County and the City of Holly Hill for Chemical Tank Replacement at the City Utility Treatment Facility and a Budget Amendment Request Transferring City Cost Share Fund into a Project Fund and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. Resolution –2025-R-17 A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing a Member to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Member; Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

## 5. REGULAR AGENDA

1. Resolution –2025-R-18 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Playground at 7Th Street Neighborhood Park and Authorizing the City Manager to Execute a Contract with the Awarded Vendor; Providing for Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. 700 Grove Avenue - Nuisance Abatement

   (Requested by Brian Walker, Board of Planning and Appeals)

## 6. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance –2025-O-3082 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Repealing Chapter 2 (Administration), Article II (City Commission), Division 2 (Meetings); Adopting a New Chapter 2 (Administration), Article II (City Commission), Division 2 (Meetings) to Adopting New Rules for Conducting City Meetings; Providing for Severability; and Providing an Effective Date.

   (Requested by Joseph Forte, City Manager)

2. Ordinance –2025-O-3083 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Repealing Chapter 2, Article III, Division III (Code Enforcement); Chapter 3 (Enforcement); and Chapter 26, Article III (Sanitary Nuisances); Adopting a New Chapter 3 (Code Enforcement/Nuisance Abatement) Consolidating All Code Enforcement and Nuisance Abatement Provisions into a Single Chapter and Amending the Code Enforcement and Nuisance Abatement Provisions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

3. Shared Use and Maintenance Agreement for Stormwater Facilities

   (Requested by Brian Walker, Board of Planning and Appeals)

4. Resolution –2025-R-19 Anastasia Ct - Resolution of Intent to Use Non-AD Valorem Assessment Collection Method

   (Requested by Brian Walker, Board of Planning and Appeals)

5. 1538 Cordova Avenue - Variance Request

   (Requested by Brian Walker, Board of Planning and Appeals)

## 7. COMMUNICATIONS

A. City Manager Comments
B. City Attorney Comments
C. Mayor's Comments
D. City Commission Comments

## 8. ADJOURNMENT

**Website Address – www.hollyhillfl.org** (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Valerie Manning**
**SUBJECT:** **Minutes - February 11, 2025 - Regular City Commission Meeting**
**NUMBER:** **(ID # 4784)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

Minutes from the February 11, 2025 regular City Commission meeting.

## MOTION:

Approve the minutes as submitted by staff.

- Minutes - February 11, 2025 - Regular City Commission meeting (PDF)

# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

## MINUTES ● FEBRUARY 11, 2025

**City Commission Chamber** **Regular City Commission Meeting** **6:00 PM**

**CITY HALL**
**1065 RIDGEWOOD AVENUE**
**HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

## 1. CALL TO ORDER

a. Roll Call

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| John Penny | Mayor | Present | |
| Debra Snow | City Commissioner | Present | |
| Penny Currie | City Commissioner | Present | |
| Jeffrey DeLanoy | City Commissioner | Present | |
| Roy Johnson | City Commissioner | Present | |

b. Invocation by City Commissioner Penny Currie
c. Pledge of Allegiance
Mayor Penny led the Pledge of Allegiance to the Flag.

## 2. PRESENTATIONS

A. 2024 Employee of the Year - Donna Dungee, Finance Clerk II

2024 Employee of the Year - Donna Dungee, Finance Clerk II

(Requested by Valerie Manning, City Clerk)

**RESULT:** **NO VOTE NEEDED**

B. 2024 Citizen of the Year - Jim Legary

2024 Citizen of the Year - Jim Legary

(Requested by Valerie Manning, City Clerk)

**RESULT:** **NO VOTE NEEDED**

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C. 2024 Corporate Citizens of the Year - Mark & Geri Madden of Madden Enterprises

2024 Corporate Citizens of the Year - Mark and Geri Madden, Owners of Madden Enterprises - Maddens Ace Hardware Holly Hill

(Requested by Valerie Manning, City Clerk)

| | |
|---|---|
| **RESULT:** | **NO VOTE NEEDED** |

D. Gold Ribbon Award from Florida Health Care Plan to the City of Holly Hill

Gold Ribbon Award from Florida Health Care Plan

(Requested by Valerie Manning, City Clerk)
Brittany Hawthorne was present to congratulate the city for receiving the Gold Ribbon Award from Florida Health Care Plans.

| | |
|---|---|
| **RESULT:** | **NO VOTE NEEDED** |

## 3. PUBLIC COMMENTS

**Mayor Penny opened public participation.**

Nany Miller, Mayor of Daytona Beach Shores; Steve Updike, Holly Hill; Charlotte Bugard (?), Holly Hill; Gabriel Varga, Daytona Beach; Danielle Latona, Holly Hill; Scott Vanhorn (?), Holly Hill.

**Mayor Penny closed public participation.**

Mr. Forte stated staff sent a letter to the engineer that reviewed it (the RV Park) and asked for them to explain why the sidewalk is the way it is and he's going to read this verbatim as what was told and the scenario that Jennifer Shannon, Senior Project Manager/Water / Mead and Hunt, Inc., gave him and whether anybody likes it or not, this is the engineers' scientific response to that situation. I can do nothing else about it. It works. That's what they tell us. Here is what was explained to staff, verbatim. *Per the request for a written explanation, FEMA's and the city's development policies require that new developments cannot cause adverse flood impacts to off-site properties. When projects are constructed in a 100-year floodplain, they could affect areas where floodwater is stored during and after a storm and can displace floodwaters. There is the potential that flood levels surrounding the site could be increased without careful design consideration. To ensure there is not an adverse flood risk impact to adjacent properties, any development resulting in a loss of floodplain storage is required to provide compensatory storage in addition to demonstrating "no rise" in the resulting elevation for stormwater. The amount of floodplain compensation required is dependent on existing conditions, the footprint of proposed development within the floodplain, and the potential depth of future flooding in these areas. Together these factors*

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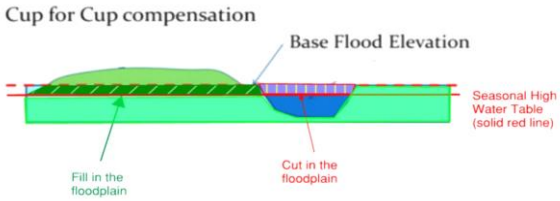
*indicate the potential volume of floodwater that could be displaced by development. Design of a project in the floodplain requires displacement of floodwater in a storage area, which then releases the water at a controlled rate. Why can areas of the project be constructed higher? Areas can be constructed higher as other areas are cut lower to result in a neutral or "no rise" result. This is also known as cup for cup compensation. For every cup of soil in one location, another cup of soil must be removed resulting in a volume increase of zero or "no rise". (The volume between the base flood elevation and the seasonal high water table is where the cut and fill calculations occur.)*




*To demonstrate that floodplain compensation is adequate for a site, the following information is required:*

- *A topographic site survey*
- *An estimated Seasonal High Water Table (SHWT) which is usually determined by geotechnical work or geotechnical reference material*
- *The existing 100-year flood elevation. This is the flood level that FEMA requires new development to be designed to*
- *A plan showing where the flood compensation area is located; and,*
- *Cut and fill calculations demonstrating that floodplain compensation in the post-development conditions matches or exceeds the floodplain volume in the pre-development condition.*

*In the case of the Lake Belle RV Park, the floodplain compensation ponds are on the northern, eastern and central portions of the property as shown on Sheet C6 of the plans. These areas will be cut to allow for floodplain storage. The cut areas allow fill in the southern and western portions of the property. The cut volumes equaled or exceeded the fill volumes. Additionally, the design of the swale along the western boundary allows for routing of flow from properties on Tuscaloosa Avenue.* Mr. Forte mentioned that at the last City Commission meeting, he gave a rundown of what the city is doing and all that still stands today. The only thing he could add to that is we are interviewing a storm water manager next week in the hopes of getting a stormwater manager on board that's going to help us determine what our needs are, what our demands are, what our maintenance should be. We've been doing a lot of things progressively, more than he's ever done in stormwater management before. It's going to help the stormwater system, it may not help anyone's individual situation.

Commissioner Currie stated she tries tell people it will help mitigate it; we will never, ever in the State of Florida, get rid of flooding but we can help mitigate it and that is my goal and that's what she's said since last year.

Mr. Forte stated and that's what his direction is.

Commissioner Currie stated she believes this entire Commission has that goal.

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Mayor Penny stated what we're doing collectively, Mayor Miller alluded to it, is that the elected official round table, it's the Mayors from the sixteen cities in the County, we meet twice every other month to discuss issues and the number one issue we're talking about now is flooding. It's not just a Holly Hill issue. It's not just a Volusia County issue. It's a Florida issue. It's an east coast of the United States issue. He has volunteered to serve on the flood and stormwater subcommittee that will report back. They had their first meeting last week at the County and met with the County Engineers.

## 4. APPROVAL OF MINUTES

1.

Minutes - January 21, 2025 Workshop and January 28, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
**Mayor Penny opened public participation. No one spoke.**

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Debra Snow, City Commissioner |
| **SECONDER:** | Roy Johnson, City Commissioner |
| **AYES:** | Penny, Snow, Currie, DeLanoy, Johnson |

Enacted and approved this 11th day of February, 2025, in Holly Hill

## 5. CONSENT AGENDA - ITEMS ( 1 - 4 )

Mayor Penny asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission wished to further speak on an item. There was no one.

1. -2025-R-8 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggy-Backing of Seminole County Contract IFB-603616-19/BJC Pavement Management Program and Authorizing the City Manager to Award the "FY2024/2025 Roadway Resurfacing Project" to Halifax Paving, Inc.; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

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| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Roy Johnson, City Commissioner |
| **SECONDER:** | Penny Currie, City Commissioner |
| **AYES:** | Penny, Snow, Currie, DeLanoy, Johnson |

**RESOLUTION**
**2025-R-8**
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY-BACKING OF SEMINOLE COUNTY CONTRACT IFB-603616-19/BJC PAVEMENT MANAGEMENT PROGRAM AND AUTHORIZING THE CITY MANAGER TO AWARD THE "FY2024/2025 ROADWAY RESURFACING PROJECT" TO HALIFAX PAVING, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY-BACKING OF SEMINOLE COUNTY CONTRACT IFB-603616-19/BJC PAVEMENT MANAGEMENT PROGRAM AND AUTHORIZING THE CITY MANAGER TO AWARD THE "FY2024/2025 ROADWAY RESURFACING PROJECT" TO HALIFAX PAVING, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City has planned for a city-wide multi-year resurfacing program; and

**WHEREAS,** the City desires to proceed with the work required for the FY 2024/2025 portion of the program; and

**WHEREAS,** the City desires to piggy-back the Seminole County Contract IFB-603616-19/BJC–PAVEMENT MANAGEMENT PROGRAM; and

**WHEREAS,** the City desires Halifax Paving, Inc., be awarded this project under the Seminole County Contract IFB-603616-19/BJC–PAVEMENT MANAGEMENT PROGRAM , as well as, being the low, responsive bidder with a bid of $482,695.00 for Labor, Materials and Maintenance of Traffic (MOT).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby authorize the City Manager to piggy-back the Seminole County Contract IFB-603616-19/BJC– PAVEMENT MANAGEMENT PROGRAM and award the "FY2024/2025 Roadway Resurfacing Project" to Halifax Paving Inc., in the amount not to exceed $482,695.00 for Labor, Materials and Maintenance of Traffic (MOT).

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11th day of FEBRUARY, 2025.**

Enacted and approved this 11th day of February, 2025, in Holly Hill

2. -2025-R-9 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Fiscal Year 2024-2025 Annual Operating Budget, Appropriating the High Visibility Enforcement Program Award to the Fiscal Year 2024-2025 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Nicole Kloetz, Police)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Roy Johnson, City Commissioner |
| **SECONDER:** | Penny Currie, City Commissioner |
| **AYES:** | Penny, Snow, Currie, DeLanoy, Johnson |

**RESOLUTION**
**2025-R-9**
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING THE HIGH VISIBILITY ENFORCEMENT PROGRAM AWARD TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING THE HIGH VISIBILITY ENFORCEMENT PROGRAM AWARD TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The City of Holly Hill Police Department applied for and received a $5,000 High Visibility Enforcement grant (HVE) from the Institute of Police Technology and Management (IPTM); and

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**WHEREAS,** the City of Holly Hill Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and

**WHEREAS,** the City of Holly Hill, by subsequent Resolutions 2024-R-95, R-85, R-77, R-71 and R-72 amending the operating budget for Fiscal Year 2024-2025; and

**WHEREAS,** the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

**WHEREAS,** the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1 BUDGET AMENDMENT.** The grant award funds are hereby appropriated as set forth in Composite Exhibit 'A' attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2024-2025 budget.

**SECTION 2 SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or apart of this Resolution.

**SECTION 3 EFFECTIVE DATE.** The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2024 through September 30, 2025. This Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11th day of FEBRUARY, 2025.**

Enacted and approved this 11th day of February, 2025, in Holly Hill

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3. –2025-R-10 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Urging the Florida State Legislature to Enact Legislation to Provide a Public Records Exemption for Municipal Clerks and Employees who Perform Municipal Elections Work or Have Any Part in Code Enforcement Functions of a City; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Roy Johnson, City Commissioner |
| **SECONDER:** | Penny Currie, City Commissioner |
| **AYES:** | Penny, Snow, Currie, DeLanoy, Johnson |

**RESOLUTION**
**2025-R-10**
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

**WHEREAS,** municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

**WHEREAS,** municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

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**WHEREAS,** currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

**WHEREAS,** the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

**WHEREAS,** the City of Holly Hill has compiled with all requirements and procedures of Florida law in processing and adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the City Commission.

**SECTION 2.** The Mayor and City Commission of the City of Holly Hill, Florida, hereby urges and encourages the Florida Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in Code Enforcement functions of a municipality.

**SECTION 3.** The Mayor and City Commission of the City of Holly Hill, Florida, express a profound appreciation for the actions in support of the City in past years and look forward to a continuing and productive relationship with regard to the needs of the citizens of the City of Holly Hill, as well as, those who conduct business or own property within the City.

**SECTION 4.** The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron Desantis and each State Representative and State Senator serving in the Volusia County Legislative Delegation.

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**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11th day of FEBRUARY, 2025.**

Enacted and approved this 11th day of February, 2025, in Holly Hill

4.

Memorandum of Agreement - Ratifying the Memorandum of Agreement Between the City of Holly Hill and the Police Benevolent Association

(Requested by Valerie Manning, City Clerk)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Roy Johnson, City Commissioner |
| **SECONDER:** | Penny Currie, City Commissioner |
| **AYES:** | Penny, Snow, Currie, DeLanoy, Johnson |

Enacted and approved this 11th day of February, 2025, in Holly Hill

## 6. REGULAR AGENDA

1. 2025-R-11 Resolution

A Resolution of the City of Holly Hill, Florida, Appointing Members to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
**Mayor Penny opened public participation. No one spoke.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, City Commissioner |
| **SECONDER:** | Roy Johnson, City Commissioner |
| **AYES:** | Penny, Snow, Currie, DeLanoy, Johnson |

**RESOLUTION**
**2025-R-11**
**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING**

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**FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

**WHEREAS,** members of said board shall not be an elected City official or City employee; and

**WHEREAS,** members of said board shall either be a resident of the City or own a business within the City; and

**WHEREAS,** the terms of office for regular members of said board shall be two (2) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission does hereby appoint the following individuals to the Board of Planning and Appeals:

| | | |
|---|---|---|
| **Dennis Smith** | **Regular Member** | **Term Expires February 2027** |
| **Michael Myer** | **Regular Member** | **Term Expires February 2027** |
| **Tony Cassata** | **Regular Member** | **Term Expires February 2027** |
| **Kymberlee Nguyen** | **Regular Member** | **Term Expires February 2027** |

**SECTION 2.** That this Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11th day of FEBRUARY, 2025.**

Enacted and approved this 11th day of February, 2025, in Holly Hill

2. –2025-O-3082 Ordinance

Attachment: Minutes - February 11, 2025 - Regular City Commission meeting (4784 : Minutes)

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Repealing Chapter 2 (Administration), Article II (City Commission), Division 2 (Meetings); Adopting a New Chapter 2 (Administration), Article II (City Commission), Division 2 (Meetings) to Adopting New Rules for Conducting City Meetings; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)
Mayor Penny mentioned that he had a few recommendations that he would like to add to the Ordinance before second reading. Those changes are underlined:

**Sec. 2-54. - Local Rules.**

(b) Workshops of the City Commission shall be held as needed at such time and place as set by the Mayor or the City Manager. Every effort shall be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Commission, Mayor or the City Manager. Workshops are intended to address City issues by allowing staff to discuss with the Commission as a whole and the Mayor and Commissioners to discuss with one another these issues. Public comment is not required during workshops.

(i) With regard to the agenda for regular City Commission meetings, the following shall apply:

(1) To the extent possible, the City Administration shall group all matters by subject area and shall place as many routine items as possible on the consent portion of the agenda. Those items that need further discussion or explanation shall not be placed on the Consent Agenda.

**Sec. 2-55. - Public Participation.**

(a)(2) Public comments on agenda items shall be relevant to the agenda item. Public comments on non-agenda items shall be pertinent to the City or City business.

**Mayor Penny opened public participation.**

Gabriel Varga, Daytona Beach.

**Mayor Penny closed public participation.**

| | | |
|---|---|---|
| **RESULT:** | **APPROVED AT 1ST READING [UNANIMOUS]** | **Next: 2/25/2025 6:00 PM** |
| **MOVER:** | Penny Currie, City Commissioner | |
| **SECONDER:** | Debra Snow, City Commissioner | |
| **AYES:** | Penny, Snow, Currie, DeLanoy, Johnson | |

3.

Request for Code Enforcement Lien Reduction - 1885 Nova Road

(Requested by Joseph Forte, City Manager)

Attachment: Minutes - February 11, 2025 - Regular City Commission meeting (4784 : Minutes)

Mr. Forte went over his staff report for a lien reduction request located at 1885 N. Nova Road. The property is currently owned by Daytona Beach EXP CW LLC ( SATYEM PATEL). This is the property that used to have a Snow Cone business. Over the years the property had fallen into disrepair. In 2022, Elevate Acquisitions, LLC purchased this property along with the property located at 1117 Flomich Avenue adjacent to 1885 N. Nova Road, with an assignment agreement to transfer the property to BDG, LLC who sold the property with the intent of constructing a modern car wash. During the acquisition period, a lien reduction was granted for the property at 1117 Flomich Avenue while taking into consideration the overall development of both parcels. The developer made a decision not to build the car wash and over time the property at 1885 N. Nova in addition to the property at 1117 N. Nova fell further into disrepair. On December 8, 2023, the Special Master reached a Finding of Fact and Conclusion of Law identifying several code violations on the Nova Road property. The property remained in this condition under the owners brought the property into compliance in May 2024. The property is currently in a due diligence period with a prospective buyer and the seller, Daytona Beach EXP CW LLC is requesting consideration for a lien reduction on the property at 1885 N. Nova Road. The property is in compliance but has accumulated $137,000.00 in fines. In lieu of the typical reduction to 10% of the original lien plus admin fees, the City Manager has negotiated a lien reduction to $20,000.00, which is nearly 15% of the original lien without additional admin fees. Mr. Patel is in agreement with this recommendation and supports the City Commission approving this lien reduction. To reduce the lien to an administrative fee in the amount of $20,000.00 payable no later than March 11, 2025. Failure to pay the reduced lien amount by March 11, 2025 will result in the city filing for collection of the full lien amount of $137,000.00.

**Mayor Penny opened public participation. No one spoke.**

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Roy Johnson, City Commissioner |
| **SECONDER:** | Jeffrey DeLanoy, City Commissioner |
| **AYES:** | Penny, Snow, Currie, DeLanoy, Johnson |

Enacted and approved this 11th day of February, 2025, in Holly Hill

## 7. PUBLIC HEARINGS - NONE

None.

## 8. COMMUNICATIONS

A. City Manager Comments

B. City Attorney Comments

Attorney Simpson briefly spoke about the upcoming Charter Review committee and how that process will work.

C. Mayor's Comments

Mayor Penny reminded everyone about the upcoming free concert on Valentine's Day at Pictona. Hayfire will be performing starting at 7:30 PM. Reminded the Commissioners to



Attachment: Minutes - February 11, 2025 - Regular City Commission meeting (4784 : Minutes)

turn in their person of choice to sit on the Charter Review Committee to Mr. Forte as soon as possible.

D. City Commission Comments
The Mayor and Commissioners congratulated all the award winners and thanked the new Board of Planning and Appeals board member, Kymberlee Nguyen.

## 9. ADJOURNMENT

This meeting adjourned at approximately 7:45 PM.

Attachment: Minutes - February 11, 2025 - Regular City Commission meeting (4784 : Minutes)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Antoine Khoury**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Engineering Contract with Parker Mynchenberg & Associates, Inc., for Force Main Improvements for Lift Stations 12, 14 and 16 for 64,605.00; Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **2025-R-12**
**APPLICANT:**
**PLANNER:**

**DISCUSSION:**

The Utility gravity collection system which collected sewage from homes and business and moves it to the wastewater treatment facility was challenged during the Hurricane Ian and Milton storm events. The storms extreme rainfall caused excessive inflow and infiltration of water into the gravity collection system. The Southwest gravity collection system in particular was very challenged. The high levels in various collection system manholes required contract pumper trucks to help relieve the high stormwater volumes until the system returned to normal operational conditions. To mitigate future high rain flow events collection system impacts, the City proactively entered into an engineering support contract with Parker Mynchenberg & Associates to evaluate the affected area. The technical memorandum is attached as **Exhibit "A."**

The Parker Mynchenberg & Associates technical evaluation confirmed the Southeast gravity collection system has capacity except during for extreme rainfall events. The model indicated to mitigate future events, new force main improvements to extend Lift Stations 12, 14 and 16 force mains directly to master Lift Station 11 would be required. Specifically, the proposed improvements will include the installation of 730 LF of new 4 inch, 2,105 LF of new 6 mains and 1,380 LF of new 8 inch force main.

The Parker Mynchenberg & Associates proposal for the engineering is attached as attached under **"Exhibit B."** The proposal includes design, pricing assistance, contract administration and miscellaneous services to complete the project. The proposal is for $64,605.00 and is consistent with their master engineering services contract.

A survey for the new force mains has already been expedited by the City Manager to be completed by Southeast Survey for a cost of $26,657.00. The survey is a critical path, as Parker Mynchenberg and Associates cannot design the optimal subterranean route for the new force mains until the right of way survey with subsurface obstacles is complete. The survey proposal

is attached as **Exhibit "C"** for reference.

## FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Parker Mynchenberg & Associates, Inc., on January 25, 2022 for a term of five (5) years with (2) (1) year renewal options authorized with Resolution 2022-R-23. The Parker Mynchenberg & Associates, Inc., fees for the project are $64,605.00. Funds for the professional consultant services related to this project are budgeted in account number 407-8110-580-6300 and Project Code 25WW04.

Surveying for the proposed new force mains routes has already been expedited within the City Manager's approval level. The survey for the new force mains will be completed by Southeast Survey for a cost of $26,657.00. The survey is a critical path, as Parker Mynchenberg and Associates cannot design the optimal subterranean route for the new force mains until the right of way survey with subsurface obstacles is complete.
The total cost for engineering and surveying for Lift Stations 12, 14 and 16 improvements is $91,262.00. Construction will be brought back to the City Commission after the project is designed, permitted and a cost proposal has been properly acquired to complete the construction.

## STAFF RECOMMENDATION:

Authorize the City Manager to execute Engineering Services Contract with Parker Mynchenberg & Associates, Inc., for new force main improvements for Lift Stations 12, 14, and 16 in the amount of $64,605.00.

## COMMISSION GOALS:

**Goal #1**: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4**: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

## MOTION:

**AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO ENGINEERING SERVICE TO DESIGN, PERMIT AND OVERSEE CONSTRUCTION OF LIFT STATIONS 12, 14 AND 16**

**FORCE MAIN IMPROVEMENTS IN AN AMOUNT OF $64,605.00.**

**ATTACHMENTS:**

- EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (PDF)
- EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (PDF)
- EXHIBIT C - Survey for Force Main Improvements (PDF)

# Resolution No. 2025-12

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ENGINEERING CONTRACT WITH PARKER MYNCHENBERG & ASSOCIATES, INC., FOR FORCE MAIN IMPROVEMENTS FOR LIFT STATIONS 12, 14 AND 16 FOR 64,605.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ENGINEERING CONTRACT WITH PARKER MYNCHENBERG & ASSOCIATES, INC., FOR FORCE MAIN IMPROVEMENTS FOR LIFT STATIONS 12, 14 AND 16 FOR 64,605.00; PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City desires to improve the sewer force mains for Lift Stations 12, 14 and 16 in the Southeast sewer collection area; and

**WHEREAS,** the City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Parker Mynchenberg & Associates, Inc., Resolution 2022-R-23.

**WHEREAS,** Parker Mynchenberg & Associates, Inc., has provided a proposal for engineering design, pricing assistance, contract administration and other miscellaneous services to complete the sewer force main improvements for Lift Stations 12, 14 and 16 to connect directly to master lift station 11 for $64,605.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute the Engineering Contract with Parker Mynchenberg & Associates, Inc., for engineering services to complete sewer force main improvements for Lift Stations 12, 14 and 16 for $64,605.00.

**SECTION 2.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025.**

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

# TECHNICAL MEMORANDUM

To: Josef Grusauskas, City of Holly Hill Public Works Director

From: Kevin Lee, P.E.

CC: Jeff Barnes, City of Holly Hill

Date: Draft: February 5, 2025

**Re: City of Holly Hill – Forcemain Improvements FY25**

## 1.1 – Introduction

The City of Holly Hill Lift Stations (LS) that are being analyzed for improvements consist of Lift Stations 12, 14, and 16. LS 12, 14 and 16 all pump through individual force mains and discharge to the gravity collection system of LS 11. LS 11 then repumps to the City's wastewater treatment plant (WWTP). This report evaluates installing a force main manifold for LS 12, 14, and 16 to pump directly to the wet well at LS 11, which will reduce the flow handled by the LS 11 gravity collection system. This report evaluates the impacts to these three (3) LS's if their force mains were extended and manifolded together.

## 2.1 – Discussion – Existing Conditions (LS 11, LS 12, LS 14, LS 16)

LS 11 is a regional lift station that collects flow from a gravity collection system, and repumps other lift stations throughout Holly Hill. Recent improvements have been made to LS 11 which now has three (3) submersible pumps each with an Operating Point of 1,050 gpm at 45'. LS 11 pumps to a 12" Force main along Magnolia Ave and then to the 16" force main that discharges into the Holly Hill WWTP.

LS 12, 14 and 16 are three (3) of the LS's that LS 11 then re-pumps. A general overview of these LS's are provided below.

LS 12 is an existing lift station along Center Ln. with an Operating Point of 205 gpm at 29.5'. LS 12 collects from a gravity system and pumps through approximately 2,625 LF of 6" force main along Center Ave. At 6$^{th}$ Street it discharges into a manhole in the LS 11 gravity system and is then re-pumped by LS 11.

LS 14 is an existing lift station at 6$^{th}$ Street and Dahlia Ave with an Operating Point of 135 gpm at 41'. LS 14 collects from a gravity system and pumps through a 4" force main along

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

Dahlia Street and then turns East to Acerema St. It discharges into a manhole on the South end of Acerema Street and gets re-pumped by LS 11.

LS 16 is an existing lift station at the corner of 8th Street and Narcissus Ave with an Operating Point of 215 gpm at 50'. LS 16 collects from a gravity system and pumps through a 6" force main along 8th Street, where it discharges into a manhole and gets repumped by LS 11.

Figure 1 shows the lift station locations and a schematic of the force main system. The Operating Point for each lift station can be found in Table 1.

*Figure 1: Existing Force Main Schematic*




*Table 1: Lift Station Operating Points*

| Lift Station | # of Pumps | Operating Point |
|---|---|---|
| LS 11 | 3 | 1,050 gpm @ 45.0' |
| LS 12 | 2 | 205 gpm @ 29.5' |
| LS 14 | 2 | 135 gpm @ 41.0' |
| LS 16 | 2 | 215 gpm @ 50.0' |

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

The existing pump runtimes were evaluated for the period of 6/20/2024 through 12/20/2024. The total runtime of the four (4) pumps is below in Table 2. Average runtimes should be within the range of 4-6 hrs/day. As shown in Table 2, LS 12 has average runtimes above that normal range and should be evaluated further. Due to the long runtimes a field drawdown test was performed on 1/3/25. LS 12 was found to pump 158-176 gpm in the field which is significantly lower than its primary operating flow of 205 gpm. LS 12 needs further evaluation and may require pump upgrades to increase flow rate and decrease average runtimes.

*Table 2: Average Lift Station Runtimes*

| Lift Station | Total Runtime (hrs/day) |
|---|---|
| LS 11 | 6.74 hrs/day |
| LS 12 | 10.94 hrs/day |
| LS 14 | 3.82 hrs/day |
| LS 16 | 6.89 hrs/day |

## 2.2 – Discussion – Proposed Improvements

The proposed improvements to the force main system were evaluated using WaterCAD. The model was used to evaluate manifolding the force main(s) to LS 11 Wet Well for repumping LS 12, 14, and 16. LS 12, 14, and 16 currently pump to a force main that discharges to a sanitary manhole(s). The foreman(s) for LS 12, 14, and 16 will be extended and manifold at 8th Street. Thus, the three (3) lift stations (LS 12, 14 and 16) will directly pump into LS 11 which, will then repump to the WWTP.

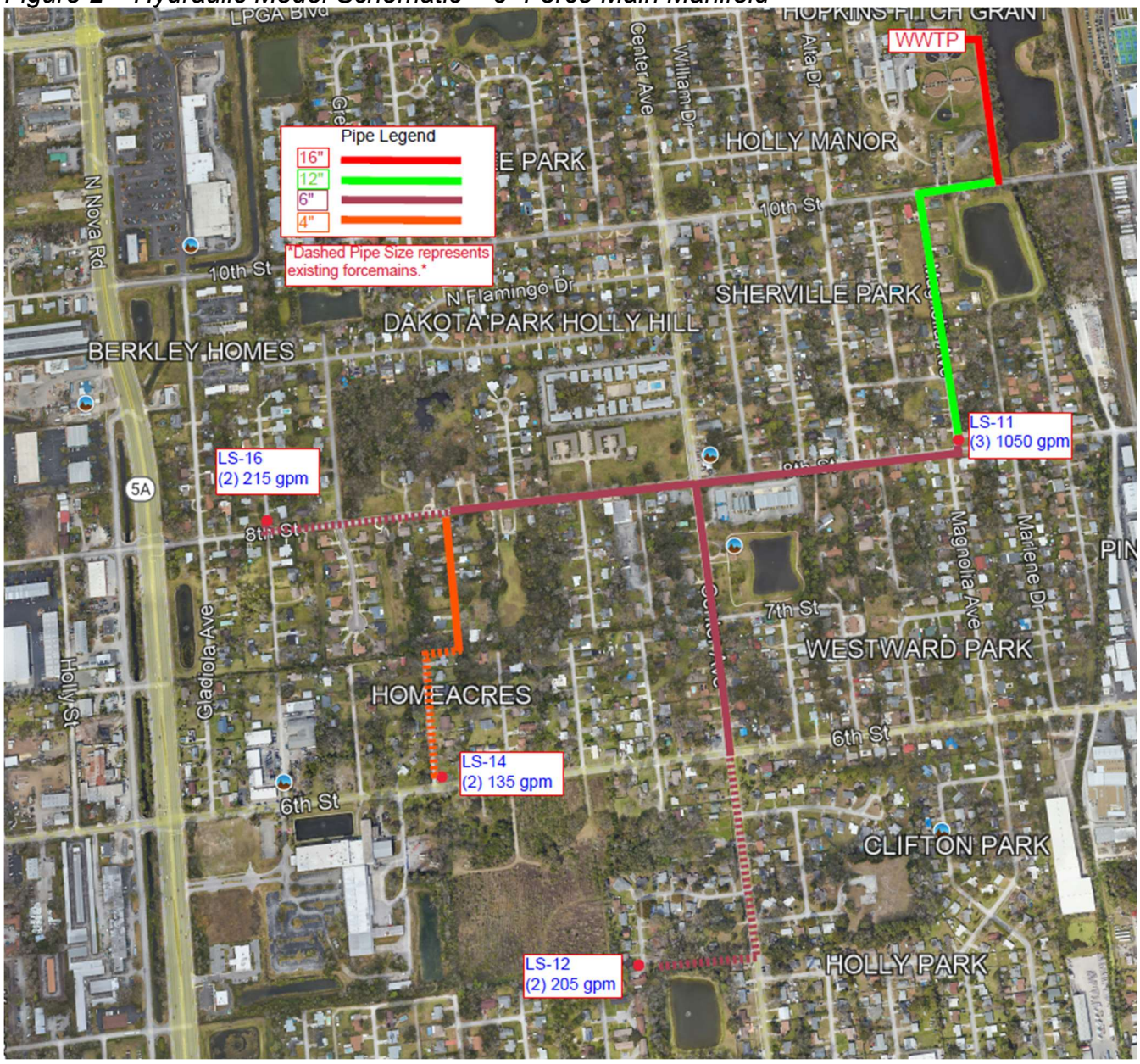
The first model run uses a 6" force main from 8th Street and Center Ave to LS 11. Figure 2 shows the schematic of the proposed manifolded system and the table below shows model results.

*2.2.1 – Run #1 Model Results – Proposed 6" Manifold at Center Ave and 8th Street*

| Lift Station No. | Primary Operating Flow (gpm) | Model Results | |
|---|---|---|---|
| | | Model Flow (gpm) | % Difference |
| 12 | 205 | 83.9 | -59% |
| 14 | 135 | 61.2 | -55% |
| 16 | 215 | 236.4 | +10% |

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

*Figure 2 – Hydraulic Model Schematic – 6" Force Main Manifold*




Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

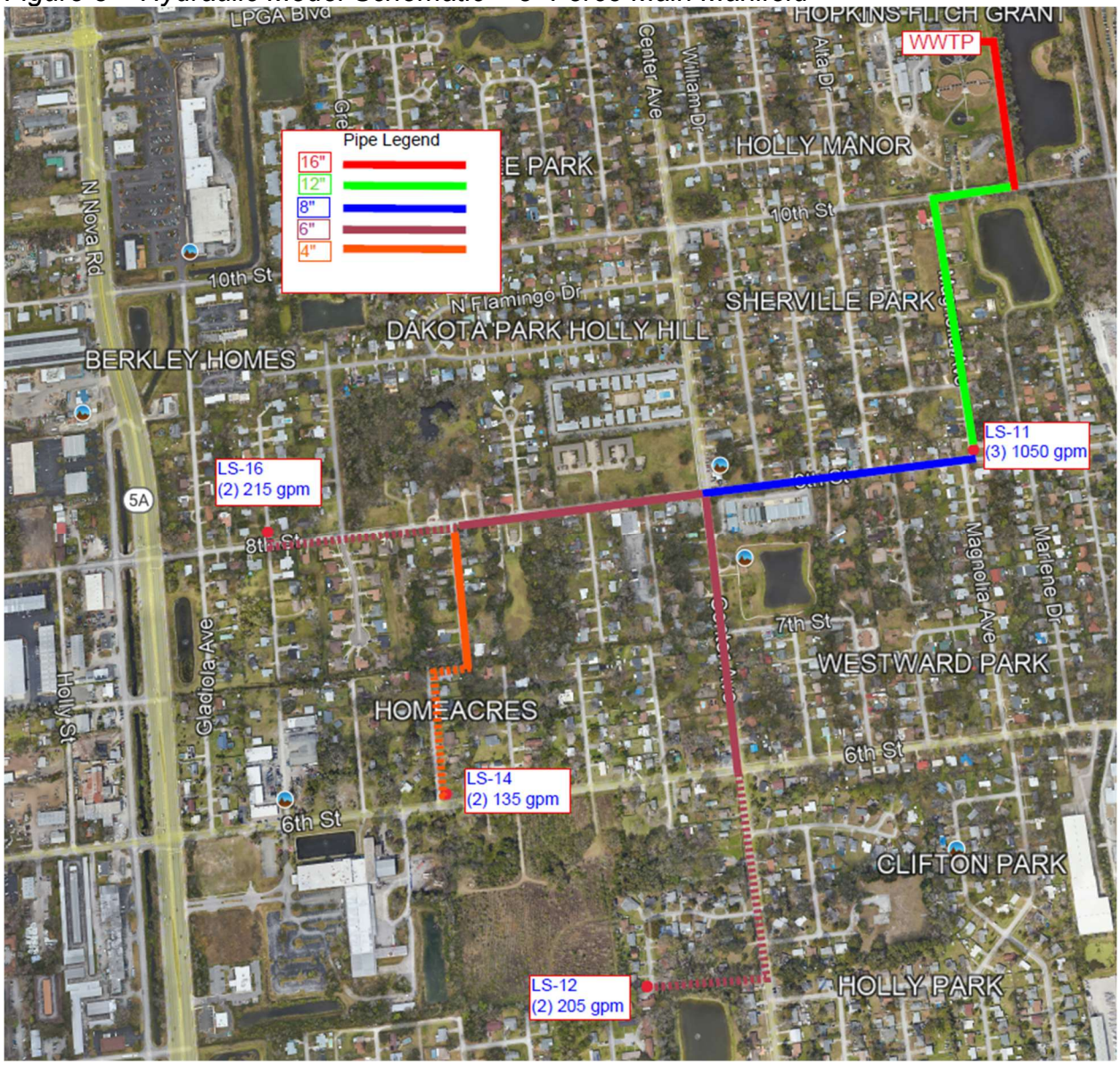
As shown in the model results above; the 6" force main has higher head loss which significantly effects LS 12 and 14.

Model Run #2 increased the force main size to 8" from 8th Street and Center Ave to LS 11. Figure 3 shows the schematic of the proposed manifolded system and the table below shows model results.

*2.2.2 – Run #2 Model Results – Proposed 8" Manifold at Center Ave and 8th Street*

| Lift Station No. | Primary Operating Flow (gpm) | Model Results | |
|---|---|---|---|
| | | Model Flow (gpm) | % Difference |
| 12 | 205 | 173.9 | -15% |
| 14 | 135 | 89.0 | -34% |
| 16 | 215 | 287.9 | +34% |

*Figure 3 – Hydraulic Model Schematic – 8" Force Main Manifold*




Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

As shown in the model results above; the 8” force main has less head loss which results in pump flow rates that are closer to the primary operating flow of these lift stations. LS 14 is impacted by the manifolded force main the most. However, the historical runtimes for that LS are 3.82 hrs/day. The runtimes for LS 14 should be monitored after the force main manifold is constructed.

Model Run #3 uses the 8” manifolded force main and also connects LS 12, 14, and 16 directly to the discharge at LS 11. This would allow LS 12, 14, and 16 to bypass LS 11 and pump directly to the WWTP, reducing flow at LS 11. The table below shows the model results.

*2.2.3 – Run #3 Model Results – Overall Model Pumping Directly to WWTP (FM Tie-In Pressure EL 32)*

| Lift Station No. | Primary Operating Flow (gpm) | Model Results | |
|---|---|---|---|
| | | Model Flow (gpm) | % Difference |
| 12 | 205 | 0.0 | -100% |
| 14 | 135 | 33.5 | -75% |
| 16 | 215 | 193.9 | -10% |

With all of the LS’s manifolded directly to the WWTP; LS 12 and 14 are significantly impacted and would not be able to function properly. The proposed construction improvements will include valving to manifold directly into the LS 11 discharge piping. However; this should only be used in an extreme emergency or after LS 12, 14 and 16 have larger pumps installed.

Detailed model results are provided in Appendix A.

**3.1 – Recommendations**

Based on the results of the three (3) model runs, it is recommended to manifold an 8” forcemain at Center Ave and 8$^{th}$ Street to tie LS-12, 14, and 16 together and discharge to the LS 11 wet well and then LS 11 will re-pump to the WWTP. The 8” manifold resulted in the closest model flow to the original design operating points.

It is also recommended that LS 12 have additional investigation into the low flow rate measured in the field to determine if new pumps or increased pumps are currently needed. Larger pumps in LS 12 will increase the flow rate and decrease the average runtimes.

LS-12, 14, and 16 cannot be directly pumped to the WWTP. LS-12 is not able to overcome the head condition and “dead heads” with a model flow equal to 0.0 gpm. Pumping directly to the WWTP also underperforms severely for LS-14 (75% reduction in flow). The force main design will include manifold piping and valves to allow for these lift stations to pump directly to the WWTP but only in an extreme emergency.

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

# City of Holly Hill - Forcemain Improvements FY25

## Budgetary Cost Estimate

**FORCEMAIN SYSTEM** **TOTAL**

| BID ITEM | DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1. | MOT | 1 | LS | $ 7,500.00 | $ 7,500.00 |
| 2. | Survey Layout | 1 | LS | $ 4,000.00 | $ 4,000.00 |
| 3. | 4" Force Main PVC (DR-18) C-900 | 730 | LF | $ 100.00 | $ 73,000.00 |
| 4. | 6" Force Main PVC (DR-18) C-900 | 2,105 | LF | $ 120.00 | $ 252,600.00 |
| 5. | 8" Force Main PVC (DR-18) C-900 | 1,380 | LF | $ 140.00 | $ 193,200.00 |
| 6. | As-Built Plans | 1 | LS | $ 4,500.00 | $ 4,500.00 |
| 7. | Restoration | 1 | LS | $ 75,000.00 | $ 75,000.00 |
| | | | | **SUBTOTAL** | **$ 609,800.00** |
| | | | | **20% CONTINGENCY** | **$ 121,960.00** |
| | | | | **TOTAL** | **$ 731,760.00** |
| 8. | LS 12 Pump Upgrades | 1 | LS | $ 90,000.00 | **$ 90,000.00** |
| | | | | **20% CONTINGENCY** | **$ 18,000.00** |
| | | | | **SUBTOTAL** | **$ 108,000.00** |
| | | | | **GRAND TOTAL** | **$ 839,760.00** |

This Engineer's Estimate of Cost is based upon Contractor prices that have been recently received in our office. The Estimate of Cost is not a guarantee, only a professional opinion as to cost for items in similar projects in this area. The final Unit Prices will be a function of the economic factions at the time the project is offered for bidding purposes.

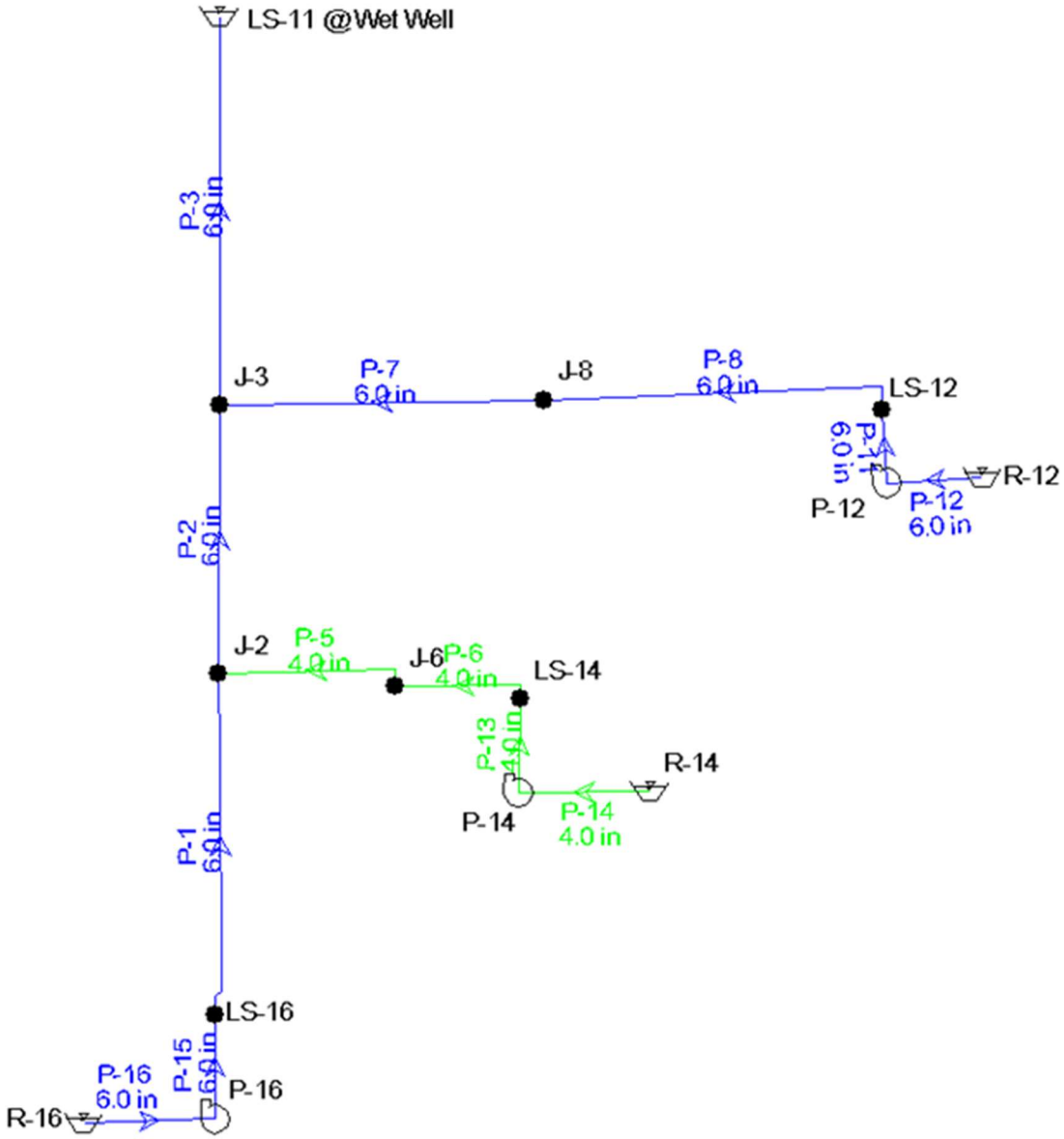
Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

# APPENDIX A – DETAILED MODEL RESULTS

## 1.1 – Run #1 – Proposed 6” Manifold at Center Ave and 8th Street

### 1.1.1 – Nodal Diagram




Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

## 1.1.2 – Junction Report

| Label | Description | Elevation (ft) | Zone | Type | Base Flow (gpm) | Pattern | Demand (Calculated) (gpm) | Calculated Hydraulic Grade (ft) | Pressure (psi) |
|---|---|---|---|---|---|---|---|---|---|
| LS-16 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 43.43 | 18.79 |
| J-2 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 34.28 | 14.83 |
| J-3 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 25.39 | 10.99 |
| J-6 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 37.28 | 16.13 |
| LS-14 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 39.67 | 17.17 |
| J-8 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 26.70 | 11.55 |
| LS-12 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 28.09 | 12.15 |

## 1.1.3 – Pipe Report

| Label | Length (ft) | Diameter (in) | Material | Hazen-Williams C | Check Valve? | Minor Loss Coefficient | Control Status | Discharge (gpm) | Upstream Structure Hydraulic Grade (ft) | Downstream Structure Hydraulic Grade (ft) | Pressure Pipe Headloss (ft) | Velocity (ft/s) | Headloss Gradient (ft/1000ft) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| P-1 | 1,310.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 236.35 | 43.43 | 34.28 | 9.16 | 2.68 | 6.99 |
| P-2 | 830.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 297.51 | 34.28 | 25.39 | 8.88 | 3.38 | 10.70 |
| P-5 | 730.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -61.16 | 34.28 | 37.28 | 3.01 | 1.56 | 4.12 |
| P-6 | 580.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -61.16 | 37.28 | 39.67 | 2.39 | 1.56 | 4.12 |
| P-7 | 1,275.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -83.85 | 25.39 | 26.70 | 1.31 | 0.95 | 1.03 |
| P-8 | 1,350.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -83.85 | 26.70 | 28.09 | 1.38 | 0.95 | 1.03 |
| P-11 | 15.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -83.85 | 28.09 | 28.10 | 0.02 | 0.95 | 1.03 |
| P-12 | 20.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -83.85 | -7.02 | -7.00 | 0.02 | 0.95 | 1.03 |
| P-13 | 20.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -61.16 | 39.67 | 39.76 | 0.08 | 1.56 | 4.12 |
| P-14 | 28.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -61.16 | -5.12 | -5.00 | 0.12 | 1.56 | 4.12 |
| P-15 | 22.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -236.35 | 43.43 | 43.59 | 0.15 | 2.68 | 6.99 |
| P-16 | 28.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -236.35 | -5.20 | -5.00 | 0.20 | 2.68 | 6.99 |
| P-3 | 1,380.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 381.36 | 25.39 | 2.00 | 23.39 | 4.33 | 16.95 |

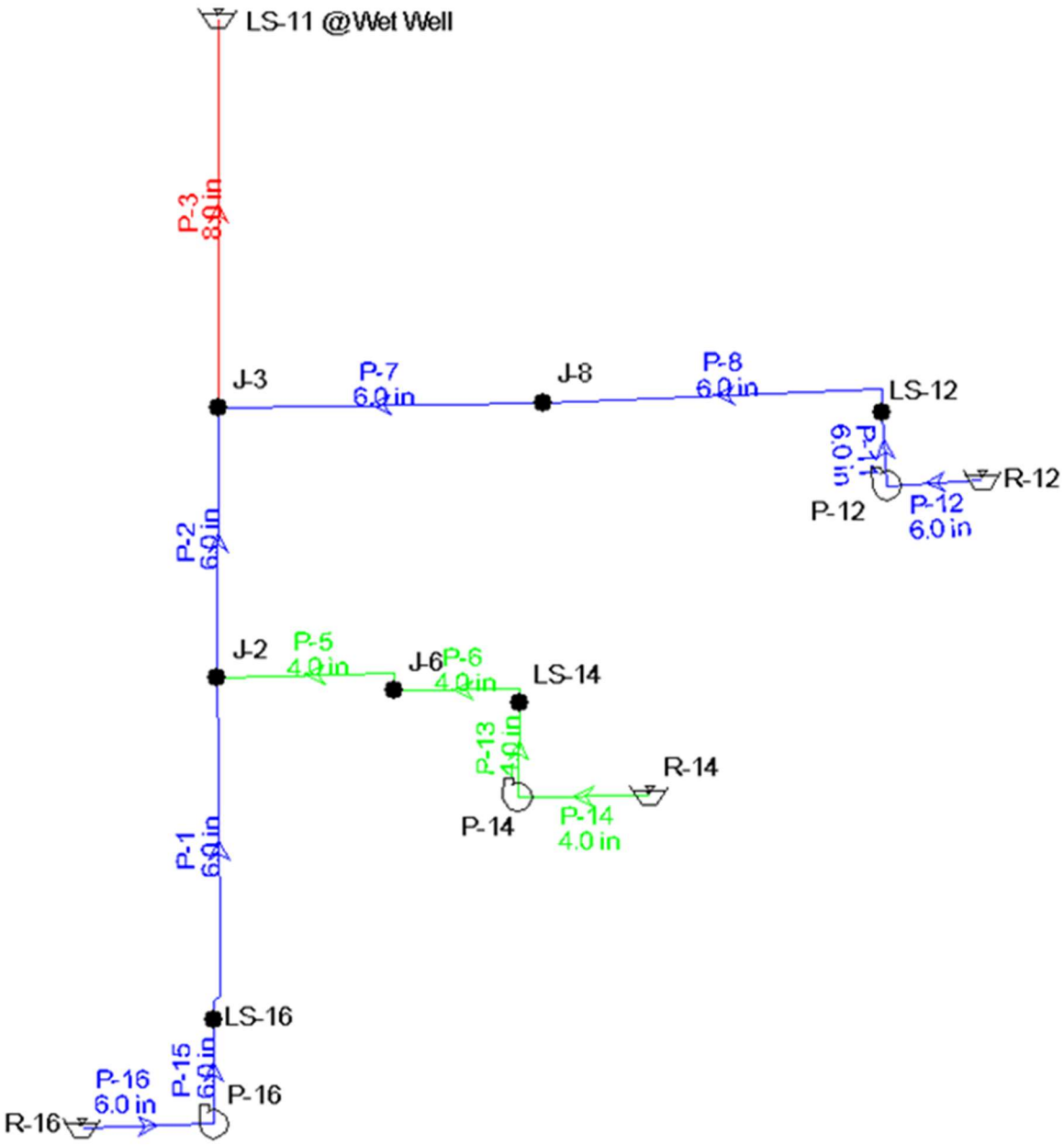
## 1.1.4 – Pump Report

| Label | Elevation (ft) | Control Status | Intake Pump Grade (ft) | Discharge Pump Grade (ft) | Discharge (gpm) | Pump Head (ft) | Calculated Water Power (Hp) |
|---|---|---|---|---|---|---|---|
| P-12 | 0.00 | On | -7.02 | 28.10 | 83.85 | 35.12 | 0.74 |
| P-14 | 0.00 | On | -5.12 | 39.76 | 61.16 | 44.87 | 0.69 |
| P-16 | 0.00 | On | -5.20 | 43.59 | 236.35 | 48.78 | 2.91 |

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

## 1.2 – Run #2 – Proposed 8” Manifold at Center Ave and 8th Street

### 1.2.1 – Nodal Diagram




Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

## 1.2.2 – Junction Report

| Label | Description | Elevation (ft) | Zone | Type | Base Flow (gpm) | Pattern | Demand (Calculated (gpm) | Calculated Hydraulic Grade (ft) | Pressure (psi) |
|---|---|---|---|---|---|---|---|---|---|
| LS-16 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 40.35 | 17.46 |
| J-2 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 27.15 | 11.75 |
| J-3 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 13.38 | 5.79 |
| J-6 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 33.18 | 14.36 |
| LS-14 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 37.97 | 16.43 |
| J-8 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 18.43 | 7.98 |
| LS-12 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 23.78 | 10.29 |

## 1.2.3 – Pipe Report

| Label | Length (ft) | Diameter (in) | Material | Hazen-Williams C | Check Valve? | Minor Loss Coefficient | Control Status | Discharge (gpm) | Upstream Structure Hydraulic Grade (ft) | Downstream Structure Hydraulic Grade (ft) | Pressure Pipe Headloss (ft) | Velocity (ft/s) | Headloss Gradient (ft/1000ft) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| P-1 | 1,310.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 287.90 | 40.35 | 27.15 | 13.19 | 3.27 | 10.07 |
| P-2 | 830.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 376.93 | 27.15 | 13.38 | 13.77 | 4.28 | 16.59 |
| P-5 | 730.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -89.03 | 27.15 | 33.18 | 6.03 | 2.27 | 8.26 |
| P-6 | 580.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -89.03 | 33.18 | 37.97 | 4.79 | 2.27 | 8.26 |
| P-7 | 1,275.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -173.94 | 13.38 | 18.43 | 5.05 | 1.97 | 3.96 |
| P-8 | 1,350.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -173.94 | 18.43 | 23.78 | 5.35 | 1.97 | 3.96 |
| P-11 | 15.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -173.94 | 23.78 | 23.84 | 0.06 | 1.97 | 3.96 |
| P-12 | 20.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -173.94 | -7.08 | -7.00 | 0.08 | 1.97 | 3.96 |
| P-13 | 20.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -89.03 | 37.97 | 38.14 | 0.17 | 2.27 | 8.26 |
| P-14 | 28.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -89.03 | -5.23 | -5.00 | 0.23 | 2.27 | 8.26 |
| P-15 | 22.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -287.90 | 40.35 | 40.57 | 0.22 | 3.27 | 10.07 |
| P-16 | 28.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -287.90 | -5.28 | -5.00 | 0.28 | 3.27 | 10.07 |
| P-3 | 1,380.00 | 8.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 550.87 | 13.38 | 2.00 | 11.38 | 3.52 | 8.25 |

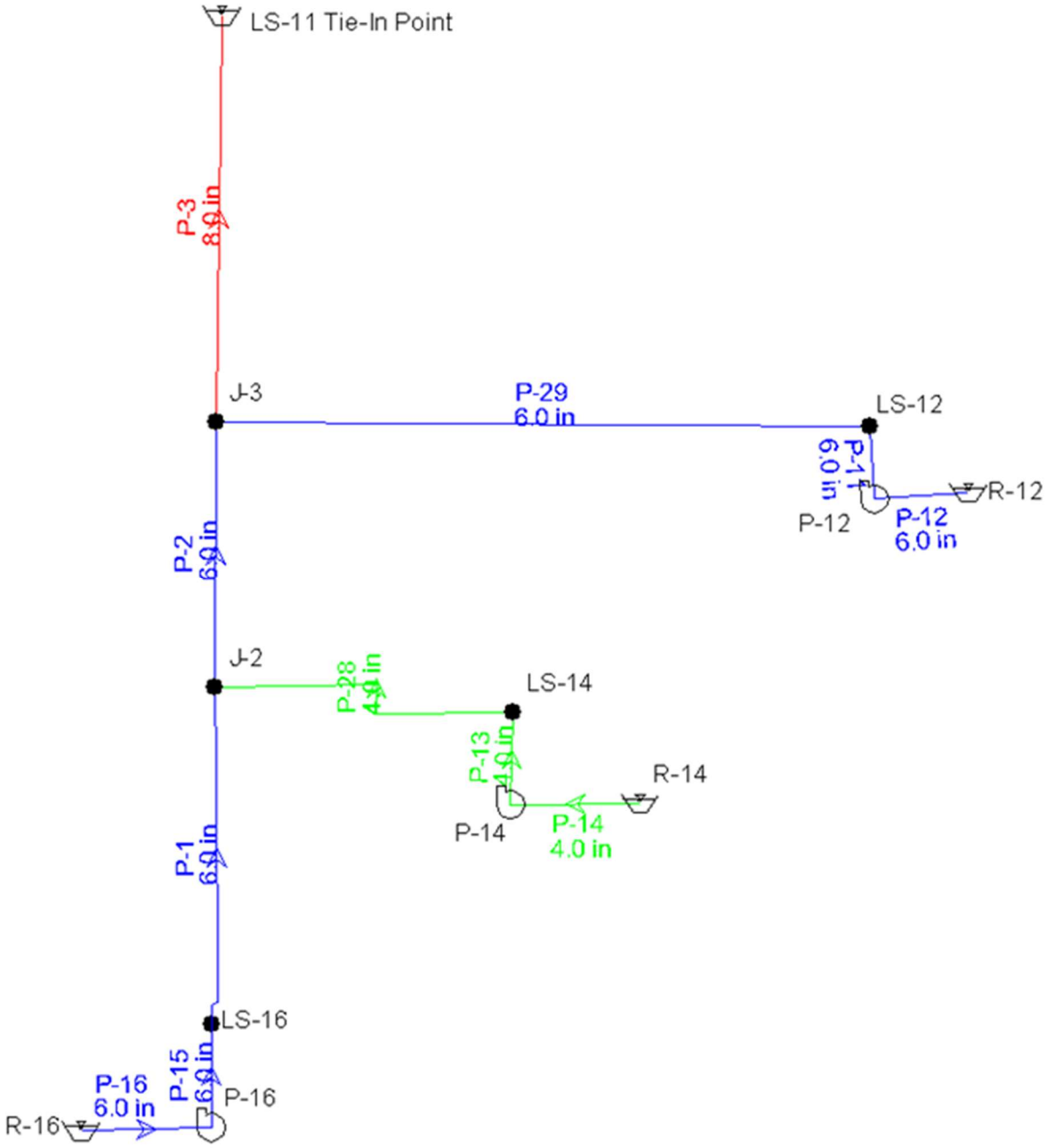
## 1.2.4 – Pump Report

| Label | Elevation (ft) | Control Status | Intake Pump Grade (ft) | Discharge Pump Grade (ft) | Discharge (gpm) | Pump Head (ft) | Calculated Water Power (Hp) |
|---|---|---|---|---|---|---|---|
| P-12 | 0.00 | On | -7.08 | 23.84 | 173.94 | 30.92 | 1.36 |
| P-14 | 0.00 | On | -5.23 | 38.14 | 89.03 | 43.37 | 0.97 |
| P-16 | 0.00 | On | -5.28 | 40.57 | 287.90 | 45.85 | 3.33 |

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

## 1.3 – Overall Model Pumping Directly to WWTP (FM Tie-In Pressure EL 32)

### 1.3.1 – Nodal Diagram




Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

## 1.3.2 – Junction Report

| Label | Description | Elevation (ft) | Zone | Type | Base Flow (gpm) | Pattern | Demand Calculated (gpm) | Calculated Hydraulic Grade (ft) | Pressure (psi) |
|---|---|---|---|---|---|---|---|---|---|
| LS-16 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 45.96 | 19.89 |
| J-2 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 39.61 | 17.14 |
| J-3 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 34.21 | 14.80 |
| LS-14 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 41.38 | 17.91 |
| LS-12 | | 0.00 | Zone | Demand | 0.00 | Fixed | 0.00 | 34.21 | 14.80 |

## 1.3.3 – Pipe Report

| Label | Length (ft) | Diameter (in) | Material | Hazen-Williams C | Check Valve? | Minor Loss Coefficient | Control Status | Discharge (gpm) | Upstream Structure Hydraulic Grade (ft) | Downstream Structure Hydraulic Grade (ft) | Pressure Pipe Headloss (ft) | Velocity (ft/s) | Headloss Gradient (ft/1000ft) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| P-1 | 1,310.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 193.93 | 45.96 | 39.61 | 6.35 | 2.20 | 4.85 |
| P-2 | 830.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 227.44 | 39.61 | 34.21 | 5.40 | 2.58 | 6.51 |
| P-3 | 1,380.00 | 8.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 227.44 | 34.21 | 32.00 | 2.21 | 1.45 | 1.60 |
| P-11 | 15.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 0.00 | 34.21 | 34.21 | 0.00 | 0.00 | 0.00 |
| P-12 | 20.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 0.00 | -7.00 | -7.00 | 0.00 | 0.00 | 0.00 |
| P-13 | 20.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -33.50 | 41.38 | 41.41 | 0.03 | 0.86 | 1.35 |
| P-14 | 28.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -33.50 | -5.04 | -5.00 | 0.04 | 0.86 | 1.35 |
| P-15 | 22.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -193.93 | 45.96 | 46.07 | 0.11 | 2.20 | 4.85 |
| P-16 | 28.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | -193.93 | -5.14 | -5.00 | 0.14 | 2.20 | 4.85 |
| P-29 | 2,625.00 | 6.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 0.00 | 34.21 | 34.21 | 0.00 | 0.00 | 0.00 |
| P-28 | 1,310.00 | 4.0 | Ductile Iro | 110.0 | false | 0.00 | Open | 33.50 | 41.38 | 39.61 | 1.77 | 0.86 | 1.35 |

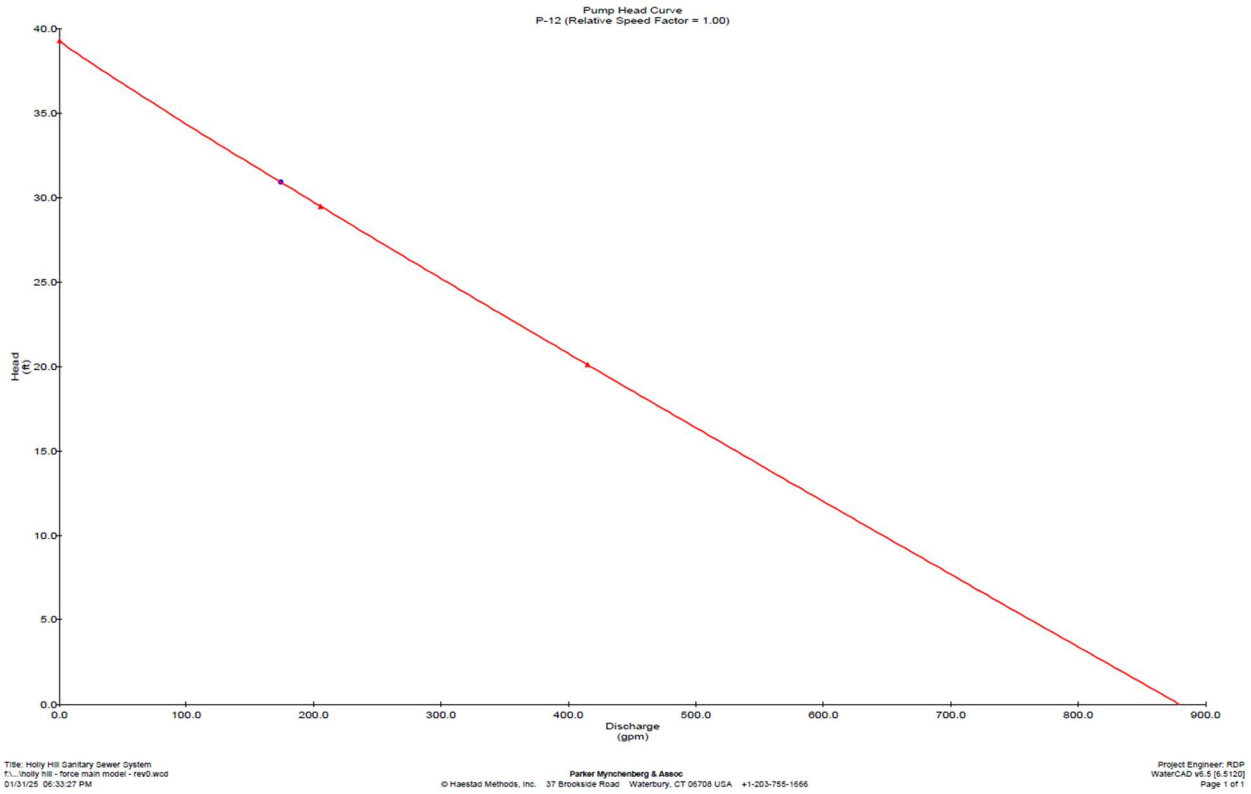
## 1.3.4 – Pump Report

| Label | Elevation (ft) | Control Status | Intake Pump Grade (ft) | Discharge Pump Grade (ft) | Discharge (gpm) | Pump Head (ft) | Calculated Water Power (Hp) |
|---|---|---|---|---|---|---|---|
| P-12 | 0.00 | Pump cannot deliver head (C | -7.00 | 34.21 | 0.00 | 0.00 | 0.00 |
| P-14 | 0.00 | On | -5.04 | 41.41 | 33.50 | 46.45 | 0.39 |
| P-16 | 0.00 | On | -5.14 | 46.07 | 193.93 | 51.20 | 2.51 |

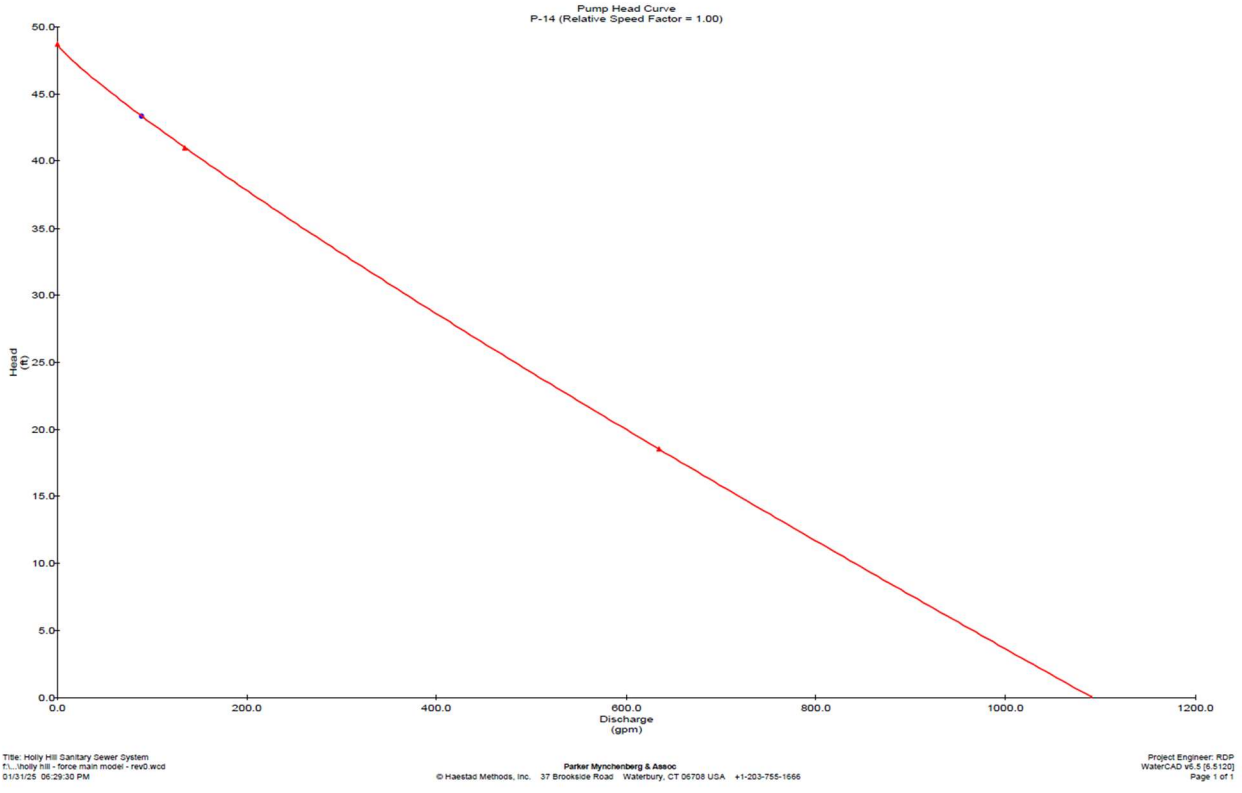
Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

## 1.4 – Lift Station and Pump Inputs

### 1.4.1 Lift Station #12 Pump Curve

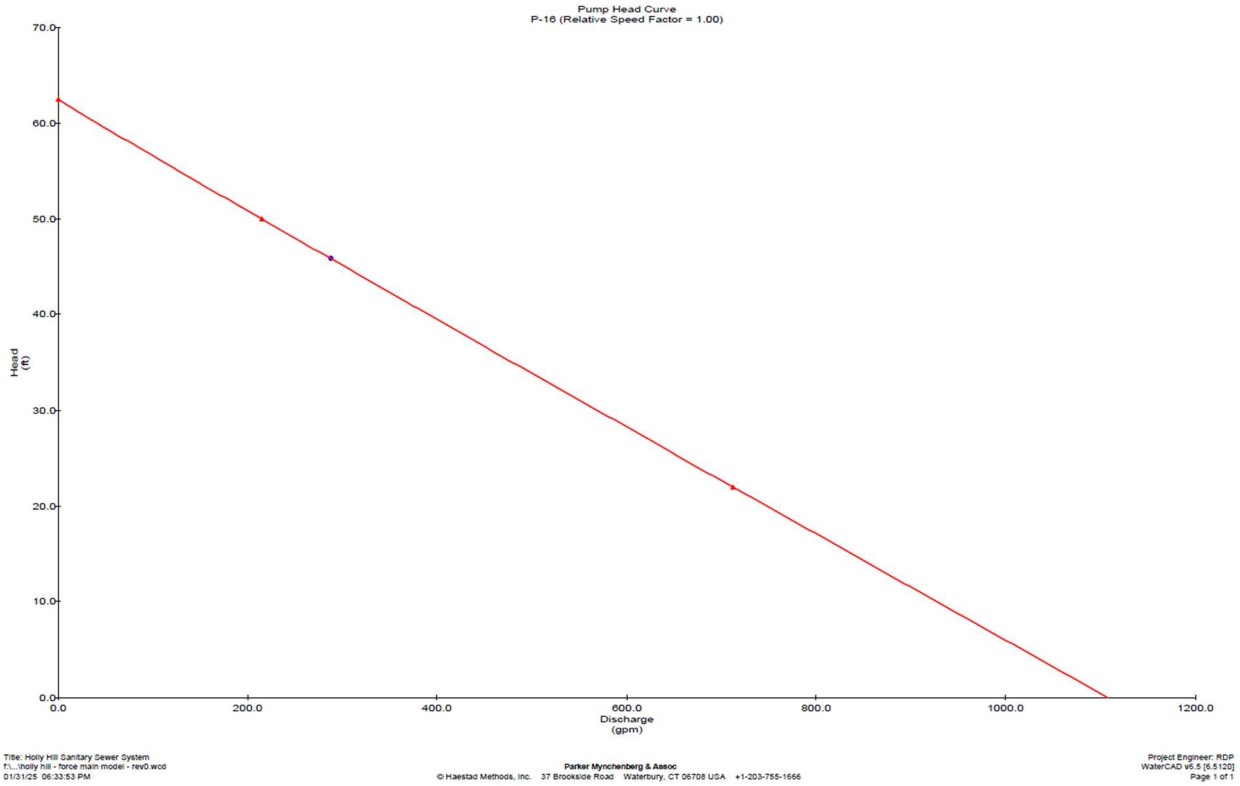



### 1.4.2 Lift Station #14 Pump Curve




Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

### 1.4.3 Lift Station #16 Pump Curve




### 1.4.4 Reservoir Tables for LS 12, 14, and 16

| Reservoir for each Lift Station | Reservoir EL |
|---|---|
| R-12 @ LS 12 | -7.0 |
| R-14 @ LS 14 | -5.0 |
| R-16 @ LS 16 | -5.0 |
| R-11 @ LS 11 | 2.0 |

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

# APPENDIX B - FIELD DRAWDOWN TEST RESULTS

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

The following are results of drawdown tests that were performed in the field with City of Holly Hill Staff.

| Lift Station No. | Primary Operating Flow (gpm) | Drawdown Results (gpm) | | |
|---|---|---|---|---|
| | | Estimated Inflow (gpm) | Pump #1 | Pump #2 |
| 12 | 205 | 10 | 158.0 | 176.3 |
| 14 | 135 | 25 | 264.4 | 264.4 |
| 16 | 215 | 25 | 299.6 | 282.0 |

Attachment: EXHIBIT A - Tech Memo - Forcemain Improvements FY25 (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

January 30, 2025

Mr. Josef Grusanskas
Wastewater Manager
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Via email: jgrusauskas@hollyhillfl.org

**Re: CITY OF HOLLY HILL – FY25 FORCE MAIN IMPROVEMENTS**
**Professional Engineering Services Proposal**

Dear Mr. Grusanskas:

We are pleased to offer the Professional Engineering Services for the above reference project. The project includes construction of force main extensions to manifold Lift Stations 12, 14, and 16 to pump directly into the LS 11 wet well. The proposed project was evaluated in a technical memorandum that shows a conceptual design and provided pipe size recommendations based on hydraulic modeling the various options. The recommendations included 730 LF of 4", 2,105 LF of 6", and 1,380 LF of 8" force main. The force main extension will include the primary connection to the LS 11 wet well and valves to connect to the LS 11 force main for emergency bypass scenarios.

The City would like to design and permit the entire project but it might be constructed in multiple phases. The proposed force main will be installed by directional drill and is anticipated to be constructed by a contractor that has a continuing contract with the City. The roadways are all City roads which do not require R/W permitting for City projects.

This Professional Services Proposal includes design, permitting, and construction phase services. The Construction phase services within this proposal cover the first phase of construction, if the pipeline is constructed in multiple phases. The additional construction phase services will be under separate proposal.

**The Scope of Work is as follows:**

**PART A – DESIGN PHASE**

1. Coordinate with Owner
2. Coordinate with the following Consultants:
    a. Surveyor
    b. Geotechnical Engineer
3. Prepare construction plans and specifications
4. Submit plans and specifications to the City for review at 60% and 90% completion
5. Incorporate City review comments into the bid documents
6. Florida Department of Environmental Protection (FDEP)
    a. Prepare, Submit, and Obtain FDEP Wastewater Permit

**PART B – PRICING ASSISTANCE**

1. Pricing Assistance
    a. Submit plans to the City's Continuing Contractor for pricing
    b. Provide responses to Contractors questions
    c. Review and check Contractor pricing

**PART C – CONTRACT ADMINISTRATION AND PROJECT CERTIFICATION**

1. Contract Administration
    a. Attend Pre-Construction Meeting
    b. Review Shop Drawings

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

c. Attend Progress Meetings
d. Pay Request Review and Approval

2. Project Close-out
   a. Review As-builts
   b. Perform Final Inspection
   c. Attend onsite walkthrough with City Staff and Contractor
   d. Create Engineering Punchlist
   e. Re-inspect Site for Completeness

**PART D – SUBCONSULTANTS**

1. Subconsultant allowance for the Geotechnical Engineer. Subconsultant cost will be billed at actual cost plus 5%.

**PART E – MISCELLANEOUS**

1. Expenses (including reproducibles, mileage, postage, etc.)

**Not included in the above Scope of Work are as follows:**

1. Permit application and fees (to be borne by the Owner).
2. Boundary, topographic, jurisdictional wetland, and tree survey (by a registered land surveyor).
3. Preparation of Easement Sketch and Legal Descriptions (if required).
4. Wetland Jurisdictional determination/flagging (including but not limited to vegetation mapping, on-site endangered or protected species inventory and environmental permitting associated with site plan approval, stormwater and dredge and fill permitting (mitigation plan) (if required) (PMA to provide environmental ACOE consultant, dredge and fill exhibit only). Obtaining the Army Corp of Engineer's Permit for wetlands impacts is the sole responsibility of the environmental consultant. PMA will assist with exhibits etc. However, the wetland jurisdiction impacts, mitigation plan, and obtaining the permit are NOT included in PMA's scope of work.
5. Preparation of Architectural Building Plans and Elevations. (to be prepared by Project Architect).
6. Preparation of Signage Plans (to be provided by architect or sign company).
7. Geotechnical Soil Testing (to be performed by a Geotechnical Engineer) (if required).
8. Cultural Assessment Survey and Report in response to the Division of Historical Resources (if required).
9. Preparation and assistance associated with LEED design certification.
10. Title Opinion.
11. Traffic Studies (to be prepared by Traffic Engineer) (if required).
12. Preparation of Environmental Reports (if required by the County/SJRWMD).
13. Comprehensive Plan, Rezoning Amendments and Future Land Use Modification (if required).
14. Preparation of Structural Permit Applications.
15. Preparation of Colored Renderings.
16. Preparation of a Lighting Plan including Photometric Plan and Lift Station Electrical Service and Electrical Design. (to be prepared by an Electrical Engineer).
17. Gopher Tortoise Survey or Permitting Relocation.
18. Preparation of an Endangered and Threatened Species Report.
19. Onsite Construction supervision.
20. Electrical Service or Distribution Design (by Electrical Engineer).
21. Attendance at Public Hearings, including Neighborhood Meetings, Planning Board, Redevelopment Board and City Commission Meetings unless specially included in the Scope of Work.
22. Coordination of Telephone, Gas, Cable, and Power (PMA to provide plans only to private utilities).
23. Traffic Fair Share Agreement.
24. Sanitary Pump Station Design and Permitting (if required)
25. As-Built of civil, landscaping and irrigation improvements (to be prepared by a registered land surveyor or sub-contractor as part of their contract).
26. Required bacteriological testing in conjunction with water main clearance (if required).
27. FDEP NPDES Notice of Intent (NOI) Permit (To be applied and obtained by the Contractor through the FDEP. PMA will assist but obtaining the NOI is NOT included in PMA's Scope of Work)
28. Bidding

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

I anticipate the Professional Engineering Fee associated with the above Scope of Work not to exceed the following:

| | | |
|---|---|---|
| **PART A – DESIGN PHASE:** | **$** | **40,540.00** |
| **PART B – PRICING ASSISTANCE:** | **$** | **2,275.00** |
| **PART C – CONTRACT ADMINISTRATION:** | **$** | **14,290.00** |
| **PART D – SUBCONSULTANTS:** | **$** | **6,500.00** |
| **PART E – MISCELLANEOUS:** | **$** | **1,000.00** |
| **TOTAL:** | **$** | **64,605.00** |

**SIXTY-FOUR THOUSAND SIX HUNDRED FIVE DOLLARS AND 00/100**

Please note that miscellaneous expenses such as reproducibles, mileage, postage, etc. are estimated and included in the above Scope of Work. Billing will be monthly, based on the ***Hourly Rate Schedule*** included with this proposal.

After reviewing this proposal, if it meets with your approval, please execute the ***Professional Service Agreement*** and return to me as the Notice to Proceed. Please feel free to call with any questions you may have concerning this proposal or the project in general.

Thank you for considering Parker Mynchenberg & Associates, Inc. for your Professional Engineering needs.

Yours truly,

Parker Mynchenberg, P.E., R.L.A.

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

# PROFESSIONAL SERVICES AGREEMENT

**CLIENT HEREBY REQUESTS THE PERFORMANCE OF THE SERVICES IDENTIFIED IN THE DETAILED SCOPE OF WORK.**

**FEE BASIS**

☒ Schedule of Hourly Rates Attached
☒ Miscellaneous Expenses
☒ Lump Sum Not to Exceed Fee

**PAYMENT BASIS**

☒ Monthly
☐ At time of Completion
☐ Retainer Required: $ N/A

**LIABILITY LIMITATION**

*To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of $1,000,000. or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.*

**SERVICE CHARGE**

*On all amounts not paid within 30 days from date of invoice, a service charge will be made of 1.5% per month (18% per annum). This service charge shall be applied to the total outstanding balance due.*

**VENUE and COST OF LITIGATION**

*On all amounts not paid within 30 days from the date of invoice, the Client shall be responsible for all collection costs, including but not limited to Attorney's fees. In the event of a fee dispute, venue of any litigation to resolve said dispute shall be in Volusia County, Florida. Reasonable attorney's fees and costs shall be assessed for the prevailing party against the losing party in any litigation pertaining to collection fees or costs accrued, as a result of the representation outlined by the proposal.*

Work shall commence upon execution of the Professional Services Agreement.

**FOR: PARKER MYNCHENBERG & ASSOCIATES, INC.**

BY: _____
Parker Mynchenberg, President

DATE: 01/30/2025

**FOR: THE CLIENT**

BY: _____

TITLE: _____

DATE: _____

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

# HOURLY RATE SCHEDULE

| | |
|---|---|
| Principal Engineer | $300.00/hour |
| Senior Project Engineer | $250.00/hour |
| Landscape Architect | $250.00/hour |
| Project Engineer | $175.00/hour |
| Senior CAD Technician | $150.00/hour |
| CAD Technician | $130.00/hour |
| Administrative | $ 55.00/hour |

# STANDARD RATE FOR MISCELLANEOUS EXPENSES

**PRINTS**

| | |
|---|---|
| 24”x36” | $2.00/ea. |
| 30”x42” | $3.00/ea. |
| 36”x48” | $4.00/ea. |
| 42”x60” | $6.00/ea. |

**REPRODUCIBLES**

| | |
|---|---|
| Mylar | $20.00/ea. |

**COPIES**

| | |
|---|---|
| 8.5”x11” | $0.25/ea. |
| 8.5”x14” | $0.35/ea. |
| 11”x17” | $0.40/ea. |
| Color | $1.50/ea. |

**OTHER**

| | |
|---|---|
| Mileage | $0.75/mile |
| Postage | Current Rate |
| Phone Calls | As Billed |

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

## FEE MATRIX

| Task | Description | Senior Principal Engineer (PE) $ 250 | Project Engineer (EI) $ 175 | Senior CAD Technician $ 150 | Clerical $ 55 | Man Hours | Cost | Total |
|---|---|---|---|---|---|---|---|---|
| **PART A – DESIGN PHASE** | | | | | | | | |
| 1) | Coordinate with Owner | 8 | 4 | - | 4 | 16.0 | $2,920.00 | |
| 2) | Coordinate with Consultants | 4 | 4 | 8 | 4 | 20.0 | $3,120.00 | |
| 3) | Prepare Construction Plans and Specifications | | | | | | | |
| | 60% Plans and Specifications | 8 | 20 | 56 | 8 | 92.0 | $14,340.00 | |
| | 90% Plans and Specifications | 4 | 12 | 24 | 8 | 48.0 | $7,140.00 | |
| | 100% Plans and Specifications | 4 | 8 | 16 | 4 | 32.0 | $5,020.00 | |
| 4) | Submit Plans for Review | 2 | 2 | 8 | 2 | 14.0 | $2,160.00 | |
| 5) | Finalize Plans | 2 | 4 | 16 | 4 | 26.0 | $3,820.00 | |
| 6) | FDEP Sewer Permitting | 2 | 4 | 4 | 4 | 14.0 | $2,020.00 | **$40,540.00** |
| **PART B - PRICING ASSISTANCE** | | | | | | | | |
| 1) | Submit Plans to the City's Continuing Contractor | 1 | - | - | 2 | 3.0 | $360.00 | |
| 2) | Provide Responses to Contractor's Questions | 2 | 4 | 2 | 1 | 9.0 | $1,555.00 | |
| 3) | Review Contractor Pricing | 1 | - | - | 2 | 3.0 | $360.00 | **$2,275.00** |
| **PART C – CONTRACT ADMINISTRATION** | | | | | | | | |
| 1) | Attend Preconstruction Meeting | - | 2 | - | 2 | 4.0 | $460.00 | |
| 2) | Attend Monthly on-site meetings | 8 | 16 | - | 6 | 30.0 | $5,130.00 | |
| 3) | Shop drawing review | 2 | 4 | - | 2 | 8.0 | $1,310.00 | |
| 4) | Substantial and final walk-thru/punch list | 4 | 4 | - | 2 | 10.0 | $1,810.00 | |
| 5) | As-built review and certification | - | 2 | 4 | 2 | 8.0 | $1,060.00 | |
| 6) | RFI's | 2 | 8 | 4 | 2 | 16.0 | $2,610.00 | |
| 7) | Field Change Orders | 2 | 4 | 4 | 2 | 12.0 | $1,910.00 | **$14,290.00** |
| **PART D - SUBCONSULTANTS** | | | | | | | | |
| 1) | Geotechnical Allowance | - | - | - | - | 0.0 | $6,500.00 | **$6,500.00** |
| **PART E - MISCELLANEOUS** | | | | | | | | |
| 1) | Expenses (including reproducibles, mileage, postage, etc.) | - | - | - | - | 0.0 | $1,000.00 | **$1,000.00** |
| | | 56 | 102 | 146 | 61 | 365 | | |
| | | $14,000.00 | $17,850.00 | $21,900.00 | $3,355.00 | | $64,605.00 | **$64,605.00** |
| | | | | | | | **$64,605.00** | |

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force

Materials Testing
Geotechnical Engineering
Environmental
Building Sciences & Safety
Inspections & Code Compliance
Virtual Design Consulting

January 24, 2025

Mr. Parker Mynchenberg, P.E., R.L.A.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117

**Reference:** **Proposal For Geotechnical Evaluation**
Holly Hill Force Main Improvements - 8th Street
Holly Hill, Volusia County, Florida
UES Opportunity No. 0430.0125.00037
UES Proposal No. 2025D-105

Dear Mr. Mynchenberg:

UES Professional Solutions, LLC is pleased to present this proposal to conduct a geotechnical evaluation for the proposed project in Holly Hill, Florida. This proposal has been prepared in response to a request made by Mr. Kevin Lee with Parker Mynchenberg & Associates, Inc.

**PROJECT INFORMATION**

Project information has been provided to us during correspondence with Mr. Kevin Lee with Parker Mynchenberg & Associates, Inc. We understand the project will consist of improving the force mains located under 8th Street, Center Avenue and Acirema Drive. We were provided with an aerial photograph indicating the requested boring locations.

**SCOPE OF SERVICES**

Based on the provided project information, we propose to perform:

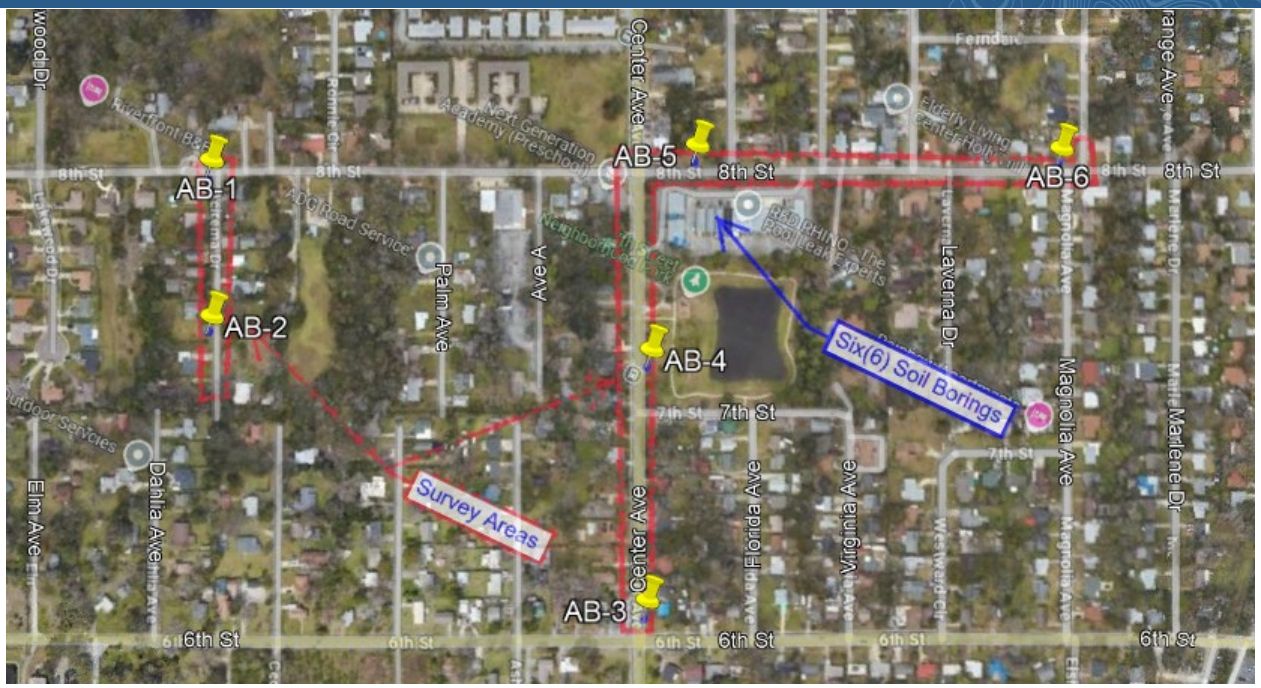
- Six (6) auger borings advancing to 15 feet each below existing grade within the force main improvement areas (designated AB-1 through AB-6).

The auger borings will be performed according to the procedures of ASTM D-1452. The proposed Boring Location Plan is presented on the following page. The borings may need to be offset due to access constraints, overhead utilities and underground utilities.

As a part of our investigation, we will perform a Private Utility Locate prior to any intrusive activities. Utilities and will be marked in the field as well as the preparation of a field report showing approximate locations of underground utilities or assets. If requested, a separate cost can be provided for a Subsurface Utility Map (2D Deliverable) or a Subsurface Utility Model (3D Deliverable).



Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations




Proposed Boring Location Plan

The data obtained from our field and laboratory investigation will be evaluated to provide the following information and recommendations:

- General Soil Stratigraphy;
- Current water table;
- Presence or lack of marginal soils; and
- General underground utility design recommendations.

**AUTHORIZATION AND FEES**

We would be able to begin fieldwork within three to five weeks of authorization and a final report would be complete within approximately one to two weeks of completed fieldwork.

We will perform the proposed work for a lump sum fee of **$5,950.00**. To initiate our services, please sign and return one copy of the attached Proposal Acceptance/Work Authorization form.

We appreciate the opportunity to provide this proposal and look forward to working together on this project. If you have any questions, please do not hesitate to call us at your convenience at 386-756-1105.

Respectfully submitted,
**UES Professional Solutions, LLC**

Michael A. Navarra
Project Manager

Brian Pohl, P.E.
Branch Manager

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

# UES Professional Solutions, LLC
Work Authorization / Proposal Acceptance Form

## PLEASE SIGN AND RETURN ONE COPY

UES Professional Solutions, LLC is pleased to provide the services described below. The purpose of this document is to describe the term under which the services will be provided and to obtain formal authorization.

**Project Name:** Holly Hill Force Main Improvements - 8th Street **Date:** January 24, 2025
**Project Location:** Holly Hill, Volusia County, Florida
**Client Name:** Parker Mynchenberg & Associates, Inc. Land Partners **Contact:** Mr. Parker Mynchenberg
**Contact Business Address:** 1729 Ridgewood Avenue, Holly Hill, Florida 32117
**Contact Phone:** (386) 677-6891 **Email:** Info@parkermynchenberg.com
**Cc:** Mr. Kevin Lee, P.E. – Parker Mynchenberg & Associates, Inc.

**I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).**

**UES Opportunity No.: 0430.0125.00037**
**UES Proposal No. 2025D-105**

**Geotechnical Lump Sum Fee = $ 5,950.00**

**II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:**

**A.** Universal General Conditions.

In the event of any inconsistency or conflicting among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

A. For payment of Services, invoice to the account of:

**Firm:** _____ Social Security Number or Federal Identification No.: _____
**Address:** _____ **City:** _____ **Zip Code:** _____
**Attention:** _____ **Title:** _____
**Phone:** _____ **Fax:** _____

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

**Firm:** _____
**Address:** _____ **City:** _____ **Zip Code:** _____
**Attention:** _____ **Title:** _____
**Phone:** _____ **Fax:** _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty authorized representatives this _____ day of _____ 2025.

**CLIENT:** _____ **UES Professional Solutions, LLC**
**BY (signature):** _____ **BY (signature):** _____
**NAME:** _____ **NAME:** Brian C. Pohl
**TITLE:** _____ **TITLE:** Branch Manager

**Return Executed Copies to:**

**UES Professional Solutions, LLC**
Attention: Holly Hill GEO
911 Beville Road, South Daytona, Florida 32119
Phone: 386-756-1105

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

**UES Professional Solutions, LLC**
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES** **1.1** UES Professional Solutions, LLC, and its affiliated companies ("UES"), is responsible for providing the services describe under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client o a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES wit sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properl complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance o the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the service described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated dutie necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, o local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES' provision of the services so described, unless otherwise agreed upon by both parties in writing.

**SECTION 2: STANDARD OF CARE** **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care an skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with loca conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client' responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes a liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS** **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES t perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UE will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, an the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy o locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives an claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising fro damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent o expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy

**SECTION 4: BILLING AND PAYMENT** **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for differer personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pa a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses t collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due an owing by the Client.

**SECTION 5: OWNERSHIP AND USE OF DOCUMENTS** **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, an other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES' instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon deman and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years followin submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time an manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared fo the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent o UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

**SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** **6.1** Client represents that a reasonable effort has been made to inform UES o known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other materia defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discover of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardou materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipmer decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous material or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UE harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it i the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defenc indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardou materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property' value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

**SECTION 7: RISK ALLOCATION** **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professiona negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professiona liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided tha Client agrees to pay an additional consideration of four percent of the total fee, or $1,200.00, whichever is greater. If Client prefers a $2,000,000.00 limit o contractual or professional liability, UES agrees to increase the limits up to a maximum of $2,000,000.00 upon Client's written request at the time of accepting UES' proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $2,000.00, whichever is greater. The additional charg for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall nc be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** A used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutor liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

**SECTION 8: INSURANCE** **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify an save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES sha not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whicheve is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and other employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

**8.3**To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

**SECTION 9: DISPUTE RESOLUTION** **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related t this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a disput arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdictio where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including sta time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

**SECTION 10: TERMINATION** **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by th other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the writte notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
**10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES ma complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice c termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

**SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS** **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**SECTION 12: ENVIRONMENTAL ASSESSMENTS** Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

**SECTION 13: SUBSURFACE EXPLORATIONS** **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will b based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not b responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidabl cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, groundwa stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurfac explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES' subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim wit compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 14: SOLICITATION OF EMPLOYEES** Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

**SECTION 15: ASSIGNS** Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent o the other party.

**SECTION 16: GOVERNING LAW AND SURVIVAL** **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction i which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, th enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement fo any cause.

**SECTION 17: INTEGRATION CLAUSE** **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties wit respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
**17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification o amendment is sought.

**SECTION 18: WAIVER OF JURY TRIAL** Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

**SECTION 19: INDIVIDUAL LIABILTY** PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Revised 11.5.24

Attachment: EXHIBIT B - Engineering for LS 12, 14 & 16 Force Main Improvements (1) (2025-R-12 : Force Main Improvements for Lift Stations

SSMC™
SUE • SURVEY • GIS

January 21, 2025

**VIA EMAIL:** nikki@parkermynchenberg.cor

Ms. Nikki Alwine | **Administrative Assistant**
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: 386-677-6891

**RE: Holly Hill FY25 Force Main Improvements**
**8th Street and Magnolia Ave to 8th Street and Center Ave, Holly Hill, Florida 32117**
**8th Street and Acirema Drive, Holly Hill, Florida 32117**
**Section 37, Township 15 South, Range 32 East, and**
**Section 37, Township 15 South, Range 33 East, Volusia County, Florida**

Dear Ms. Alwine,

**PROJECT STATEMENT:** We are pleased to submit our proposal for Surveying Services and Utility Services on the above referenced project. It is our understanding that Parker Mynchenberg & Associates, Inc. requires a Boundary Survey (Right of-Way), a Topographic Survey, a Tree Survey, Subsurface Utility Designation, and Survey Collection services to support th design of the Holly Hill FY25 Force Main Improvements Project. The specific area is identified in Exhibit "B". We appreciat the opportunity to provide these services to you. Please contact us if you have any questions.

**TASK I – Topographic, Tree Survey, and Boundary Survey (Right-of-Way)**
Provide surveying services as mandated by the local governments, as well as regulations and laws of the Project's Stat Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by th Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours t be shown on the final drawing.
3. Establish a minimum of **two (2)** site benchmarks.
4. Topographic coverage will be limited to the right-of-way areas outlined in **red** on the attached Exhibit "B".
5. Location, top elevation, pipe size and type, and pipe invert elevations for all accessible inlets, storm and sanitar manholes, and control structures.
6. Locate trees 8-inch diameter and larger measured at breast height (DBH).
7. Locate soil borings as established by Parker Mynchenberg & Associates, Inc.'s Geotechnical consultant if require with request prior to SSMC field visit.
8. Establish the apparent right-of-ways based on research and found monumentation.
9. Locate all improvements and utilities, as evidenced by above-ground features.

**TASK II – Subsurface Utility Designation and Survey Collection of Utilities**

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found, excluding service lines gravity sewer lines, and irrigation, in the area as shown outlined in **red** on the attached Exhibit "B".
2. Locate all utility data using GPS or conventional surveying equipment and control furnished by Parker Mynchenber & Associates, Inc.

Attachment: EXHIBIT C - Survey for Force Main Improvements (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

**DELIVERABLE**
The final product will be **three (3)** certified prints and an electronic file, as well as a field drafted plan sheet or utilit designation field sketch(s) of the project area reflecting all pertinent data for your use and a raw data file of utilit information provided for your use.

**DELIVERY**
All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested c required by the client or the client's representative(s), then said charges would appear as a separate item on our invoic unless we are provided with the client's overnight carrier account number for shipping.

**ADDITIONAL SERVICES**
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

**INFORMATION PROVIDED BY CLIENT**
SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client' consultants or representatives.

**UTILITY TERMS AND CONDITIONS**
****ORDERING LESS THAN 3 TEST HOLES MAY RESULT IN A MOBILIZATION CHARGE***

**SSMC will use its expertise and equipment to identify subsurface utilities. However, results may vary depending on severa factors, including but not limited to soil composition, moisture content, tide levels, water table, dielectric constant c subsurface material, and unknown obstructions that may attenuate equipment signals.

**NO GUARANTEE IS PROVIDED TO PARKER MYNCHENBERG & ASSOCIATES, INC. OR THIRD-PARTY ENTITIES THAT THES SERVICES WILL DETECT ALL SUBSURFACE UTILITIES.**

**Ground Penetrating Radar (GPR):** GPR is a highly effective method for detecting potential existing utility infrastructure However, this service does not absolve Parker Mynchenberg & Associates, Inc., subcontractors, or Utility Owners from the obligations and responsibilities under the respective state 811 legislation.

**Third-Party Damage:** SSMC shall not be liable to Parker Mynchenberg & Associates, Inc. or third party associated with thi proposal for any damages resulting from excavation activities by the others.

**Temporary Traffic Control (TTC)** will be used only if necessary, and these invoice charges will be added to the total per da rate and reflected on our invoice to you.

**Permitting:** If permitting is required, these charges will also be additional and reflected on our invoice.

**Test Holes Greater than 10 Feet:** Test Holes that require a depth of greater than ten (10) feet or require a substantia amount of increased effort (sleeving, shoring, de-watering, etc.) **WILL BE** negotiated separately on a case-by-case basis normal vacuum excavation practices do not allow exposure of the utilities.

**Utility Sizes:** All utility sizes given are outside diameter unless otherwise specified and are approximate only due t uncontrollable field conditions that may be encountered during excavation.

**Pavement:** Any additional overlaying or restoration of pavement, other than replacing removed and cold-patched materials will be Parker Mynchenberg & Associates, Inc.'s responsibility.

Attachment: EXHIBIT C - Survey for Force Main Improvements (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

**PROJECT TIMELINE:**

We anticipate the completion of the above-described work within **five (5) weeks** after receipt of a written notice to procee **pending approval** of the attached credit application. If the application is not approved, SSMC requires a 50% deposit befor any work will commence on this project, with the remainder due before the release of the deliverable. The credit applicatio takes 5-7 business days to be completed.

**EXPENSES AND FEES**

Our fee for the above-referenced work will be as follows:

| | |
|---|---|
| **TASK I – Topographic Survey, Tree Survey, & Boundary (Right-of-Way):** | **$18,913.00** |
| **TASK II – Subsurface Utility Designation:** | **$5,512.00** |
| **Survey Collection of Utilities:** | **$2,232.00** |
| **Anticipated Total (TASKS I & II):** | **$26,657.00** |

**PAYMENT TERMS:**

Payment is expected within thirty (30) days from the date of the invoice ***pending approval*** of the attached credit applicatior If the application is not approved, SSMC requires a 50% deposit before any work will commence on this project, with th remainder due before the release of the deliverable.

**LATE FEES**

Late fees will assess to all payments past the 30 day mark. Late fee will be in the amount of $50.00. Additional late fees wi continue to accrue every 30 days past invoice date. Reference invoice number and please remit all payments to 6500 A American Blvd. Orlando, FL 32810.

**PAYMENT OPTIONS**

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, pape checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee c 3.5% of the invoice total.

**CLOSURE**

In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached Genera Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL B CONSIDERED FOR THIS SCOPE OF WORK.**

We look forward to the opportunity to work with you on this project.

Sincerely,

James, E Mazurak, PSM
Survey Division Project Manager

JEM.lar

Attachment: EXHIBIT C - Survey for Force Main Improvements (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

If the above scope, period of service, and method of compensation meets with your approval, please have an authorize Signatory execute the Agreement below and send via email to contracts@southeasternsurveying.com. **Fees and time stated in this agreement are valid for six months from the date of the proposal which would be July 21, 2025.**

**CLIENT AUTHORIZATION**

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

| | |
|---|---|
| Signature | Date |
| Printed Name | Title (if any) |

Attachment: EXHIBIT C - Survey for Force Main Improvements (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

**EXHIBIT "A"**

**HOURLY RATES**

## Surveying and Mapping Services

| Category | Day Rate | Night / Weekend Rate |
|---|---|---|
| Professional Surveyor & Mapper/PSM | $ 199.00 / per hour | |
| Project Surveyor | $ 177.00 / per hour | |
| Expert Witness | $ 360.00 / per hour | |
| Senior Technician | $ 133.00 / per hour | |
| CAD Technician | $ 118.00 / per hour | |
| Clerical | $ 79.00 / per hour | $ 118.00 |
| One Person Field Crew | $ 133.00 / per hour | |
| Two Person Field Crew | $ 178.00 / per hour | $ 267.00 |
| Three Person Field Crew | $ 233.00 / per hour | $ 350.00 |
| Four Person Field Crew | $ 289.00 / per hour | $ 433.00 |
| Sketch of Descriptions (per SD) | $ 676.00 | |
| Residential Elevation Certificate | $ 925.00 | |
| Commercial Elevation Certificate (per bldg.) | $ 1,306.00 | |
| Initial and Second Plat Review (up to two sheets) | $ 1,150.00 / per plat | |
| Initial and Second Plat Review (over two sheets) | $ 200.00 / per sheet | |
| Plat (Third or additional reviews of same plat) | $ 450.00 / each | |

## LiDAR/UAV

| Category | Day Rate | Night / Weekend Rate |
|---|---|---|
| LiDAR Technician | $ 133.00 / per hour | |
| LiDAR Project Manager | $ 177.00 / per hour | |
| LiDAR One Person Field Crew | $ 155.00 / per hour | |
| LiDAR Two Person Field Crew | $ 204.00 / per hour | |
| Clerical | $ 79.00 / per hour | $ 118.00 / per hour |
| UAS/UAV Photogrammetry Crew | $ 268.00 / per hour | |
| Mobile Scan Crew | $ 268.00 / per hour | |

## Construction Services

| Category | Day Rate | Night / Weekend Rate |
|---|---|---|
| Construction Professional Surveyor & Mapper | $ 203.00 / per hour | |
| Construction Project Manager | $ 203.00 / per hour | |
| Construction Senior Technician | $ 153.00 / per hour | |
| Construction CAD Technician | $ 136.00 / per hour | |
| Clerical | $ 79.00 / per hour | $ 118.00 / per hour |
| Construction One Person Field Crew | $ 153.00 / per hour | |
| Construction Two Person Field Crew | $ 204.00 / per hour | $ 306.00 / per hour |
| Construction Three Person Field Crew | $ 268.00 / per hour | $ 402.00 / per hour |
| Construction Four Person Field Crew | $ 332.00 / per hour | $ 498.00 / per hour |

Attachment: EXHIBIT C - Survey for Force Main Improvements (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

## GIS Services

| Category | Day Rate | Night / Weekend Rate |
|---|---|---|
| Professional Engineer | $ 213.00 / per hour | |
| GIS Project Manager | $ 177.00 / per hour | |
| GIS Analyst | $ 119.00 / per hour | |
| GIS Technician | $ 79.00 / per hour | |
| Clerical | $ 79.00 / per hour | $ 118.00 / per hour |
| Two Person GIS Crew | $ 178.00 / per hour | |
| One Person GIS Crew | $ 133.00 / per hour | |

## Subsurface Utility Engineering (SUE) Services

| Category | Day Rate | Night / Weekend Rate |
|---|---|---|
| Project Manager | $ 177.00 / per hour | $ 265.00 / per hour |
| Senior Technician | $ 133.00 / per hour | $ 200.00 / per hour |
| Clerical | $ 79.00 / per hour | $ 118.00 / per hour |
| One Person Crew | $ 178.00 / per hour | $ 267.00 / per hour |
| Two Person Crew | $ 216.00 / per hour | $ 324.00 / per hour |
| Three Person Crew | $ 301.00 / per hour | $ 451.00 / per hour |
| **Vacuum Excavation (Per Test Hole)** | | |
| 1-3 Test Holes/Dirt | $ 2,664.00 | $ 3,864.00 |
| 1-3 Test Holes/Asphalt/Concrete | $ 2,664.00 | $ 3,864.00 |
| 4 or more Test Holes/Dirt (Per Location) | $ 616.00 / each | $ 924.00 / each |
| 4 or more Test Holes/Asphalt/Concrete (Per) | $ 765.00 / each | $ 1,148.00 / each |
| One Person Concrete Radar Mapping/Imaging | $ 217.00 / per hour | $ 336.00 / per hour |
| **Temporary Traffic Control (TTC)** | | |
| Per Lane Closure | $ 1,013.00 / each | $ 1,231.00 / each |
| Per Sidewalk Closure | $ 500.00 / each | $ 600.00 / each |
| Flagman Control (Hourly – Per Flagger) | $ 100.00 | $ 150.00 |
| **Mast Arms (Per Location)** | | |
| Subsurface Utility Locating (QL-B & QL-A) | $ 1,656.00 | |
| Concrete/Asphalt Removal & Repair | $ 436.00 | |
| Survey Staking of Pole Location | $ 431.00 | |

## Miscellaneous Services

| **Per Diem/Lodging Expenses** | | |
|---|---|---|
| **Category** | **Day Rate** | **Night / Weekend Rate** |
| Per Day Two Person Crew | $ 395.00 | |
| Per Day Three Person Crew | $ 595.00 | |

Attachment: EXHIBIT C - Survey for Force Main Improvements (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

**EXHIBIT "B"**
**PROJECT LIMITS**




Attachment: EXHIBIT C - Survey for Force Main Improvements (2025-R-12 : Force Main Improvements for Lift Stations 12, 14 & 16)

These standard terms and conditions ("STCS") are incorporated by reference into the Proposal Letter, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon You as if they were fully outlined in the Proposal Letter and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCS.

**SCOPE OF SERVICES**

For the fee outlined in the Agreement, You agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

a. The correctness and completeness of any document prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

**YOUR DECISIONS**

You, or any of Your directors, officers, partners, members, managers, employees, or agents having apparent authority over You, may (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement by sending an email to the SSMC Project Manager or the Contracts Department at contracts@ssmc.us. Any oral decisions must be followed up in writing within seven (7) days, or SSMC will consider the oral request binding.

**STANDARD OF CARE**

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

**TERM OF CONTRACT**

The term of this Agreement shall begin and end based on the Project Timeline provided above unless both Parties agree in writing to extend the Project.

**PAYMENT**

SSMC may submit invoices to You anytime for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee Services or, in the case of hourly Services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the Agreement and to initiate proceedings to recover amounts owed by You. Additionally, SSMC shall have the right to withhold from You the possession or use of any drawings or documents prepared by SSMC for You under this or any other agreement with You until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If You do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments You make should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, You agree that SSMC may apply payments in our sole discretion. Time is of the essence of Your payment obligations, and Your failure to make full and timely payment shall be deemed a material breach.

**PROPRIETARY RIGHTS**

The drawings, specifications, and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service, for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by You or others on other projects for any reason or completion of this Project by other professionals unless You enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

**TERMINATION**

Either Party may terminate the Agreement if the other Party materially breaches the Agreement. You shall immediately pay SSMC for our Services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incurred as a result of the termination.

**ASSIGNMENT**

Neither Party shall assign or transfer any rights, interests, or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than You, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

**GOVERNING LAW, DISPUTES AND ATTORNEY'S FEES**

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties irrevocably waive all rights to trial by jury in any action, proceeding, or counterclaim arising from or related to this Agreement. The Parties agree that any dispute arising from or related to the Services will be subject to mediation. Mediation will occur in Orlando, Florida. If mediation is unsuccessful, then binding arbitration is to be administered in accordance with the American Arbitration Association in Orlando, Florida. The losing Party shall pay the winning Party's reasonable attorney's fees and expenses for the mediation and/or arbitration of any cause of action, claim, or demand arising under this Agreement.

**SEVERABILITY**

If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each Party's rights shall be construed, and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

**LIMITATIONS ON LIABILITY**

SSMC's liability for any loss, property damage, or bodily injury of or to You caused in whole or in part by SSMC in the performance of this Agreement, or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that You have paid to SSMC for the Services. The Parties intend that the preceding limitation on liability shall apply to all claims, whether in tort, contract, warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against You by any other person who may suffer any loss, property damage, or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to You, in any event or for any amount, for delays, consequential, special, incidental, punitive, or exemplary damages.

**INDEMNIFICATION**

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages, or bodily injury arising out of work undertaken on the Project by You, or Your Contractor, subcontractor or other independent company or consultant employed by You to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by who performed, for and on behalf of You, or such Contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that You are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

**INSURANCE**

SSMC represents that it carries and will continue to carry General Liability in the amount of $1M per occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $2M per occurrence and general aggregate, and Umbrella Coverage in the amount of $1M. General Liability, Automobile Liability, and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing Your Company as the certificate holder for one (1) year. SSMC and Client shall waive subrogation against one another.

**COMPLETE AGREEMENT**

This Agreement serves as SSMC's official offer of work. Upon signature, this Agreement and all accompanying exhibits or attachments constitute the entire Agreement between the Parties and will supersede any prior Agreements (whether oral or written) for the associated Services. No prior representations, statements, or inducements made by either SSMC, You, or the respective agents of either that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both Parties. Once the signed Agreement is received, SSMC will NOT accept any additional contractual documents unless it is an amendment to this Agreement. All amendments will be incorporated by reference in the Agreement and signed or initialed on behalf of both Parties.

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Antoine Khoury**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Change Order No. 2 with Sawcross, Inc., for a Second Influent Screen Funded with SAHFI (SRF-WW6410A0) Grant Funding in the Amount of $627,270.56; Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **2025-R-13**
**APPLICANT:**
**PLANNER:**

**DISCUSSION:**

The City Commission entered into a $8,971,000 contract with Sawcross, Inc., for a 3rd Biological Treatment Unit (BTU) and Influent Treatment Modification for the City wastewater plant on February 12, 2024 with Resolution 2024-R-9. Mead and Hunt, Inc., the approved engineer of record for the wastewater plant improvements, developed a value engineered construction project to utilize the City ARPA awarded funds of $6,189,048 with Resolution 2022-R-33. The ARPA funds are required to be completely expended by December 31, 2026. Sawcross, Inc., is actively in construction and on schedule to be complete with the BTU improvement well before the deadline.

Subsequently, the City applied for and received a Supplemental Appropriation application for a Hurricanes Fiona and Ian (SAHFI) grant for $9.3 million dollars from the Florida Department of Environmental Protection (FDEP), accepted with Resolution 2024-R-72 on September 24, 2024. Mead and Hunt, Inc., is also the approved engineer for the SAHFI grant funded projects. The SAHFI Funds are being administrated as a "no payment" loan obligation.

Mead and Hunt, Inc., is still developing the engineering design for the wastewater SAHFI grant. However, the original Sawcross, Inc., bid only included one new influent screen to minimize impact to the City utility reserve funds. With the availability of the SAHFI funds, Mead and Hunt, Inc., has recommended the City expedite the second influent screen to meet the SAHFI grant resilience requirements immediately. Mead and Hunt, Inc.'s recommendation for Change Order No. 2 for a second influent screen is attached as **EXHIBIT "A."** In brief, the reason for recommending this change order is for a cost savings, as it will be more cost effective to install both screens at one time than to install one influent screen and then modify the whole system again to install the second influent screen later.

Sawcross, Inc., submitted Change Order No. 2 for $627,270.56 to provide the second influent screen. Change Order No. 2 is attached as **EXHIBIT "B."** Change Order No. 1 was approved

by the City Manager for the City to owner direct purchase equipment. The City purchasing policy allows owner direct purchases to save sales tax. Change Order No. 1 deducted $1,198,756.48 from the Sawcross, Inc.'s contract. The City then issued purchase orders to the equipment manufacturer for tax saving of $67,848.48. Accordingly, after the City Commission approves Change Order No. 2, staff can pursue an owner direct purchase of the second influent screen to save additional tax monies.

**FISCAL ANALYSIS:**

The City applied for and received a Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) SRF WW6410A0 grant for $9.3 million dollars through the FDEP, accepted by the City Commission with Resolution 2024-R-72 on September 24, 2024. Eligible SAHFI improvements like the second influent screen are reimbursable as a "no payment" obligation loan. Capital project 24-WA-08 was established for this project. Change Order No. 2 will be charged to the $9.3 million SAHFI project. Sawcross, Inc.'s Change Order No. 2 is $627,270.56.

**STAFF RECOMMENDATION**:

Review and Approve Change Order No. 2 with Sawcross, Inc., in the amount of $627,270.56 for a second influent screen, to be funded by the SAHFI-SRF WW6410A0 and authorize the City Manager execute the change order and any owner direct purchase allowable by the City purchasing policy to save sales tax.

**COMMISSION GOALS:**

**Goal #1**: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4**: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

**MOTION:**

**AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 WITH SAWCROSS, INC., FOR A SECOND INFLUENT SCREEN TO BE FUNDED WITH THE SAHFI-SRF WW6410A0 GRANT IN THE AMOUNT OF $627,270.56; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ATTACHMENTS:**

- EXHIBIT A - Mead and Hunt Recommendation for 2nd influent Screen (PDF)
- EXHIBIT B - Change Order No. 2 for 2nd influent screen (PDF)

# Resolution No. 2025-13

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 WITH SAWCROSS, INC., FOR A SECOND INFLUENT SCREEN FUNDED WITH SAHFI (SRF-WW6410A0) GRANT FUNDING IN THE AMOUNT OF $627,270.56; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 WITH SAWCROSS, INC., FOR A SECOND INFLUENT SCREEN FUNDED WITH SAHFI (SRF-WW6410A0) GRANT FUNDING IN THE AMOUNT OF $627,270.56; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission entered into a $8,971,000 contract with Sawcross, Inc., for a 3rd Biological Treatment Unit (BTU) and Influent Treatment Modification for the City wastewater plant on February 12, 2024 with Resolution 2024-R-9; and

**WHEREAS,** the Sawcross, Inc., bid price only included one new influent screen to minimize impact to the City utility reserve funds; and

**WHEREAS**, the City applied for and received a Supplemental Appropriation for a Hurricanes Fiona and Ian (SAHFI) with the "Clean Water State Revolving Funding Planning, Design, and Contract Loan Agreement WW6410A0" grant for $9.3 million dollars with Resolution 2024-R-72 on September 24, 2024 with the Florida Department of Environmental Protection (FDEP) for resilient wastewater improvements; and

**WHEREAS,** Mead and Hunt, Inc., the engineer of record for the City wastewater project, has recommended the City expedite the second influent screen to meet the SAHFI grant resilience requirements immediately; and

**WHEREAS**, Sawcross, Inc., provided Change Order No. 2 for $627,270.56 to provide a resilient second influent screen to be installed with their improvements in fulfillment of the SAHFI grant requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby approved Change Order No. 2 with Sawcross, Inc., for a resilient second influent screen in an amount of $627,270.56.

**SECTION 2.** The City Manager is hereby authorized to execute Change Order No. 2 and make any budget amendments to charge the equipment to the SAHFI "Clean Water State Revolving Funding Planning, Design, and Contract Loan Agreement WW6410A0" reimbursable funding program.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025.**

Mead & Hunt

January 23, 2024

Josef Grusauskas
Deputy Director Public Works-Utilities
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: jgrusauskas@hollyhillfl.org

**Subject: Holly Hill WWTP 3rd BTU and Headworks Improvements – Change Order #2**

Dear Josef:

This letter is intended to address the proposed change order #2 of the WWTP 3rd BTU and Headworks Improvements project. This change order involves adding a second SAVECO perforated plate barscreen, a larger washer compactor and a larger control panel to accommodate both screens. Installing two (2) influent screens was originally in the scope of this project; however, during the value engineering phase, the second screen was removed to save cost.

The existing screens at the City's WWTP are being replaced and, due to budget constraints, only one screen was included in the original bid. This provides no redundancy and requires manual cleaning of the bar rack if the automatic screen is out of service. This condition creates problems during storms and high flow events.

Each proposed SAVECO perforated plate barscreen is designed to handle 7.5 MGD. With two (2) new screens, the City will have full redundancy during normal operation as well as the ability to operate both screens during severe events.

During design, it was unknown that the City would have the opportunity to receive FDEP SAHFI monies. Now that the City has an additional $9.3M 100% principal forgiveness loan from the FDEP State Revolving Fund that must be utilized on this project, Mead & Hunt is recommending purchasing the second SAVECO perforated plate barscreen and associated equipment as a change order to this project. This will allow the City to only purchase the equipment once, rather than having to replace an undersized control panel and washer compactor in the future when the second screen is ultimately installed.

If you have any questions or require additional information, please contact me.

Attachment: EXHIBIT A - Mead and Hunt Recommendation for 2nd influent Screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, PE
Vice President/Client Manager

Attachment: EXHIBIT A - Mead and Hunt Recommendation for 2nd influent Screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a

# CHANGE ORDER FORM

Project: ***City of Holly Hill***
***3rd BTU & Influent Headworks Mods***

CHANGE ORDER NO. 2

DATE OF ISSUANCE: January 30, 2025

CONTRACTOR: Sawcross Contractors & Engineering

EFFECTIVE DATE: Date of Execution

OWNER'S CONTRACT NO.: Bid No. 22-WW-08

The following changes are hereby made to the Contract Documents:

| | |
|---|---|
| CHANGE IN CONTRACT PRICE:<br><br>Original Contract Price<br><br>$8,971,000 | CHANGE IN CONTRACT TIMES:<br>Original Contract Times<br><br>Substantial Completion: 540 days Oct 15, 2025<br>Final Completion: 30 days Nov 14, 2025 |
| Net changes from previous Change Orders:<br><br>$(1,198,756.48) | Net changes from previous Change Orders<br><br>0 days |
| Contract Price prior to this Change Order<br><br>$7,772,243.52 | Contract Times prior to this Change Order<br><br>Substantial Completion: 540 days Oct 15, 2025<br>Final Completion: 30 days Nov 14, 2025 |
| Net Increase of this Change Order<br><br>$627,270.56 | Net Increase (decrease) of this Change Order<br><br>42 days |
| Contract Price with all approved Change Orders<br><br>$8,399,514.08 | Contract Times with all approved Change Orders<br><br>Substantial Completion: 582 days Nov 25, 2025<br>Final Completion: 30 days Dec 25, 2025 |

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

CHANGES ORDERED:

I. GENERAL: This change order is requested by Sawcross Contractors to facilitate owner direct purchase of specified materials for project.

II. REQUIRED CHANGES:

CONTRACT PRICE: The Contract Price will be increase by $627,270.56

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: Contract price will be increased to supply an additional perforated screen with a larger wash press and control panel to accept both screens and the wash press.

CONTRACT TIME: No additional time is required.

IV. PAYMENT: Payment will be per line item as work is completed.

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

RECOMMENDED BY:

Mead & Hunt
(Engineer)

By: _____ 2-6-2025
(Authorized Signature) (Date)

Brad Blais, PE

ACCEPTED BY:

Sawcross Contractors & Engineering
(Contractor)

_____ 2/5/25
(Authorized Signature) (Date)

CHASE RACHAL

APPROVED BY:

City of Holly Hill
(Owner)

By: _____ _____
(Authorized Signature) (Date)

_____ _____
(Authorized Signature) (Date)

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

SAWCROSS Contractors & Engineers

# PROPOSED CHANGE ORDER COVER

Change Order Request No.: 04

Project: Holly Hill BTU #3 & Influent Mods

Owner Project No.: _____

Sawcross Project No.: 2403

TO: Mead & Hunt (FOR APPROVAL)

ATTN: Brad Blais, P.E.

We herewith submit the following for your consideration:

A cost increase to supply an additional perforated screen with a larger wash press and a control panel to accept both screens and the wash press. Further scope of supply shown in Saveco quote provided.

TOTAL COST FOR THE ABOVE-DESCRIBED WORK IS: $627,270.56

TIME EXTENSION (IN CALENDAR DAYS) REQUIRED TO BE ADDED TO THE CONTRACT FOR THIS WORK IS: 42 DAYS

AUTHORIZATION SHALL NOT BE VALID IF THIS REQUEST IS ALTERED WITHOUT SAWCROSS INCORPORATED'S APPROVAL.

☑ THE ABOVE-DESCRIBED WORK IS A CHANGE IN SCOPE TO BE FUNDED FROM A CHANGE ORDER.

THE ABOVE IS ACKNOWLEDGED:

_____

Design Professional

Date: _____

THE ABOVE AUTHORIZATION IS:

☐ APPROVED

☐ NOT APPROVED

_____

Owner

Date: _____

PLEASE RETURN ONE (1) COPY OF THIS REQUEST WITH YOUR INDICATIONS MARKED ABOVE.

Chase Rachal

SAWCROSS INCORPORATED

Date: 1/22/25

Rev. 4/2022

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

# Scope of Supply

Project:
Holly Hill, FL

Equipment:
FSM Perforated Filter Screen Model FRSIII 400 x 3075/6HF
FSM Screenings Wash Press Model SPW 200-700

Specification:
Section 46 21 53, Perforated Plate Screens
Section 46 21 73, Screenings Washing and Compacting Equipment.

Addenda:
1, 2, 3, 4, Change Order No. 1 (CO#1), August 2, 2024

Represented By:
Heyward Florida Incorporated
Gregory Chomic
Phone: 407.628.1880
Email: gchomic@heywardfl.com

Regional Sales Manager:
SAVÉCO North America, Inc.
James Willson
Phone: 706.550.3431
Email: james.willson@savecowaterna.com

Project No.: WEC222290
January 16, 2025



Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

SAVECO
Member of WAMGROUP

ITEM: "A" - One (1) FSM Perforated Filter Screen
Model FRSIII 400 x 3075/6HF



BASIS OF DESIGN (EACH)

| | |
|---|---|
| Application: | Municipal Wastewater |
| Peak Flow: | 6.5 MGD |
| Screen Perforated Opening: | 6 mm. |
| Angle of Screen: | 30/75 degrees from horizontal |
| Channel Width: | 24 inches |
| Channel Depth: | 39.4 inches |
| Downstream Water Level: | 22.2 inches @ Peak flow |
| Headloss: | 9.3 inches @ Peak flow with 0% blinding<br>11.6 inches @ Peak flow with 30% blinding |
| Discharge Height: | 4.0 feet (above top of channel) |
| Wash Water: | 16 gpm at 40 – 60 psi |
| SCR (Screenings Capture Ratio): | 85% |

PERFORATED PANEL TRAVELING BELT SCREEN (EACH)

- Fully automatic self-cleaning FSM screen complete with all appurtenances – 316L stainless steel.
- Main frame constructed from type 316L stainless steel.
- Flanged baseplate for mounting screen assembly to top of channel – 316L stainless steel.
- Screen support rails from UHMW-PE provided front and back on each side of frame.
- Replaceable UHMW-PE seals mounted to each side of frame.
- Replaceable bottom seals – Buna-N rubber and triple layer polyester brush with 316L stainless steel adjustable holder.
- Perforated filter screen elements with 6 mm perforations from 3 mm thick (12 gauge) type 316L stainless steel, bolted to drive chain with 316L stainless steel bolt ny-lock nuts and washers.

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

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- Screen drive roller chain from 316 stainless steel with specially hardened bushings, and pins from Duplex stainless steel and rollers from PA6.
- Stainless steel chain and screen elements driven by two (2) drive shaft mounted stainless steel sprockets with minimum thickness of 0.75 inches.
- Lower rotating guide sprockets from type 316 stainless steel, wear areas hardened, with life seal bushings, and a stub shaft from type 316 stainless steel.
- Drive tensioners – 316L stainless steel.
- Drive system to include 1.5 HP 1760 rpm TEFC geardrive inverter duty motor suitable for 460/3/60 electrical supply.
- Nylon screen cleaning brush, automatic self-adjusting, with stainless steel drive shaft and 2.0 HP 1760 rpm TEFC geared motor suitable for 460/3/60 electrical.
- Rotary Deflector from type 316L stainless steel on back side of screen auxiliary driven by screen drive.
- Internal spray system to clean internal surfaces of screen panel from stainless steel with PVDF nozzles, complete with manual ball valve and solenoid valve.
- Removable 316L stainless steel odor control enclosures/covers.
- Screenings discharge chute with hinged hood – 316L stainless steel.
- Anchor bolts – 316L stainless steel.
- Fasteners – 316L stainless steel.
- Shop surface preparation, stainless steel full dip passivation.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- One (1) NEMA 4X type 316 stainless steel wall mount main control panel suitable for 480/3/60 electrical supply. Control panel shall operate two (2) screens and (one) washer compactor in one (1) main control panel. The control panel shall contain the following control devices for operation of each filter screen and the wash press.
    1. Main disconnect with through door interlock handle.
    2. Motor Branch Circuit Protection
    3. Two (2) VFD, Square D, Altivar 320 Series [Screen, 1.5HP]
    4. Two (2) Motor Starter, IEC Type, Non-Reversing, with Overload [Brush, 2HP]
    5. One (1) Motor Starter, IEC Type, Reversing, with Overload [Press, 5HP]
    6. Control Power Transformer, 480-120VAC w/ branch circuit protection
    7. Circuit breakers, 120VAC
    8. Programmable Relay
    9. Elapsed Time Meters
    10. Panel heater
    11. Pilot Lights, 22mm [As Required]
    12. Push Buttons, 22mm [As Required]
    13. Selector Switches, 22mm [As Required]
    14. Control Relays [As required]
    15. Dry Output Contacts [Run, Fault]
    16. Terminal Blocks
    17. UL Certification.

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

- Two (2) NEMA 4X polycarbonate Emergency Stop pushbutton station. One (1) each screen.
- Two (2) motor cut-out switch: Interlock switch suitable for the area classification, mounted to the hinged hood. One (1) each screen.
- Two (2) NEMA 4X 120 VAC, Stainless steel wash water solenoid valve. One (1) each screen.
- Two (2) Pulsar Ultra-5 ultrasonic controller with one (1) upstream sensor and one (1) downstream sensor for screen start. The controller shall have 5 internal relays. Each sensor shall have a range of 1-20 ft and be supplied with a 33 ft integral cable and shall be suitable for installation in a Class I Division 1, Group D hazardous area, with stainless steel mounting bracket. One (1) each screen.

SPARE PARTS (TOTAL)

- Two (2) filter panels with side sealing and without lifting fingers.
- One (1) filter panel with side sealing and with lifting fingers.
- One (1) complete set of replacement cleaner brush elements.
- Five (5) feet of chain with one (1) master link.

FIELD SERVICE (TOTAL)

- Site service of one (1) trip for a total of two (2) days for installation inspection, startup and operator training.

CLARIFICATIONS/COMMENTS

- None.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:
~~By: Todd Campbell Date: January 5, 2024~~
By: Mitch Hameister Date: January 16, 2025 (CO#1)

SAVECO
Member of WAMGROUP

ITEM: "B" - One (1) FSM Screenings Wash
~~Press Model SPW 200-700~~
Press Model SPW 200-1800 (CO#1)



BASIS OF DESIGN (EACH)

| | |
|---|---|
| Application: | Municipal Headworks |
| Screenings Capacity: | 70 $ft^3$/hr. (CO#1) |
| Inlet Opening: | ~~700 mm (27.6 inches)~~ 1800 mm (70.9 inches) (CO#1) |
| Screw Diameter: | 200 mm (7.87 inches) |
| Discharged Material Dry Solids: | >40% |
| Volume Reduction: | 60 – 85% |
| Weight Reduction: | 60 – 85% |
| Fecal Reduction: | 90% (<20 mg/g BOD5) |
| Wash Water: | ~~11 gpm @ 20-40 psi~~ 16 gpm @ 20-40 psi (CO#1) |

SCREENINGS WASH PRESS (EACH)

- Screenings wash press from type 316L stainless steel.
- Inlet hopper and spray header – 316L stainless steel.
- Screw auger with torque tube and nylon brushes fitted to screw flights to clean drainage trough perforations – shaft from high tensile steel with flights from Hardox 400.
- Tapered roller bearing with stainless steel body.
- Wear bars from Hardox® 400 alloy steel.
- 6 mm perforated curved drainage section from type 316L stainless steel.
- Drainage collection pan with 6 inch diameter outlet connection and 1 inch NPT flush water connection from type 316L stainless steel.
- Wash water piping from type 316L stainless steel.
- Inlet and outlet flanges from type 316L stainless steel.
- Discharge piping with 45 degree elbows from type 316L stainless steel.
- Discharge piping to have a manually controlled back pressure device from type 316L stainless steel with integral access box and bolted hatch.
- Wash press electric drive motor ~~3.0~~ 5.0 HP TEFC 1760 rpm suitable for 460/3/60 supply with gear reducer mounted directly onto auger drive shaft. (CO#1)
- Support legs, stand and frame from type 316L stainless steel.

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

- Anchor bolts from type 316L stainless steel.
- Fasteners from type 316L stainless steel.
- Shop surface preparation, stainless steel full dip passivation and painting as required.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- Controls to operate the screenings washer are included in the screen control panel.
- One (1) NEMA 4X stainless steel body wash water solenoid valve.

SPARE PARTS (TOTAL)

- One (1) brush with mounting clips.

FIELD SERVICE (TOTAL)

- Provided with screen start-up services.

CLARIFICATIONS/COMMENTS (CO#1)

- 2.03: For clarification, the inlet length will be ~~reduced to 700 mm~~ increased to 1800 mm to receive the screenings from ~~one (1) screen~~ one (1) current and one (1) future screen for a total of two (2) screen inlets.
- 2.03 For clarification, the spray water requirements have been adjusted to match the new inlet length.
- 2.05.I.2: For clarification, the motor size to operate the screenings washer is ~~3.0~~ 5.0 HP.
- Per the exclusions listed on our original proposal, and included below, as well as the indication on the original PO the equipment will be direct purchased through the owner. Sales taxes have been excluded from our proposal pricing. Please provide the owner tax-exempt certificate at your earliest convenience.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

~~By: Todd Campbell Date: January 5, 2024~~

By: Mitch Hameister Date: January 16, 2025

SAVÉCO
Member of WAMGROUP

PROPOSAL

| Item | Equipment | Pricing |
|---|---|---|
| A | One (1) Additional FSM Perforated Filter Screen Model FRSIII 400 x 3075/6HF | $ 290,962 |
| B | One (1) Complete Control Panel to control two (2) Screens (Item A) and One (1) Wash Press (Item C) | $ 78,106 |
| C | Adder: Change from one (1) SPW 200-700 to one (1) SPW 200-1800 | $ 58,049 |
| | Total Price | $ 427,117.00 |

Note: Items A, B and C is associated with CO#1. Pricing above is less Taxes.

Validity:
Prices are valid for a period of 90 days from the date of this proposal.

Warranty Statement and Term:
SAVÉCO North America, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All SAVÉCO North America supplied equipment is warranted for 12 months from date of start-up or 18 months from date of shipment, whichever occurs first.

Warranty Exclusions:
This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and SAVÉCO North America parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by SAVÉCO North America. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:
SAVÉCO North America's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by SAVÉCO North America. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Exclusions and Exceptions:
This Warranty excludes damage or wear to equipment caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with SAVÉCO North America installation and operations instructions.

Limited Liability:
SAVÉCO North America shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure of SAVÉCO North America's equipment. The liability of SAVÉCO North America, Inc. is limited as set forth above within the time period set forth above.

Terms: 15% with Submittal Approval
80% Net 30 Days after Shipment



Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

5% Net 30 days after Startup. Startup not to exceed 180 days from equipment delivery.

Taxes: No sales or use taxes have been included in our pricing.

Freight: Prices quoted are F.O.B. shipping point with freight allowed to a readily accessible location nearest jobsite. Any claims for damage or loss in shipment to be initiated by purchaser.

Submittals: Full submittals will be supplied approximately 4 to 6 weeks after receipt and acceptance of purchase order at the SAVÉCO North America offices.

Shipment: Shipment time is approximately 20 to 22 weeks after receipt of approved submittal is received at the SAVÉCO North America offices. Under no circumstances will verbal approval be accepted.

Additional Field Service: This service may be scheduled at $1,600.00 per day plus expenses or is available through a yearly service contract.

Material of Construction: SAVÉCO North America is providing the equipment from the type of material specified for this project. If from 316LL stainless steel the concentration of chloride and hydrogen sulfide (H2S) in the equipment operating environment shall be kept below the following values:

- Chloride <200 mg/L
- Hydrogen Sulfide (H2S) <6ppm

If not already done so, SAVÉCO North America can provide the equipment from 316L stainless steel for a price adder for environments that exceed the values noted above.

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent

SAWCROSS Contractors & Engineers

# SAWCROSS, INC.

## Additional Perforated Screen and Larger Wash Compactor

| PREPARED FOR: | Holly Hill | PREPARED BY: | Chase Rachal | DATE: | 1/22/2025 | PROPOSED CHANGE ORDER | 004 |
|---|---|---|---|---|---|---|---|

| LABOR | DESCRIPTION OF WORK | STANDARD HOURS | OVERTIME HOURS | BASE RATE | OVERTIME RATE | TOTAL |
|---|---|---|---|---|---|---|
| Pipe Foreman | | 240.0 | 0.0 | $ 75.00 | $ 0.00 | $ 18000. |
| Pipe Fitter | | 240.0 | 0.0 | $ 55.00 | $ 0.00 | $ 13200. |
| Equipment Operator | | 240.0 | 0.0 | $ 55.00 | $ 0.00 | $ 13200. |
| Pipe Fitter Helper | | 240.0 | 0.0 | $ 45.00 | $ 0.00 | $ 10800. |
| DIRECT LABOR HOURS | | 960.0 | | | | |
| DIRECT LABOR HOURS OVERTIME | | 0.0 | | | | |
| DIRECT LABOR HOURS TOTAL | | 960.0 | | | | |
| SUPERINTINDENT | | 240.0 | 0.0 | $ 95.00 | $ 0.00 | $ 22800. |
| PROJECT MANAGER | | 80.0 | 0.0 | $ 95.00 | $ 0.00 | $ 7600. |
| | | | | Labor Subtotal | | $ 85,600. |
| | | | | Contingency | 0% | |
| | | | | Labor Total | | $ 85,600. |

| Material | DESCRIPTION | QTY. RATE | UNIT COST | UNIT | TOTAL |
|---|---|---|---|---|---|
| Perforated Screen | FSM Model FRSIII 400 x 3075/6HF | 1 | $ 290,962.00 | 1.00 | $ 290,962. |
| Control Panel | Larger control panel to accept both screens | 1 | $ 78,106.00 | 1.00 | $ 78,106. |
| Wash Compactor | Change from SPW 200-700 to SPW 200-1800 | 1 | $ 58,049.00 | 1.00 | $ 58,049. |
| | | | | Equipment Subtotal | $ 427,117. |
| | | | | Tax 6.5% | $ 27,762. |
| | | | | Contingency 0% | $ 0. |
| | | | | Equipment Total | $ 454,879. |

| EQUIPMENT/RENTAL | DESCRIPTION | QTY. RATE | UNIT COST | MONTHS | TOTAL |
|---|---|---|---|---|---|
| Telescoping Forklift | Lifting Equipment | 1 | $ 4,000.00 | 1.50 | $ 6,000. |
| | | | | Equipment Subtotal | $ 6,000. |
| | | | | Tax 6.5% | $ 390. |
| | | | | Contingency 0% | $ 0. |
| | | | | Equipment Total | $ 6,390. |

| GENERAL CONDITIONS | DESCRIPTION | QTY. RATE | UNIT COST | DAYS | TOTAL |
|---|---|---|---|---|---|
| | General Conditions | 1 | $ 600.00 | 24.00 | $ 14,400. |
| | | | | GCs Subtotal | $ 14,400. |
| | | | | Contingency 0% | $ 0. |
| | | | | GCs Total | $ 14,400. |

| SUBCONTRACTORS | DESCRIPTION | QTY. RATE | UNIT COST | LUMP SUM | TOTAL |
|---|---|---|---|---|---|
| Economy Electric | Electrical Work | 1 | $ 5,500.00 | 1.00 | $ 5,500. |
| | | | | SC's Subtotal | $ 5,500. |
| | | | | Contingency 0% | $ 0. |
| | | | | SCs Total | $ 5,500. |

### SUMMARY

| | |
|---|---|
| LABOR (Including 50.00% Burden) | $ 85,600. |
| MATERIALS | $ 454,879. |
| EQUIPMENT | $ 6,390. |
| GENERAL CONDITIONS | $ 14,400. |
| SUBCONTRACTORS | $ 5,500. |
| TOTAL COSTS | $ 566,769. |
| MARK UPS ON LABOR (15%) | $ 12,840. |
| MARK UPS ON MATERIAL (10%) | $ 45,487. |
| MARK UPS ON EQUIPMENT (15%) | $ 958. |
| MARK UPS ON SUBCONTRACTORS (5%) | $ 275. |
| BOND | $ 939. |
| TOTAL: | $ 627,270. |

Attachment: EXHIBIT B - Change Order No. 2 for 2nd influent screen (2025-R-13 : Change Order #2 with Sawcross Inc.For a Second Influent Screen at the Wastewater

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Antoine Khoury**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Extend the Agreement with Mead and Hunt, Inc., to Provide Professional Consultant Services for the Capital Wastewater Treatment Plant; Providing for Severability; and Proving an Effective Date.**
**NUMBER:** **2025-R-14**
**APPLICANT:**
**PLANNER:**

## DISCUSSION

The City desires to renew the Mead and Hunt, Inc., engineering services contract for the wastewater facility. The City advertised and selected Mead and Hunt, Inc., to perform engineering services for capital wastewater treatment facility improvements with Resolution 2022-R-23 on March 22, 2022.

Mead and Hunt, Inc., designed and permitted the 3rd BTU and headworks improvement as their first task with Resolution 2022-R-32, attached as **Exhibit A** The task provide a 3 year contract with 2 - 1 year renewals. The construction was funded with American Rescue funds known as ARPA funding. Subsequently, the City applied for and received SAHFI grant funding with Mead and Hunts, Inc.,'s assistance. Mead and Hunt, Inc., is currently designing and permitting related SAHFI grant funded wastewater improvements. This activity will require the contract to extended for the first year renewal period. The Mead and Hunt, Inc., extension for the first 1 year renewal is attached as attached as **Exhibit B**.

## STAFF RECOMMENDATION:

Authorize the City Manager to renew extensions with Mead and Hunt, Inc., to provide professional consultant services to facilitate the ARPA and SAHFI improvements at the City Wastewater Treatment Facility.

## FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services for Wastewater Treatment Plant Improvement Projects with Mead & Hunt, Inc., on January 25, 2022 for a term of three (3) years with (2) (1) year renewal options. The renewal allows Mead & Hunt, Inc., to continue working on the capital improvements approved by the

City Commission as funded by the ARPA and SAFHI funding. All current tasks related to these projects have been approved by City Commission.

## COMMISSION GOALS:

**Goal #1**: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4**: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

## MOTION:

**APPROVE AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE ARPA AND SAHFI PROJECTS FOR THE WASTEWATER TREATMENT PLANT CAPITAL IMPROVEMENTS.**

## ATTACHMENTS:

- Exhibit A - 2022-R-32 (PDF)
- Exhibit B - Mead and Hunt Engineering Services Agreement Extension 2025-2026 (PDF)

# Resolution No. 2025-14

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE CAPITAL WASTEWATER TREATMENT PLANT; PROVIDING FOR SEVERABILITY; AND PROVING AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE CAPITAL WASTEWATER TREATMENT PLANT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City desires to create resilient treatment capital improvements to the City's WWTP utilizing ARPA and SAHFI funding; and

**WHEREAS,** the capital improvements will add redundant capacity to the wastewater system to make the facility more resilient in the event of natural disasters such as tropical storms, tidal rise and hurricanes; and

**WHEREAS,** the City entered into a Professional Consultant Services Agreement with Mead and Hunt, Inc., with Resolution 2022-R-28 on May 10, 2025 for ARPA and subsequently additional related task for the SAHFI Capital Improvement Projects with Resolution 2024-R-92 on November 12, 2024; and

**WHEREAS,** the City wishes to extend the Professional Consultant Services Agreement for the renewal periods allowed in the original contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby authorize the City Manager to extend the agreement with Mead and Hunt, Inc., to provide professional services for Wastewater Treatment Plant Improvements related the ARPA and SAHFI funding for the renewal of the first of 2 - 1 year renewals.

**SECTION 2.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025.**

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** May 10, 2022
**FROM:** Antoine Khoury
**SUBJECT:** ARPA Plant Improvements Authorization to Proceed with the Construction Plans and CEI Services
**NUMBER:** 2022-R-32
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

The City desires to construct improvements to existing facilities at the City's Wastewater Treatment Plant (WWTP) as one of their ARPA Improvement Projects. The operational expansion will be accomplished by the addition of a third (3rd) BTU, Headworks and Valve improvements.

The scope of services from Mead and Hunt, Inc. Includes the preliminary design, final design, permitting, bidding assistance, construction administration, construction observation, to increase treatment capacity and construct improvements to existing facilities. The rates used in this proposal are based on the negotiated rates listed in Item #3725 of this consent agenda (May 10th, 2022).

The intent of these services is to have the BTU #3 as a set of construction plans with alternative A as the influent headworks improvements. The idea is to do these plant improvements while the contractor is here for the 3rd BTU and reduce the cost of moblization and get completed at the same time. That will only occur if the cost is under the threshold of the ARPA funding is approximately $5.2 million or some future funding, or any future grants are available, then the alternative is ready to go or can be awarded as part of the construction bid with other funding complementing the ARPA Funding.

## FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services for ARPA Improvement Projects with Mead & Hunt on March 22, 2022 and update on May 10, 2022 to reflect the negotiated rates under consent agenda item #3725 of May 10, 2022.

Funding for this project contingent of consent agenda item #3723 of May 10, 2022 Budget Amendment for Fiscal Year 2021-2022 of $6,189,048. These funds will be partly budgeted in account # 400-8110-580-63-00 with project # 22-WW-08 for a cost of $736,000.00 for the professional consultant services.



Attachment: Exhibit A - 2022-R-32 (2025-R-14 : Mead & Hunt, Inc. Contract Extension)

**STAFF RECOMMENDATION**:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional consultant services to facilitate the addition of a 3rd BTU and headwork with Valve improvements to the City's WWTP.

**COMMISSION GOALS:**

**Goal #1**: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4**: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

**ATTACHMENTS:**

- RFQ-22-WW-02 Contratc-Rates-E-verify (PDF)
- HH ARPA-3rd BTU Scope of Services Fee Estimate FINAL 4-22-22 (2) (PDF)

Attachment: Exhibit A - 2022-R-32 (2025-R-14 : Mead & Hunt, Inc. Contract Extension)

# Resolution No. 2022-32

## ARPA PLANT IMPROVEMENTS AUTHORIZATION TO PROCEED WITH THE CONSTRUCTION PLANS AND CEI SERVICES

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE ARPA PROJECT FOR THE ADDITION OF A THIRD ( 3RD ) BTU TO THE CITY'S WWTP IN AN AMOUNT NOT TO EXCEED $736,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the city desires to increase treatment capacity and construct improvements to existing facilities at the City's WWTP as one of their ARPA Improvement Projects; and

**WHEREAS,** the capacity expansion will be accomplished by the addition of a third (3rd) BTU; and

**WHEREAS,** a third (3rd) BTU along with 2 other improvements which include the Headworks and Valve improvements of the waste water treatment plant; and

**WHEREAS,** the city entered into a Professional Consultant Services Agreement with Mead and Hunt for ARPA Improvement Projects on March 22, 2022 and updated on May 10, 2022.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the ARPA Improvement Projects for the addition of the third (3rd) BTU, Headworks and Valves Improvements at an amount not to exceed $736,000.00.

**SECTION 2.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 10th day of MAY, 2022.**



Attachment: Exhibit A - 2022-R-32 (2025-R-14 : Mead & Hunt, Inc. Contract Extension)

Attachment: Exhibit A - 2022-R-32 (2025-R-14 : Mead & Hunt, Inc. Contract Extension)

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**
**Engineering/CEI Services for ARPA Improvement Projects**
**Request for Qualification (RFQ) #22-WW-02**

**THIS AGREEMENT** is made and entered into this 10th day of March, 2022, by and between Mead & Hunt, Inc., duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway, Port Orange, FL 32127, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-WW-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for three (3) years from the date of award with two (2) one-year extension options which may be exercised at the sole discretion of the City.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. REIMBURSABLE EXPENSES.** "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

**For Consultant:**
Brad Blais, PE, Vice President (Name, Title)
Mead & Hunt, Inc. (Company)
4401 Eastport Parkway (Address)
Port Orange, FL 32127 (City, State, Zip)
386.761.6810 (Phone)



Attachment: Exhibit A - 2022-R-32 (2025-R-14 : Mead & Hunt, Inc. Contract Extension)

ORIGINAL ORIG

Packet Pg. 90

**SECTION 6. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 8. MODFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 9. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 10. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 11. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

**CITY OF HOLLY HILL**

**Joseph Forte, City Manager**

**Dated:** 3/23/2022

**WITNESSES:**

**FIRMS**
**By:** Mead & Hunt, Inc.
Brad Blais, PE, , Vice President

**Dated:**

**Attachments: A. RFQ #22-WW-02**
**B. Firm Response to RFQ**

Approved by the City Commission of the City of Holly Hill at a meeting held on this 22nd day of March, 2022 under Agenda Item No. 2 (Regular Agenda).



Attachment: Exhibit A - 2022-R-32 (2025-R-14 : Mead & Hunt, Inc. Contract Extension)

**Mead & Hunt Inc.**
**City of Holly Hill**
**General Engineering Consultant RFQ #22-PW-01**
**Hourly Rate Schedule**

| Contract Position Title | M&H Internal Billing Title | Raw Hourly Labor Rate | Multiplier | Loaded Hourly Labor Rate |
|---|---|---|---|---|
| Principal Engineer (Project Director) | Senior Associate, Principal | $ 102.98 | 280.16% | $ 288.51 |
| Project Manager | Senior Client/Project Manager | $ 86.73 | 280.16% | $ 242.98 |
| Senior Project Engineer | Senior Project Engineer | $ 74.16 | 280.16% | $ 207.77 |
| Project Engineer | Engineer IV/Senior Engineer | $ 61.46 | 280.16% | $ 172.19 |
| Senior Designer (CADD) | Senior Engineering Technician | $ 55.62 | 280.16% | $ 155.82 |
| Project Administrator (CEI) | Engineering Technician IV | $ 46.84 | 280.16% | $ 131.23 |
| Engineering Intern | Engineer I/II/III | $ 40.65 | 280.16% | $ 113.89 |
| Designer (CADD) | Engineering Technician III | $ 34.63 | 280.16% | $ 97.02 |
| GIS Technician | Engineering Technician III | $ 34.63 | 280.16% | $ 97.02 |
| Senior Inspector (CEI) | Engineering Technician III | $ 33.24 | 280.16% | $ 93.13 |
| Inspector (CEI) | Engineering Technician II | $ 28.56 | 280.16% | $ 80.01 |
| Administrative Support | Admin Assistant | $ 25.63 | 280.16% | $ 71.81 |

Notes:
1. Audited multiplier per audit for fiscal year ending October 31, 2020 is 268.16%.
2. FY2020 audited rate was lower than previous years due to lower expenses caused by COVID.
3. Raw hourly labor rate range based on current staffing and salaries as of Decmber 13, 2021.
4. Raw hourly rates and multiplier are subject to annual adjustments.
5. This schedule is effective between January 1, 2022 and December 31, 2022.

**Expenses:**
Out-of-Pocket Direct Job Expenses (subconsultants, reproduction, postage, permit application fees, etc.) = Actual Cost + 5%

**Travel:**
Company/Personal Car Mileage (work required to be performed out of Volusia County) = IRS rate per mile

**Billing:**
Invoicing will be on a monthly basis for work performed.

Attachment: Exhibit A - 2022-R-32 (2025-R-14 : Mead & Hunt, Inc. Contract Extension)

Affidavit of E-Verify Requirements Compliance

RFQ 22-WW-02 Professional Engineering Services For ARPA Improvement Projects

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Mead & Hunt
PO Box 290247, Port Orange, FL 32129

Consultant/Contractor Name and Address

Signature

David King, PE, Vice President

Name and Title

Attachment: Exhibit A - 2022-R-32 (2025-R-14 : Mead & Hunt, Inc. Contract Extension)

Mead & Hunt

January 16, 2025

Antoine Khoury, PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

Subject: **Professional Consultant Services Agreement Contract Extension**

Dear Antoine,

As you may be aware, the original term of our current Professional Consultant Services Agreement for Engineering/CEI Services for ARPA Improvements is set to expire on March 9, 2025. The contract allows for two (2) one-year extensions. Mead & Hunt would like to thank the City of Holly Hill for the consideration of the extension of this contract. A Professional Consultant Services Agreement Contract Extension has been attached for your review and consideration.

We look forward to continuing to assist the City with successfully completing the treatment facility improvements that are being funded with the ARPA SLFRF funds and to fully expend such funds prior to the deadline of December 31, 2026. Please contact our office if you have any questions.

Sincerely,

David A. King, P.E.
Vice President

Enclosure: Professional Consultant Services Agreement for Engineering/CEI Services for ARPA Improvements Contract Extension

DAK/dp

Attachment: Exhibit B - Mead and Hunt Engineering Services Agreement Extension 2025-2026 (2025-R-14 : Mead & Hunt, Inc. Contract

**CONTRACT RENEWAL**
**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

Reference is made to the Contract entered into between the CITY OF HOLLY HILL (CITY) and MEAD & HUNT (CONSULTANT) for professional services in connection with the City's planned Engineering/CEI Services for ARPA Improvement Projects, with the option to renew in accordance with the contract documents.

In accordance with the master agreement dated March 10, 2022, and by mutual agreement of the contracting Parties, this contract is hereby extended for an additional one (1) year period through March 10, 2026.

**All terms, conditions, and specifications of the aforementioned Contract are incorporated herein by reference in full force and effect.**

**IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives this Contract Renewal.**

**SIGNATURES:**

**CITY OF HOLLY HILL**

**ATTEST:**

_____ **By:** _____

**Title:** _____ **Name:** _____

**Title:** _____

**Date:** _____

**ATTEST:**

**MEAD & HUNT**

_____ **By:** _____

**Title:** Administrative Assistant **Name:** David King

**Title:** Vice President

**Date:** January 16, 2025

Attachment: Exhibit B - Mead and Hunt Engineering Services Agreement Extension 2025-2026 (2025-R-14 : Mead & Hunt, Inc. Contract

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Antoine Khoury**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Waiver of the Formal Bid Procedure for the Purchase of a Used Spotter Truck from Kenworth of Jacksonville in the Amount of $69,600 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **2025-R-15**
**APPLICANT:**
**PLANNER:**

**DISCUSSION:**

For the fiscal year 2024/2025 budget, the City Commission approved a line item of $75,000 for the purchase of a used Spotter Truck. This is to replace a 1982 International Dump Truck, and will be used as a backup vehicle capable of hauling a sludge trailer in the Public Works yard. The ability to move this trailer is paramount in maintaining continuous sewer operations.

Since the City is seeking a used vehicle, it is not possible to seek proposals which feature identical specifications. The Holly Hill Purchasing Policy has anticipated this scenario and authorizes the City Commission to waive the formal bidding procedure of costs greater than $25,000 provided certain criteria are met. Specifically, Chapter 8 of the purchasing policy states:

**CHAPTER 8 - WAIVERS OF BID**
The City Manager may waive purchasing policy up to $25,000, and Commission may waive the formal bidding procedure over $25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.

• When additional loss to public or private property might occur.
• When, after notice in accordance with ordinance, no bids or proposals are received.
• Otherwise as determined to be in the best interest of the City.

City staff recommend that the purchase of the spotter truck be made with a waiver of the formal bid procedure "to obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department."

The waiver recommendation confirmation by the Finance Department is included under 'Exhibit A'.

In order to ensure that proposals offered to the city are of fair market value for a used spotter truck, City staff have identified and compared multiple vehicles available for purchase. Below are the findings of City staff:

| Year | Make | Model | Engine | Miles | Hours | Cost | Shipping |
|---|---|---|---|---|---|---|---|
| 2019 | Ottawa | T2 | Cummins QSB6.7 | 46,745 | 14,998 | $68,500.00 | $1,100.00 |
| 2011 | Capacity | TJ5000 | Maxxforce | 12,345 | Unknown | $48,000.00 | TBD |
| 2019 | Ottawa | T2 | Cummins QSB4.5 | SOLD | | | |
| 2019 | Ottawa | T2 | Cummins 6.7 | 35,136 | 9,892 | $79,999.00 | TBD |
| 2019 | Ottawa | T2 | Cummins QB6.7 | 42,736 | 10,736 | $75,999.00 | TBD |
| 2019 | Ottawa | T2 | Cummins ISB6.7 | SOLD | | | |
| 2019 | Ottawa | T2 | Cummins ISB6.7 | 11,257 | 8,495 | $69,000.00 | TBD |

Upon analysis of the vehicles available, City staff have determined that the 2019 Ottawa T2, available from Kenworth of Jacksonville and highlighted above, is the preferred vehicle. This is due to the cleanliness of the vehicle, lack of rust and indication that the vehicle has been well maintained.

Of the other vehicles researched:

* The 2011 Capacity TJ5000 was not recommended as the vehicle is 13 years old, no Maxxforce vendors are available in the State of Florida to aid in maintenance and parts, and the hours of use are unknown. The hours of usage for runtime/idling being unknown is particularly concerning as hours of usage are more indicative of remaining useful life than miles in this type of vehicle.

* The 2019 Ottawa T2 for $79,999 was not selected as the cost does not include shipping. This vehicle is located in Seattle and shipping costs are anticipated to be very expensive and over budget.

* The 2019 Ottawa T2 for $75,999 was not recommended as the cost does not include shipping. This vehicle is located in Michigan and shipping costs are anticipated to be very expensive and over budget.

* The 2019 Ottawa T2 selling for $69,000 was not recommended as further research indicated a lot of rust on this vehicle, which indicates that significant maintenance needs are likely to follow. A follow up of this vehicle shows that it has since been sold.

The recommended vehicle is included under "Exhibit B." The remainder of vehicles researched are included under "Exhibit C."

**FISCAL ANALYSIS:**

The spotter truck has been budgeted into general ledger account number 407-8110-580-6400, project number 25WW07, in the amount of $75,000. The cost of the recommended used 2019 Ottawa T2 Spotter truck is $69,600 including shipping.

**STAFF RECOMMENDATION:**

Approve the waiver of the formal bid procedure for the purchase of a used 2019 Ottawa T2 spotter truck from Kenworth of Jacksonville in the amount of $69,600, and authorize the City Manager to execute the same.

**COMMISSION GOAL:**

**Goal #1**: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4:** Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

**RESOLUTION:**

**APPROVE THE PURCHASE OF A USED 2019 OTTAWA T2 SPOTTER TRUCK FROM KENWORTH OF JACKSONVILLE IN THE AMOUNT OF $69,600, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.**

**ATTACHMENTS:**

- Exhibit A - Waiver Recommendation Confirmation (PDF)
- Exhibit B - 2019 Ottawa T2 Spotter Truck (PDF)
- Exhibit C - Additional Spotter Trucks (PDF)

# Resolution No. 2025-15

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE WAIVER OF THE FORMAL BID PROCEDURE FOR THE PURCHASE OF A USED SPOTTER TRUCK FROM KENWORTH OF JACKSONVILLE IN THE AMOUNT OF $69,600 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE WAIVER OF THE FORMAL BID PROCEDURE FOR THE PURCHASE OF A USED SPOTTER TRUCK FROM KENWORTH OF JACKSONVILLE IN THE AMOUNT OF $69,600 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the replacement of a sludge hauling truck with a used spotter truck was approved in the fiscal year 2024/2025 budget; and

**WHEREAS,** the purchase of a used spotter truck cannot be bid in a formal procedure due to necessary differences in specifications; and

**WHEREAS,** the City Commission has authority under Chapter 8 of the Holly Hill Purchasing Policy to waive the formal bid process if specific criteria are met; and

**WHEREAS,** this purchase meets the criteria of obtaining materials, equipment or services which cannot be purchased under normal bid procedures as confirmed by the Finance Department; and

**WHEREAS,** staff have researched available used spotter trucks to select the used vehicle with the best value.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill approve the waiver of the formal bid procedure for the purchase of a 2019 Ottawa T2 spotter truck from Kenworth of Jacksonville in the amount of $69,600 and authorize the City Manager to execute the same.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025.**

The City of Holly Hill

Steven Juengst <sjuengst@hollyhillfl.org>

# Spotter truck

**Michele Moore** <mmoore@hollyhillfl.org> Fri, Jan 31, 2025 at 1:33 PM
To: Steven Juengst <sjuengst@hollyhillfl.org>

Steve,
Please reference Chapter 8 of the Purchasing policy below for the Spotter truck purchase in your agenda item.

CHAPTER 8 – WAIVERS OF BID

The City Manager may waive purchasing policy up to $25,000, and Commission may waive the formal bidding procedure over $25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

Michele Moore, CGFO, CMA
Finance Director
City of Holly Hill
386-248-9426
mmoore@hollyhillfl.org

HOLLY HILL
FLORIDA

Attachment: Exhibit A - Waiver Recommendation Confirmation (2025-R-15 : Spotter Truck Purchase)

KENWORTH JACKSONVILLE

# 2019 OTTAWA T2



USD **USD $68,500**

**Machine Location:** 5205 Agusta rd Savannah, Georgia 31408

## Seller Information

KENWORTH OF JACKSONVILLE

**Contact:** Sales Staff

**Phone:** (904) 530-7041

Jacksonville, Florida 32254

(904) 530-7041

Video Chat



Hide Thumbnails

## Description

2019 Ottawa Off Road Serial #350975 Southern Truck Excellent condition AC Dual 50 gallon fuel tanks Trailer Protection Lease maintained 25 mph Allison 3000RDS Cummins QSB6.7 173 hp

Attachment: Exhibit B - 2019 Ottawa T2 Spotter Truck (2025-R-15 : Spotter Truck Purchase)

Meritor axle 7.17 116” WB LED lighting Wabco 1200 air dryer Stainless Steel heated mirrors 11R22.5 tires

## Specifications

| | | | |
|---|---|---|---|
| **Year** | 2019 | **Manufacturer** | OTTAWA |
| **Model** | T2 | **Mileage** | 46,745 mi |
| **VIN** | 351814 | **Hours** | 14,998 |
| **Condition** | Used | **Stock Number** | S1281 |
| **Horsepower** | 173 HP | **Engine Manufacturer** | CUMMINS |
| **Engine Model** | QSB6.7 | **Engine Serial Number** | 7448237 |
| **Fuel Type** | Diesel | **Transmission** | Automatic |
| **Transmission Manufacturer** | ALLISON | **Number of Speeds** | 6 Spd |
| **Wheels** | All Steel | **A/C** | Yes |
| **A/C Condition** | Good | **Drive Side** | Left Hand Drive |
| **Color** | White | | |

Show As Paragraph

Attachment: Exhibit B - 2019 Ottawa T2 Spotter Truck (2025-R-15 : Spotter Truck Purchase)

The City of Holly Hill

Steven Juengst <sjuengst@hollyhillfl.org>

# Fwd: Used Spotter Truck Options Kenworth of Jacksonville

**Steven Reeves** <sreeves@hollyhillfl.org> Tue, Feb 11, 2025 at 9:09 AM
To: Steven Juengst <sjuengst@hollyhillfl.org>

---------- Forwarded message ---------
From: **Jake Reaves** <jakereaves@kwjax.com>
Date: Tue, Feb 11, 2025 at 9:02 AM
Subject: Re: Used Spotter Truck Options Kenworth of Jacksonville
To: Steven Reeves <sreeves@hollyhillfl.org>

Good morning Steve,

It was good talking to you again yesterday. I wanted to resend the truck information on the unit we spoke about for your location.

2019 Off-Rd Ottawa: $68,500
https://www.kwjax.com/inventory/?/listing/for-sale/229338729/2019-ottawa-t2-yard-spotter-trucks?dlr=1&accountcrmid=367973&settingscrmid=367973

This unit is still available at the same price. The delivery to your location would be $1,100 on top of the retail price.

I appreciate the opportunity! Please let me know if I am able to answer any questions.

Thank you,

Jake Reaves
Kenworth of Jacksonville
O: 904-739-2296 Ext. 2871
C: 904-759-7465
www.kwjax.com

---

**From:** Jake Reaves <jakereaves@kwjax.com>
**Sent:** Monday, January 27, 2025 1:30 PM
**To:** Steven Reeves <sreeves@hollyhillfl.org>
**Subject:** Re: Used Spotter Truck Options Kenworth of Jacksonville

[Quoted text hidden]

Attachment: Exhibit B - 2019 Ottawa T2 Spotter Truck (2025-R-15 : Spotter Truck Purchase)

KENWORTH JACKSONVILLE

# 2011 CAPACITY TJ5000



USD **USD $48,000**

**Machine Location:** 5205 Agusta rd Savannah, Georgia 31408

## Seller Information

KENWORTH OF JACKSONVILLE

**Contact:** Sales Staff

**Phone:** (904) 530-7041

Jacksonville, Florida 32254

(904) 530-7041

Video Chat




Hide Thumbnails

## Specifications

| | | | |
|---|---|---|---|
| **Year** | 2011 | **Manufacturer** | CAPACITY |

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

| | | | |
|---|---|---|---|
| **Model** | TJ5000 | **Mileage** | 12,345 mi |
| **VIN** | 4LMBL2116BL021874 | **Condition** | Used |
| **Stock Number** | S1602 | **Horsepower** | 200 HP |
| **Engine Manufacturer** | MAXXFORCE | **Fuel Type** | Diesel |
| **Transmission** | Automatic | **Transmission Manufacturer** | ALLISON |
| **Number of Speeds** | 6 Spd | **Gross Vehicle Weight Rating** | Class 8: 33,001 pounds or greater |
| **Wheels** | All Steel | **A/C** | Yes |
| **A/C Condition** | Good | **Drive Side** | Left Hand Drive |
| **Color** | White | | |

Show As Paragraph

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)




# New 2019 Ottawa Yard Spotter Truck

## T2 OFF ROAD For Sale

Stock # 119127 OFF ROAD

$93,769

## Washington Liftruck

**Popularity Stats**

**Seen 5 times** *(last 30 days)*

Saved by 2 people

The price has not decreased recently

**Description**

Stock # 119127 OFF ROAD

2019 Ottawa T2 OFF ROAD, Ottawa T2 4x2 - Off Road

- QSB4.5 173 hp engine
- Allison Transmission
- Meritor axles
- 126 inch wheelbase
- Block heater
- Right side vent wing window
- Rear window behind driver's seat
- National brand Modura-covered seat
- Seat backside protector
- Air horn
- Air conditioning
- Cab fan
- Electric windshield washer
- Electric wiper with intermittent control
- See thru sun visor
- Push button start with key
- Blow gun under seat
- Dash power jacks
- Smart back up alarm
- LED strobe light
- 2 forward facing LED flood lights mounted on front edge of cab roof
- LED flood light in standard position
- 4 rearward facing LED flood lights
- LED lighting package
- LED cab clearance lights
- LED headlights
- Operator controlled LED search/spot light
- Heated 8" convex mirrors
- Heated moto mirrors right side remote controlled
- Mud flaps in front and behind drive axle
- Flexible rear fenders
- Mud flaps behind steer axle
- Bumper magnet
- Right side steps
- Trailer stops for cab protection
- Heat/splash shields under boom

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

- Raised platform behind sliding door
- Constant torque hose clamps
- Coolant overflow reservoir
- Rubber pad in bottom of battery box
- Battery disconnect switch
- Jump start studs
- DEF tank lid
- 5 inch inside diameter lift cylinders
- Bendix AD9 air dryer
- Claw air line retractor
- air power lines wrapped in hose guard
- Trailer hose holder
- tape on front and sides of cab
- 295/75R22.5 low profile tires
- black powder coated wheels

Message from Washington Liftruck

Our mission is to provide the highest quality

| | |
|---|---|
| Make: | Ottawa |
| Model: | T2 OFF ROAD |
| Class: | Default |
| Category: | Yard Spotter Truck |
| Location: | Seattle, WA |
| Stock Number: | 119127 OFF ROAD |
| VIN: | 352,947 |

View on Dealer's Website

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Featured

IMAGE IS LOADING

$93,769

**2019 Ottawa T2 OFF ROAD Yard...**
Washington Liftruck 2,527 mi aw...

Featured

IMAGE IS LOADING

$69,769

**2016 Ottawa 4x2 DOT/EPA Yard...**
Washington Liftruck 2,527 mi aw...

Featured

IMAGE IS LOADING

No Price Listed

**2019 KALMAR OTTAWA Yard Sp...**
Washington Liftruck 2,527 mi aw...

IMAGE IS LOADING

$86,769

**2019 Ottawa 4x2 OFF ROAD Yar...**
Washington Liftruck 2,527 mi aw...

IMAGE IS LOADING

No Price Listed

**2023 Ottawa T2 4x2 DOT LEGAL...**
Washington Liftruck 2,527 mi aw...

No Lis

202
Wasl

**Washington Liftruck**

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Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)




# Used 2019 OTTAWA Yard Spotter Truck

## T2 For Sale

Stock # 349950

$79,999

## Metro Airport Truck

**Popularity Stats**
**Seen 2 times** *(last 30 days)*

Be the first user to .

The price has not decreased recently

**Description**
Stock # 349950

2019 OTTAWA, T2, Heavy Duty Trucks - Yard Spotter Trucks, CUMMINS B6.7, Automatic, 2019 OTTAWA T2 4x2 Cummins B6.7 - 200 HP Allison 3000RDS Trans 116" Wheelbase Highway Legal Package, 200 Horse Power, Suspension, Wheels, Wheel Base, , Axle, Ratio, , VIN

**Metro Airport Truck**

**Detailed Specifications**

| | |
|---|---|
| **Condition:** | Used |
| **Year:** | 2019 |
| **Make:** | OTTAWA |
| **Model:** | T2 |
| **Class:** | CLASS 8 (GVW 33001 - 150000) |
| **Category:** | Yard Spotter Truck |

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

| | |
|---|---|
| **Location:** | Taylor, MI |
| **Horse Power:** | 200 |
| **Max Horse Power:** | 200 |
| **Axles:** | 4x2 |
| **Stock Number:** | 349950 |
| **Drivetrain:** | 4x2 |
| **Engine Manufacture:** | CUMMINS |
| **Engine Model:** | B6.7 |
| **Transmission Make:** | Allison RDS |

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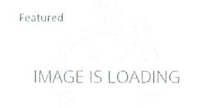
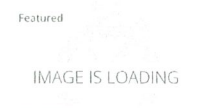



$75,999

**2019 OTTAWA T2 Yard Spotter ...**
Metro Airport Truck 906 mi away

Featured




$75,999

**2018 OTTAWA T2 Yard Spotter ...**
Metro Airport Truck 906 mi away

Featured




$69,999

**2018 OTTAWA T2 Yard Spotter ...**
Metro Airport Truck 906 mi away

Featured




$64,999

**2017 OTTAWA T2 Yard Spotter ...**
Metro Airport Truck 906 mi away




$800

**2023 KALMAR OTTAWA T2 Yard ...**
Metro Airport Truck 906 mi away

$8

202
Metr

**Metro Airport Truck**

**Call 1-888-217-9925**

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Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)




# Used 2019 OTTAWA Yard Spotter Truck

## T2 For Sale

Stock # 349953

$75,999

## Metro Airport Truck

**Popularity Stats**
**Seen 4 times** *(last 30 days)*

Be the first user to .

The price has not decreased recently

**Description**
Stock # 349953

2019 OTTAWA, T2, Heavy Duty Trucks - Yard Spotter Trucks, CUMMINS QSB6.7, Automatic, 2019 Ottawa T2 4x2 Cummins QSB6.7 Allison 3000RDS 11r22.5, 173 Horse Power, Suspension, Wheels, 116 Wheel Base, , Axle, Ratio, , VIN

**Metro Airport Truck**

**Detailed Specifications**

| | |
|---|---|
| **Condition:** | Used |
| **Year:** | 2019 |
| **Make:** | OTTAWA |
| **Model:** | T2 |
| **Class:** | CLASS 8 (GVW 33001 - 150000) |
| **Category:** | Yard Spotter Truck |
| **Location:** | Taylor, MI |

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

| | |
|---|---|
| **Horse Power:** | 173 |
| **Max Horse Power:** | 173 |
| **Wheelbase:** | 116 |
| **Stock Number:** | 349953 |
| **Engine Manufacture:** | CUMMINS |
| **Engine Model:** | QSB6.7 |
| **Transmission Make:** | Allison RDS |

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Featured — IMAGE IS LOADING — $79,999
**2019 OTTAWA T2 Yard Spotter ...**
Metro Airport Truck 906 mi away

Featured — IMAGE IS LOADING — $75,999
**2018 OTTAWA T2 Yard Spotter ...**
Metro Airport Truck 906 mi away

Featured — IMAGE IS LOADING — $69,999
**2018 OTTAWA T2 Yard Spotter ...**
Metro Airport Truck 906 mi away

Featured — IMAGE IS LOADING — $64,999
**2017 OTTAWA T2 Yard Spotter ...**
Metro Airport Truck 906 mi away

IMAGE IS LOADING — $800
**2023 KALMAR OTTAWA T2 Yard ...**
Metro Airport Truck 906 mi away

$8
202
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**Metro Airport Truck**

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Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

‹ Results

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# Used 2019 OTTAWA Yard Spotter Truck

## T2 For Sale

Stock # 352616

$71,956

## Ottawa Trucks Center

**Popularity Stats**
**Seen 1 times** *(last 30 days)*

Be the first user to .

The price has not decreased recently

**Description**
Stock # 352616

2019 Kalmar Ottawa DOT
Cummins ISB6.7 200HP
Allison 3000 RDS Transmission
Meritor Axles
Air Conditioning, Cab Fan
Strobe Light
Trailer Stops

Message from Ottawa Trucks Center
We are an authorized dealer for Ottawa Trucks Center offering the full line of new Ottawa Terminal Tractors, including the 4x2 DOT, 4x2 Off Road, 6x4 Dot, T2 and the new TE.

**Ottawa Trucks Center**

**Detailed Specifications**

| | |
|---|---|
| **Condition:** | Used |
| **Year:** | 2019 |
| **Make:** | OTTAWA |

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

| | |
|---|---|
| **Model:** | T2 |
| **Class:** | CLASS 8 (GVW 33001 - 150000) |
| **Category:** | Yard Spotter Truck |
| **Cab Type:** | STANDARD CAB |
| **Location:** | Fort Lauderdale, FL |
| **Horse Power:** | Less Than 200 |
| **Fuel Type:** | Diesel/BioDiesel |
| **Wheelbase:** | 116 |
| **Front Axle:** | 12,000 |
| **Rear Axle:** | 30,000 |
| **Stock Number:** | 352616 |
| **Engine Manufacture:** | Cummins |
| **Engine Model:** | ISB6.7 |
| **Engine Size:** | 20.0L |
| **Transmission Make:** | Allison |
| **Transmission Speed:** | 6 |
| **Transmission Type:** | Automatic |
| **Front Tire Size:** | 11R22.5 |
| **Rear Tire Size:** | 11R22.5 |
| **Color:** | White |
| **Interior Color:** | Grey |

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| Featured | Featured | Featured | Featured | Featured | Fe |
|---|---|---|---|---|---|
| IMAGE IS LOADING | IMAGE IS LOADING | IMAGE IS LOADING | IMAGE IS LOADING | IMAGE IS LOADING | |
| $129,828 | $129,828 | $129,828 | $80,740 | 11,257 miles | $45,000 |

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

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Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

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# Used 2019 OTTAWA Yard Spotter Truck

## T2 For Sale

11,257 Miles Stock # 352617

$69,000

## Ottawa Trucks Center

**Popularity Stats**
**Seen 3 times** *(last 30 days)*

Be the first user to .

The price has not decreased recently

**Description**
Stock # 352617 11,257 Miles

2019 Kalmar Ottawa T2 On Road
8495 Hours
Cummins 6.7 200 HP
Allison 3000 Transmission
Meritor axles
Air Conditioning, cab fan
Strobe light
Trailer stops

Message from Ottawa Trucks Center
We are an authorized dealer for Ottawa Trucks Center offering the full line of new Ottawa Terminal Tractors, including the 4x2 DOT, 4x2 Off Road, 6x4 Dot, T2 and the new TE.

**Ottawa Trucks Center**

**Detailed Specifications**

| | |
|---|---|
| **Condition:** | Used |
| **Year:** | 2019 |

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

| | |
|---|---|
| Make: | OTTAWA |
| Model: | T2 |
| Class: | CLASS 8 (GVW 33001 - 150000) |
| Category: | Yard Spotter Truck |
| Cab Type: | STANDARD CAB |
| Location: | Fort Lauderdale, FL |
| Horse Power: | Less Than 200 |
| Max Horse Power: | 200 |
| Max Torque: | 550 |
| Max Rpm: | 2,200 |
| Fuel Type: | Diesel/BioDiesel |
| Axles: | 4x2 |
| Wheelbase: | 116 |
| Front Axle: | 12,000 |
| Rear Axle: | 30,000 |
| Brake Type: | Hydraulic |
| Stock Number: | 352617 |
| Engine Manufacture: | Cummins |
| Engine Model: | ISB6.7 |
| Engine Size: | 6.7L |
| GVWR: | 33,001 |
| Transmission Make: | Allison |
| Transmission Speed: | 6 |
| Transmission Type: | Automatic |

Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

| | |
|---|---|
| **Front Tire Size:** | 11R22.5 |
| **Rear Tire Size:** | 11R22.5 |
| **Color:** | White |
| **Interior Color:** | Grey |
| **Doors:** | 1 |
| **Mileage:** | 11,257 |

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See more Trucks from this dealer

| Featured | Featured | Featured | Featured | Featured | Fe |
|---|---|---|---|---|---|
| IMAGE IS LOADING | IMAGE IS LOADING | IMAGE IS LOADING | IMAGE IS LOADING | IMAGE IS LOADING | |
| $129,828 | $129,828 | $129,828 | $80,740 11,257 miles | $45,000 | $4! |
| **2023 OTTAWA T2 Yard Spotter ...** Ottawa Trucks Center 225 mi away | **2023 OTTAWA T2 Yard Spotter ...** Ottawa Trucks Center 225 mi away | **2023 OTTAWA T2 Yard Spotter ...** Ottawa Trucks Center 225 mi away | **2020 KALMAR YARD SPOTTER Y...** Ottawa Trucks Center 225 mi away | **2019 OTTAWA T2 Yard Spotter ...** Ottawa Trucks Center 225 mi away | **201!** Otta |

**Ottawa Trucks Center**

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Attachment: Exhibit C - Additional Spotter Trucks (2025-R-15 : Spotter Truck Purchase)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Antoine Khoury**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Joint Project Grant with Volusia County and the City of Holly Hill for Chemical Tank Replacement at the City Utility Treatment Facility and a Budget Amendment Request Transferring City Cost Share Fund into a Project Fund and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.**
**NUMBER:** **2025-R-16**
**APPLICANT:**
**PLANNER:**

**DISCUSSION:**

The City of Holly Hill has qualified and been awarded a $800,000 grant for Utility Chemical Tank Replacements through the partnership program with Volusia County Transform360 program. The Transform 360 award letter is attached as **Exhibit A**.

Volusia County has been awarded $328.9 Million in a Community Development Block Grant - Disaster Recovery (CDBG-DR) funds from the Department of Housing and Urban Development (HUD) to assist in the recovery efforts following Hurricane Ian. Through the partnership, the County and City will complete Utility Chemical Tank Replacements to help create a safer and more resilient utility for the community.

The Utility treatment system has historically utilized gas cylinder chlorine and dichlorination chemicals in the water and wastewater treatment processes. Gaseous chlorine and dichlorination chemicals are very strong chemicals. If they have a significant leak, they can be extremely toxic to staff and surrounding dwellings. Converting these systems to liquid chlorine and dichlorination chemicals, the same level of treatment can be achieved, but with a much safer product. Additionally, the existing cylinders systems are vulnerable to flooding. The new chemical tanks and controls will be designed to mitigate flood issues to create more resilient utility operations. The City application for the grant is attached as **Exhibit B** for reference.

The Joint Project agreement between the County and the City for Chemical tank replacement is attached as **Exhibit C**. The Transform 360 Chemical Tank Replacement program will be designed and permitted by the City Utility Engineer of record, Mead and Hunt, Inc. The County will bid and oversee the construction. As the County has Mead and Hunt, Inc., as a continuing contract, the City has requested Mead and Hunt, Inc., perform the Construction Engineering Inspection for consistency. The funding for the grant project will be provided 75% from the County Transform 360 and 25% from City Utility reserves.

## FISCAL ANALYSIS:

The City has Mead and Hunt, Inc., is currently under contract for the design and permitting of the Utility Chemical Tank Replacements with the water and wastewater SAHFI grant engineering contracts previously approved by the City Commission. The Funding of the construction was originally planned for the SAHFI grants improvements. However, with the County Transform 360 grant, the Utility Chemical Tank Replacements can be expedited and the saving can be utilized for other needed SAHFI plant improvements.

The Project is estimated at $800,000.00 with 75% funding form the County Transform 360 funds and 25% from City funding. This was an unfunded capital improvement for FY 2024-25 made possible with the grant funding. The project code for the Chemical Tank Replacement is 25WW09. Expenditures are being budgeted to GL account 407-8110-580-630 with the attached BAR to budget the required $200,000 match from prior year reserves and to establish the grant revenue.

## STAFF RECOMMENDATION:

Approve the grant application and the Joint Project agreement between the County and the City for the chemical tank replacement for liquid chlorine and dichlorination chemicals for the utility treatment system and approve the budget amendment request creating the project code and utilizing prior year funds to establish budget for the City cost share.

## COMMISSION GOAL:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships

**Goal #4:** Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

## MOTION:

**APPROVING A JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND CITY FOR CHEMICAL TANK REPLACEMENT AT THE CITY UTILITY TREATMENT FACILITY AND A BUDGET AMENDMENT REQUEST TRANSFERRING CITY COST SHARE FUND INTO A PROJECT FUND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.**

**ATTACHMENTS:**

- Exhbit A - Grant Award - HH_JPA Cover Letters_ORR Signed (PDF)
- Exhibit B - Chemical Tank Replacement Grant Application (PDF)
- Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (DOCX)
- Exhibit D BAR Utility Chemical Tank Replacement (PDF)

# Resolution No. 2025-16

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND THE CITY OF HOLLY HILL FOR CHEMICAL TANK REPLACEMENT AT THE CITY UTILITY TREATMENT FACILITY AND A BUDGET AMENDMENT REQUEST TRANSFERRING CITY COST SHARE FUND INTO A PROJECT FUND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND CITY FOR CHEMICAL TANK REPLACEMENT AT THE CITY UTILITY TREATMENT FACILITY AND A BUDGET AMENDMENT REQUEST TRANSFERRING CITY COST SHARE FUND INTO A PROJECT FUND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City operates water and wastewater treatment facilities to maintain the health and well-being of the community using chemicals; and

**WHEREAS,** the City desires to replace the chemical storage tanks to create a safer and more resilient treatment process; and

**WHEREAS,** The City applied for and has been award a Transform 360 joint project grant of $800,000.00 with Volusia County, FL with the County funding 75% of the project through a County Development Block Grant known as the Volusia Transform 360 grant;

**WHEREAS,** The City has adequate reserves with a budget amendment to fund its 25% cost allocation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill approves joint project grant agreement of $800,000 for the replacement of chemical tanks for the utility treatment system and authorizes the City Manager to execute the same.

**SECTION 2.** That the City Commission of the City of Holly Hill approves a budget amendment in the amount of $200,000 to fund the City portion of the chemical tank

replacement program and authorizes the City Manager to execute the same

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4 . EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025.**

Office of Recovery & Resiliency
Phone (386) 943-7029 • Fax (386) 943-7016
www.transform386.org

February 12, 2025

Joseph A. Forte
City Manager
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

**Subject: Joint Project Agreements for Chemical Tank Replacements & Storm Sewer Pipe Lining**

Dear Mr. Forte,

Enclosed please find draft Joint Project Agreement(s) (JPAs) for the following projects for your city's review and approval:

- Chemical Tank Replacements
- Storm Sewer Pipe Lining

These agreements outline the scope of work and mutual responsibilities for the successful implementation of these projects. If you have any questions or concerns regarding the agreement, please feel free to contact our team at mdewall@volusia.org. We appreciate your time and collaboration in moving these projects forward.

As you are aware, Volusia County has been awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds from the Department of Housing and Urban Development (HUD) to assist in the recovery efforts following Hurricane Ian. Through this partnership, we aim to ensure the successful completion of Chemical Tank Replacements & Storm Sewer Pipe Lining in alignment with grant requirements and community needs.

The County is committed to working closely with the City of Holly Hill throughout this process to coordinate project execution efficiently. We look forward to your review of the enclosed agreement and are happy to address any questions or concerns you may have. As previously discussed, please obtain approval from your city commission and complete a purchase order with all needed city-committed funds.

Please provide your approval at your earliest convenience so we may proceed with the next steps. Thank you for your time and cooperation. We look forward to working together on this important initiative.

Attachment: Exhbit A - Grant Award - HH_JPA Cover Letters_ORR Signed (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt CDBG-

Office of Recovery & Resiliency
Phone (386) 943-7029 • Fax (386) 943-7016
www.transform386.org

Best regards,

**Dona Butler**
Director, Office of Recovery and Resiliency
County of Volusia

Attachment: Exhbit A - Grant Award - HH_JPA Cover Letters_ORR Signed (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt CDBG-

# City of Holly Hill
# Chemical Tank Replacements

**Project Title**: Chemical Tank Replacements

**Project Location:**

City of Holly Hill Wastewater Treatment Facility
453 LPGA Boulevard
Holly Hill, Florida 32117
SO2 tank: 29.243408, -81.045745
CL2 tank: 29.243449, -81.045766

City of Holly Hill Water Treatment Facility
453 LPGA Boulevard
Holly Hill, Florida 32117
CL2 tank: 29.242962, -81.046394

**Project Description:** The City of Holly Hill has a Water Treatment Facility which can treat up to 2.3 million gallons of water per day and an Advanced Waste Management System designed to treat 3 million gallons of sewer per day. Part of the treatment process for both the water and wastewater plants is the use of chemicals such as chlorine and sulfur dioxide. The City of Holly Hill currently uses gaseous chlorine and sulfur dioxide for the disinfection process. These tanks are located within a Zone AE Flood Zone.

The Public Works yard where the chemical storage tanks are housed are in areas with an elevation of 4.8' and 3.5' respectively. During storm events, these areas routinely are flooded. Since the City of Holly Hill drains to an intracoastal waterway, sea level rise is anticipated to cause yet more frequent and significant flooding events. Flooding can cause significant damage to the chemical tanks, affiliated electrical components, metering pumps and monitoring equipment. If the chlorine and sulfur dioxide tanks and infrastructure are not improved, a disruption of water and wastewater treatment may occur. Such a disruption will affect all approximately 13,000 residents of the city.

More importantly, the rupture of one of the existing tanks is highly hazardous and can harm operators and the neighborhood of the Public Works Yard. This harm can include death, as chlorine gas is highly lethal and has been used in chemical warfare.

The City of Holly Hill proposes to install (1) liquid chlorine tank and (1) liquid sulfur dioxide tank at the Wastewater Treatment Facility as well as (1) liquid chlorine tank at the Water Treatment Facility. Work will include new chlorine feed lines and new metering pumps with SCADA control. Additional costs are anticipated for construction administrative services and inspections as well as permitting. Tanks will be raised and tied down so that they are flood proof. The electrical components, metering pumps and monitoring equipment will all be raised above the flood zone.

Attachment: Exhibit B - Chemical Tank Replacement Grant Application (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt CDBG-DR)

Attachment: Exhibit B - Chemical Tank Replacement Grant Application (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt CDBG-DR)

The total cost of this project is anticipated to be $800,000. The Notice to Proceed for this project will be issued once any lead time concerns have been established. Upon the issuance of the Notice to Proceed, this project is anticipated to be complete within (12) months.

**Intended Benefit:**

The intended benefit of this project is twofold:

• The improvements to the chemical tanks will be flood proof. This will significantly reduce the likelihood of disruption of water and sewer services.

• It is the highest priority of the Public Works Department to reduce the risk of harm for both employees and residents. Transitioning from gaseous chlorine and sulfur dioxide to liquid chlorine and sulfur dioxide will significantly reduce the risk of harm. Because liquid chlorine it is produced and stored as a liquid, the potential danger of having high-pressure chlorine gas on site is eliminated. And, in this form, a lower concentration of chlorine is needed for water disinfection than with chlorine gas or calcium hypochlorite.

**Level of Flood Risk Reduction:** The current chemical tanks are located in a Zone AE Flood Zone. Replacement tanks will be raised and tied down in order to provide flood-proofing. . This is anticipated to mitigate the chances of tank failure leading to the disruption of water and/or sewer services.

The chemical tank areas have flooded significantly during the May 2009 rain event and Hurricane Ian. Photos have been uploaded showing the extent of flooding to these areas. The cause of the flooding is elevation and inundation. It is essential that tanks be protected and affiliated equipment by raised out of the flood zone. The electrical components, metering pumps and monitoring equipment will be raised above flood level. These actions are to minimize any risk of a disruption of water and/or sewer services to Holly Hill's citizenry.

**Quantity of Flood Risk Reduction:** The direct assets addressed in this project includes (4) gaseous chlorine tanks and (2) gaseous sulfur dioxide tanks that are proposed to be replaced with (2) liquid chlorine tanks and (1) liquid sulfur dioxide tank. The replacement tanks will be tied down with components installed above the flood zone. The greater purpose of this mitigation effort is to reduce the likelihood of the loss of water and/or sewer services to homes, businesses, and municipal assets throughout the city and the prevention of injury to staff and citizens alike.

**Cost Benefit Analysis:** Interruptions to water/sewer service would cause a loss of revenue to the City of Holly Hill in the amount of $20,491 per day.

**Environmental Impact:** The rupture of either a gaseous chlorine tank or gaseous sulfur dioxide tank poses a significant risk to the environment. Although these gasses are heavier than air, a rupture could potentially cause a dangerous amount of chlorine gas. Sulfur dioxide is also recognized a major air pollutant.

The liquid tanks proposed will be tied down and have essential components raised above the flood zone. In the very unlikely event of a rupture of a liquid tank, the spill can be much more easily contained.

**Ease of Permitting**: The replacement of the chemical storage tanks will require both a city permit and a minor Florida Department of Environmental Protection permit. Neither permit is anticipated to difficult to attain in a timely manner. The receipt of permits is anticipated to be completed within 1 month.

Attachment: Exhibit B - Chemical Tank Replacement Grant Application (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt CDBG-DR)

| Project Title: | Chemical Tank Replacements |
|---|---|

| Budget Categories | Project Cost Estimate | CDBG-DR Funds | | Applicant Funds | | Total |
|---|---|---|---|---|---|---|
| | | amount | percentage | amount | percentage | |
| materials: | 600000 | 500000 | 83% | 100000 | 17% | 600000 |
| labor: | 120000 | 100000 | 83% | 20000 | 17% | 120000 |
| design: | | | #DIV/0! | | #DIV/0! | 0 |
| engineering services: | | | #DIV/0! | | #DIV/0! | 0 |
| environmental review: | | | #DIV/0! | | #DIV/0! | 0 |
| permitting: | 20000 | 0 | 0% | 20000 | 100% | 20000 |
| site inspections: | 60000 | 0 | 0% | 60000 | 100% | 60000 |
| other (type here): | | | #DIV/0! | | #DIV/0! | 0 |
| other (type here): | | | #DIV/0! | | #DIV/0! | 0 |
| Source Total | | 600000 | 0.75 | 200000 | 0.25 | 800000 |
| Total Project Cost | 800000 | | | | | |

# JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY OF HOLLY HILL FOR CHEMICAL TANK REPLACEMENTS

**THIS JOINT PROJECT AGREEMENT** (AGREEMENT) is made and entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the City of Holly Hill, a municipal corporation of the State of Florida, for Chemical Tank Replacements.

**WITNESSETH:**

**WHEREAS**, the COUNTY was awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005 to aid the citizens of Volusia County in their recovery from Hurricane Ian; and

**WHEREAS**, the CITY has a project, Chemical Tank Replacements, and, in conjunction with the County, has determined that the PROJECT is eligible and meets all of the requirements of the HUD Grant B-23-UN-12-0005; and

**WHEREAS**, on behalf of CITY, the COUNTY will manage the design and construction of the PROJECT; and

**WHEREAS**, both parties, by this AGREEMENT, agree to ensure compliance with all federal requirements and grant guidelines as outlined herein; and

**WHEREAS**, the CITY, should it choose to use FEMA Hazard Mitigation Grant Program (HMGP) funds, will petition FEMA for reimbursement; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

**A.** The above recitals are incorporated herein and form a material part of this Agreement.

**B. MUTUAL COOPERATION**

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the PROJECT. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

**C. CITY RESPONSIBILITIES**



Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt

Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt

While the COUNTY will manage the design of the PROJECT on behalf of the City, the City shall be responsible for providing support and direction for the design. This shall include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. Prior to construction and during construction the CITY shall provide timely assistance responding to contractor questions or requests for additional information and approvals of contractor shop drawings. The construction contract will include the provision that the contractor's insurance requirements and warranties for the PROJECT will apply to both the COUNTY and CITY.

At its own expense, the CITY shall provide knowledgeable representatives for the design and construction phases to respond to any PROJECT related questions during that phase of the PROJECT. The CITY shall also provide knowledgeable representatives for the design and construction phases to attend and participate in any PROJECT meetings prior to and during the performance of the PROJECT. The CITY shall provide knowledgeable representatives to observe the construction of the PROJECT at its own expense.

The CITY shall be responsible for the cost of the project above and beyond the funding provided by the HUD Grant B-23-UN-12-0005.

## D. COUNTY'S RESPONSIBILITIES

The COUNTY shall prepare a scope, procure a design consultant and manage the design consultant in the preparation of the engineering plans and documents to include the necessary permitting for the PROJECT. The COUNTY shall ensure that the design of the PROJECT is designed in compliance with the HUD Grant B-23-UN-12-0005 requirements and applicable COUNTY and CITY specifications. The COUNTY shall procure a design consultant using the COUNTY's procurement methods for hiring professional services and noted in Section F. Upon completion of the engineering plans the County shall procure a construction contract using the COUNTY's procurement methods and as noted in Section F. The COUNTY shall oversee the contractor as the PROJECT is constructed. The COUNTY shall coordinate with the CITY on the CITY's requirements to include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner.

The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.

## E. COMPLIANCE

### 1. DAVIS-BACON ACT

The COUNTY shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7. The COUNTY shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

### 2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

The COUNTY shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing regulations at 24 CFR part 135. The COUNTY shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

## F. PROJECT PROCESS

### 1. PROCUREMENT DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary administrative procurement documents for the PROJECT. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the PROJECT.

### 2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract for the PROJECT. The COUNTY will not award the PROJECT without prior review and acceptance by the CITY and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its acceptance of the COUNTY's selection, in writing, within ten (10) days of receipt of notice. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the PROJECT. The COUNTY will not award the PROJECT without receipt of a CITY purchase order within twenty (20) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the PROJECT which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to



Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Project

considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within a ten (10) day review period from the date of notification.

## 3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the PROJECT, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

## 4. CHANGE ORDERS

If the COUNTY determines that any adjustments, relocations, repair and incidentals are required to be made to the PROJECT during the construction phase, the CITY shall be responsible for funding the resolution to these issues unless covered by HUD Grant B-23-UN-12-0005. The COUNTY shall manage the coordination between the engineer of record responsible for the design of the project and the contractor. The COUNTY shall review the change order documents and the overall cost of the resolution. The COUNTY shall provide a copy of the documents and costs to an authorized CITY representative for review. The CITY shall amend its purchase order to reflect any approved change orders within 10 days of being provided the cost information for the change order by the COUNTY for any portion of the change order not covered by HUD Grant B-23-UN-12-0005. All such work shall be coordinated with the construction of the PROJECT and in a manner that will not cause inordinate delay or expense to the contractor.

## 5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

The salvage value of any materials related to the PROJECT and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

## 6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's facilities involved. The CITY agrees that it shall maintain and keep in good repair, or cause to be maintained and kept in good repair, all such



Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt

facilities or utilities.

## G. CITY FUNDING

The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's cost-share portion prior to the award of a contract for the PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the PROJECT to the CITY monthly as the PROJECT is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: Steven Juengst, 1065 Ridgewood Ave, Holly Hill, FL 32117.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the Project performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

## H. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

## I. MISCELLANEOUS

### 1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the PROJECT as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

### 2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.



Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt

Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt

## 3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

## 4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

## 5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY:
VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER
123 WEST INDIANA AVENUE
DELAND, FL 32720

COPY TO:
DONA BUTLER
DIRECTOR, ORR
123 WEST INDIANA AVENUE
DELAND, FL 32720

TO CITY:
CITY OF HOLLY HILL
ATTN: JOSEPH A. FORTE
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

COPY TO:
CITY OF HOLLY HILL
ATTN: STEVEN JUENGST
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

## 6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the PROJECT.

## 7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY. If the COUNTY does not issue an invitation to bid within five years of execution of this AGREEMENT, the AGREEMENT shall terminate.

## 8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

## 9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

## 10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

## 11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

## 12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.



Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

**ATTEST:**

_____
JOSEPH A. FORTE
CITY MANAGER

**CITY OF [CITY]**

BY: _____
JOHN PENNY
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
SCOTT SIMPSON
CITY ATTORNEY

Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt

**ATTEST:**

_____
GEORGE RECKTENWALD
COUNTY MANAGER

**COUNTY OF VOLUSIA, FLORIDA**

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

_____
THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

Attachment: Exhibit C - Grant Agreement HH_CTR_JPA_INF-MIT_CDBG-DR (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt

# CITY OF HOLLY HILL
## Budget Amendment Request
## Fiscal Year 2024-2025

| Requesting Department | | | Date |
|---|---|---|---|
| Finance | | | 2/25/20 |

| ADD FUNDS TO ACCOUNT NUMBER: | PROJECT NUMBER: | ACCOUNT DESCRIPTION: | AMOUNT: |
|---|---|---|---|
| 407-0000-389-1000 | | Prior Year Carry Forward | 200,000.0 |
| 407-0000-331-5010 | | CDBG Grant | 600,000.0 |
| | | | |
| | | Total | 800,000.0 |

| ADD FUNDS TO ACCOUNT NUMBER: | PROJECT NUMBER: | ACCOUNT DESCRIPTION: | AMOUNT: |
|---|---|---|---|
| 407-8110-580-6300 | 25WW09 | Infrastructure | 200,000.0 |
| 407-8110-580-6300 | 25WW09 | Infrastructure | 600,000.0 |
| | | | |
| | | Total | 800,000.0 |

**Purpose of Transfer:** (include as much detail as possible)

To meet match requirement for the Volusia County Community Development Block Grant Disaster Recovery grant for the Utility Chemical Tan Replacement and to record the grant award of $600,000. Project total $800,000 match required $200,000. Project 25WW09

**Note:** Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature _____ Date

City Manager Signature _____ Date

---------- For Finance Use Only ----------

Finance Review

Finance Director Signature _____ Date _____ Resolution #

Attachment: Exhibit D BAR Utility Chemical Tank Replacement (2025-R-16 : Utility Chemical Tank Replacment Joint Projectt CDBG-DR)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Valerie Manning**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing a Member to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Member; Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **2025-R-17**
**APPLICANT:**
**PLANNER:**

**DISCUSSION**:

In accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system.

The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee. Terms for appointed members are for two (2) years.

At the February 13, 2025 Firefighters' Pension Board meeting, the Board unanimously appointed Holly Hill Fire Lieutenant Brandon Davis as the 5th Board member who will be taking over the unexpired term of Fire Chief Jim Bland, whose term expires on December 31, 2026 with the other board members. *(The current board members were reappointed to the Board on December 10, 2024 at the regular City Commission meeting).*

**FISCAL ANALYSIS:**

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

**STAFF RECOMMENDATION**:

Approve the appointed name into the Resolution.

**COMMISSION GOAL:**

**N/A**

**MOTION:**

**APPROVE THE RESOLUTION APPOINTING THE FOLLOWING MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES. TERM WILL EXPIRE DECEMBER 31, 2026.**

**ATTACHMENTS:**

- Brandon Davis - Firefighters' Pension Board Application (PDF)

# Resolution No. 2025-17

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

**WHEREAS**, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission; and

**WHEREAS,** the fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission does hereby appoint the following individual to the Firefighters Pension Fund Board of Trustees:

**Brandon Davis** **5th Trustee to Board**

**SECTION 2.** That the term for said member is set to fulfill the unexpired term of Fire Chief Jim Bland, whose term expires December 31, 2026.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. EFFECTIVE DATE.** That this Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025.**

HOLLY HILL
FLORIDA

# ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

Board of Planning & Appeals

Firefighters Pension Fund Board of Trustees
Police Pension Fund Board of Trustees

Name of Applicant: Brandon Davis

Home Address: [redacted]

Phone: [redacted]

E-Mail Address: [redacted]

Are you a registered voter within the City of Holly Hill? ☐ Yes ☒ No

Is your primary residence in the City of Holly Hill? ☐ Yes ☑ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☑ No If so, how long? _____

Are you employed in the City of Holly Hill?
Yes

Business/Employer Name and Address: City of Holly Hill Fire Department

Business Phone: 386-248-9422

Job Position / Occupation: Fire Lieutenant

## EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: Associate of Arts Degree, Florida State Emergency medical Technician, Florida State Fire Fighter, Florida State Fire Inspector and Fire officer 1

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- Banking / Finance
- Business Development ✓
- Building / Construction
- Promotion Marketing
- Real Estate / Development
- Manufacturing / Industrial
- Industrial Training
- Landscaping ✓
- Law / Contract Administration
- Operations of City Government ✓
- Engineering
- Other

HOLLY HILL RECEIVED
NOV 20 2024
CITY CLERK DEPT.



Attachment: Brandon Davis - Firefighters' Pension Board Application (2025-R-17 : Firefighters' Pension Fund Board of Trustees Appointment -

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

I have been part of the municipal pension board for 14 years.

Additional information Civic Activities, memberships, etc.

I have been Secretary/Treasurer of Local 3470 Professional Fire Fighters of Holly Hill for 13 years.

Why are you interested in serving on a City board?

I would like to contribute more and expand my knowledge of the pension.

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☑ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☐ Yes ☑ No If so, which board?

How many years have you served on that board? N/A

If this is a request for reappointment, how long have you served on this board? N/A

Other information you would like to provide:

N/A

**PROFESSIONAL DRESS CODE POLICY**

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

***Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire***

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 11/20/24 Signature: Brandon Davis

*REVISED – October 2020*



Attachment: Brandon Davis - Firefighters' Pension Board Application (2025-R-17 : Firefighters' Pension Fund Board of Trustees Appointment -

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Antoine Khoury**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Playground at 7Th Street Neighborhood Park and Authorizing the City Manager to Execute a Contract with the Awarded Vendor; Providing for Severability; and Providing an Effective Date.**
**NUMBER:** **2025-R-18**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

For Fiscal Year 2024/2025, the City of Holly Hill received an allocation of $102,966 from the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. The City Commission approved the use of this year's CDBG award to provide an additional playground at 7th Street Neighborhood Park. This additional playground is needed as it has been observed that there is a greater demand for play equipment at this location than the current playground can provide.

On Tuesday, February 11, 2025, the City held a bid opening for this project. A total of 8 (eight) playground manufacturers offered a total of ten (ten) proposals. The Invitation to Bid is included under "**Exhibit A**", renderings of playgrounds offered included under "**Exhibit B**" through "**Exhibit J**" and complete proposals included under "**Exhibit K" through "Exhibit R**".

Due to this project being grant funded, proposals were sought for a fixed budget of $102,966. The parameters for the proposals were that all playgrounds were to include playground mulch, borders, an ADA compliant ramp and installation. As such, the determination of the winning bidder was to be based on the amount and quality of the playground equipment offered and warranties offered. Use of stainless steel or galvanized materials were highly recommended due to the proximity of the playground location to the Halifax Intracoastal Waterway. This is in keeping with section 2.10 of the City's purchasing policy which states "The City reserves the right to award to any and / or all bids on an item-by-item basis or in the aggregate, whichever is deemed in the best interest of the City."

An analysis was performed by staff to determine what materials are used in the playground designs and what warranties are offered. Findings are included in "**Exhibit S**"

## FISCAL ANALYSIS:

There is $102,966 budgeted into general ledger account number 301-8110-580-6400 under project 25BG10 for this project. The full amount is reimbursable through a CDBG Grants.

All proposals received fall within the approved budget of $102,966 according to the table below:

| **Vendor** | **Cost** |
|---|---|
| Advanced Recreational Concepts | $98,021.70 |
| Bliss Products | $101,166.00 |
| Jammin - Quilcene | $87,271.26 |
| Jammin - Martingale | $84,372.88 |
| Jammin - Double Agent | $101,512.78 |
| Kor Kat | $102,952.40 |
| Miracle Recreation | $101,325.04 |
| Playmore West | $102,966.00 |
| Playworx | $102,966.00 |
| Top Line | $102,966.00 |

## STAFF RECOMMENDATION:

Staff recommend that the City Commission choose the design that is most desired for the 7th Street Neighborhood Park and authorize the City Manager to execute a contract with the awarded vendor.

## COMMISSION GOAL:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #2:** Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

**Goal #5**: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens

## MOTION:

**THE CITY COMMISSION OF THE CITY OF HOLLY HILL AWARD A PLAYGROUND AT 7TH STREET NEIGHBORHOOD PARK AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE AWARDED**

**VENDOR.**

**ATTACHMENTS:**

- Exhibit A - 7th Street Neighborhood Park Playground ITB (PDF)
- Exhibit B - Advanced Recreational Concepts Drawings (PDF)
- Exhibit C - Bliss Drawings (PDF)
- Exhibit D - Jammin Martingale Drawings (PDF)
- Exhibit E- Jammin Double Agent Drawings (PDF)
- Exhibit F - Kor Kat Drawings (PDF)
- Exhibit G - Miracle Drawings (PDF)
- Exhibit H - Playmore Drawings (PDF)
- Exhibit I - Playworx Drawings (PDF)
- Exhibit J - Top Line Drawings (PDF)
- Exhibit K - Advanced Recreational Concepts Proposal (PDF)
- Exhibit L - Bliss Products Proposal (PDF)
- Exhibit M - Jammin Playgrounds Proposal (PDF)
- Exhibit N - Kor Kat Proposal (PDF)
- Exhibit O - Miracle Recreation Proposal (PDF)
- Exhibit P - Playmore Proposal (PDF)
- Exhibit Q - Playworx Playsets Proposal (PDF)
- Exhibit R - Top Line Recreation Proposal (PDF)
- Exhibit S - Proposal Analysis (PDF)

# Resolution No. 2025-18

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A PLAYGROUND AT 7TH STREET NEIGHBORHOOD PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE AWARDED VENDOR; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A PLAYGROUND AT 7TH STREET NEIGHBORHOOD PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE AWARDED VENDOR; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** an additional playground at 7th Street Neighborhood Park has been identified in the fiscal year 2024-2025 budget as desired; and

**WHEREAS, t**he City of Holly Hill has received an award of $102,966 from a Community Development Block Grant towards this project; and

**WHEREAS,** (10) ten proposals were received by the deadline of Tuesday, February 11, 2025 at 10:00am; and

**WHEREAS, the** City Commission met in a workshop on Tuesday, February 25,2024 at 5:00pm to discuss the proposals.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission has selected the proposal from _____ for a playground at the 7th Street Neighborhood Park.

**SECTION 2.** That the City Commission authorizes the City Manager to execute an agreement with the awarded vendor.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025.**

# Invitation to Bid

**NUMBER**
**25-BG-10**

HOLLY HILL
FLORIDA

# 7th Street Neighborhood Park Playground - CDBG

**Michele Moore, Finance Director**

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

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# CITY OF HOLLY HILL

## 7th STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

## BID NO. 25-BG-10


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| 00 02 00 | Invitation to Bid |
| 00 10 00 | Instruction to Bidders |
| 00 30 00 | Proposal |
| 00 31 00 | Schedule of Unit Prices |
| 00 32 00 | Statement of Bidder's Qualifications |
| 00 33 00 | Listing of Subcontractors |
| 00 33 10 | Listing of Previous Experience |
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Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

1. Davis-Bacon Act
2. Copeland “Antikickback” Act
3. Federal Labor Standards
4. Environmental Compliance
5. Lead Based Paints Requirements
6. Historic Preservation
7. Energy Efficiency
8. Flood Disaster Protection
9. Special Equal Opportunity Provisions
10. Section 3-24 CFR Part 75
11. Conflict of Interest
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Attachment I: Federal Labor Standards Provisions
Attachment II: M/WBE Information and Instructions
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Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 02 00
INVITATION TO BID
**CITY OF HOLLY HILL, FLORIDA**
**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**
**BID# 25-BG-10**

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for a playground at 7th Street Neighborhood Park.

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 am, February 11, 2025** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project at **City of Holly Hill Commission Chamber at 10:00 am on January 21, 2025.** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work - This project is inclusive of the provision and installation of a playground system, playground mulch and a border. This playground must have an ADA compliant ramp. This bidding opportunity is based on a fixed budget of $102,966. Determination of the winning bidder will be based on the amount and quality of playground equipment offered and warranties offered. Please note that as Holly Hill is bordered by the Halifax Intracoastal Waterway, stainless steel or galvanized materials are highly recommended as metal will quickly rust in this location.

This is a federally assisted project and is subject to Federal Labor Standards which include the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages and submission of weekly payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in this bid packet.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Steven Juengst at sjuengst@hollyhillfl.org. , Questions to be submitted no later than **5:00 pm on February 6, 2025.**

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered. No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

One (1) original and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside:

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

**CITY OF HOLLY HILL**
**VOLUSIA COUNTY,**
**FLORIDA s/ Joseph A. Forte**
**City Manager**

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

## PART 1 - GENERAL

### 1.01 PROJECT DESCRIPTION

A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to provide and install:

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

**BID NO. 25-BG-10**

B.The location of the project is the corner of Center Avenue and 7th Street in Holly Hill, Florida 32117

### 1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

### 1.03 COPIES OF BIDDING DOCUMENTS

A. Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed in writing to Steven Juengst at sjuengst@hollyhillfl.org. Questions to be submitted no later than 5:00 pm on February 6, 2025. Any addenda will be issued by February 7, 2025.

### 1.04 RECEIPT OF BIDS

The place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of bids, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

### 1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that she/he is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;

b. A sworn statement of her/his experience in performing work of the character for which his bid is submitted; and,

c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

**1.06 BIDDER'S RESPONSIBILITY**

The Bidder is required to carefully examine the project site, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

**1.07 APPROXIMATE ESTIMATE OF QUANTITIES**

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

**1.08 PREPARATION OF PROPOSAL**

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign her/h name and give her/his business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

**1.09 PROPOSAL SECURITY**

There is no bid bond requirement for this project.

**1.10 WITHDRAWAL OF PROPOSALS**

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

## 1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

## 1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the a written request for an interpretation thereof to sjuengst@hollyhillfl.org. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

## 1.13 LOBBYING

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Engineer of record if applicable. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## 1.14 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

The Scope of Work for this project will include the provision and installation of a playground system, safety playground mulch and a border. This playground must have an ADA compliant ramp. This bidding opportunity is based on a fixed budget of $102,966. Determination of the winning bidder will be based on the amount and quality of playground equipment offered and warranties offered. Please note that that as the City of Holly Hill is bordered by the Halifax Intracoastal Waterway, stainless steel or galvanized materials are highly recommended as metal will quickly rust in this location.

## 1.15 SUBMITTING PROPOSAL

One (1) original and (1) electronic copy on USB flash drive of the Proposal, all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

## 1.16 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the bidder with the most preferred design within a fixed budget of $102,966.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in duplicate , or in as many copies as the Owner may require.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## 1.17 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

## 1.18 SURETY BONDS

No performance bonds will be required for this project.

## 1.19 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

   Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.

C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/ her Contract cause damage to any person, any property, or work of another

   Owner or other party to the damage, arrange for an amicable settlement thereon.
   It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

conduct or progress of said work without regard to whether or not the Contractor, her/his subcontractors, agents, or employees have been negligent; and that that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

## 1.20 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

## 1.21 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

## 1.22 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal.

No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

## 1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been place on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## 1.24 PROHIBITION OF GIFTS TO CITY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the City of Holly Hill purchasing policy section 14.2 and section 10.4.1 of the City of Holly Hill Personnel Rules and Regulations. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

## 1.25 PROTEST PROCEDURES

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures shown in Resolution 2018-30. A copy of his resolution is available by request to the City Clerk.

## 1.26 IMMIGRATION REFORM AND CONTROL ACT

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended.

Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

## 1.27 LOCAL VENDOR PREFERENCE

This project is federally assisted. There will be no local vendor preference in place.

END OF SECTION

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 30 00**
**PROPOSAL**

**FOR**

**CITY OF HOLLY HILL**

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

**BID NO. 25-BG-10**

**(To be completed in Duplicate)**

Bidder's Name:_____

Submitted: _____, 20

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of**,**

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

_____

(In Words)

Dollars $_____ (In Figures)

**COMPLETION TIME OF CONTRACT**

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

## REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## ACKNOWLEDGMENT OF ADDENDA

**Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project.** Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the _____Bank of _____ or Bid Bond for the sum of _____Dollars (_____),

made payable to _____(Owner).

_____
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

_____
(Title of Officer)

_____
Name of Bidder

_____
Address

_____
City/State/Zip

_____
Telephone

_____
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____
_____
_____

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.

B. Permanent main office address.

C. When organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment _____.

L. Experience in construction work similar in type to this project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit available: $_____



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this _____ day of _____, 20____.

_____
Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says

that he is the _____ of_____and that

the answers to the _____ foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

_____
Notary Public (Print or Type) My commission expires: _____

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 33 00
# LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

| SUBCONTRACTOR | COMPANY NAME | REFERENCES |
|---|---|---|
| | | **1)**<br>**2)**<br>**3)** |
| | | **1)**<br>**2)**<br>**3)** |
| | | **1)**<br>**2)**<br>**3)** |
| | | **1)**<br>**2)**<br>**3)** |

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 10
## LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

| NO. | PROJECT | OWNER | DESCRIPTION/COST | REFERENCE | DATE WORK STARTED & FINISHED MM/YR TO MM/YR |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

END OF SECTION

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 47 00**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____whose business address is _____and (if applicable) its Federal Employer Identification Number (FEIN) is_____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is _____ any my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

(Signature) _____ Date: _____

State of _____County of_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed her/his signature in the space provided above on this _____day of_____, 20__.

_____
Notary Public

My Commission Expires:

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 00
# ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 50
# DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 60

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

### Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

**or**

**Employer identification number**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person** ► **Date** ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

| | |
|---|---|
| Consultant/Contractor Name and Address | Signature |
| | Name and Title |

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____organized and existing under the laws of the State of_____; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____trading as_____ of _____City_____State of_____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

A. The Contractor agrees to furnish all labor, materials, equipment for:

**7TH Street Neighborhood Park Playground - CDBG**

ARTICLE II.

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **180 days.**

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **$500 (FIVE HUNDRED DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

Contract Price of $_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 50% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (5%) of the amount of each estimate.

2. .
2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation. ARTICLE V.

A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

ARTICLE VII.

A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST: CITY OF HOLLY HILL, FLORIDA

_____ By_____

Valerie Manning Joseph A. Forte

Title City Clerk Title City Manager

_____

WITNESS: CONTRACTOR

_____ By_____

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 65 00**
**CERTIFICATE OF INSURANCE**
**FOR**
**PUBLIC LIABILITY AND PROPERTY DAMAGE**

This is to certify _____ Company has issued to _____, of the City of _____, State of _____ ,

the following policy or policies; Public Liability Policy No. _____ effective on,

_____. 20___, limits_____,

Property Damage Policy No. _____effective on _____, 20__, and expiring

on_____, 20___, limits_____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and _____, in writing thirty (30) days prior to cancellation of the policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

00 65 00

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 66 00
# AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____being duly sworn according to law, deposes and says (it, he, they) ha__ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____Company, under the terms of Policy No. _____ for a period from ___, 20___ to _____, 20 __.

WITNESS: _____

CONTRACTOR: _____

By_____

Title_____

Sworn to and subscribed before me this ____ day of _____, 20___.

_____
Notary Public

_____
Notary Public (Print or Type)

My Commission Expires: _____

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 66 50**
**CERTIFICATE OF INSURANCE FOR**
**WORKMEN'S COMPENSATION**

This is to certify that _____, Company has issued to _____, of the City of_____, State of _____,
the following policy or policies: Workmen's Compensation and Employer's Liability Policy No.
_____effective on _____, 20 _____.
Reference Policy No. _____effective on_____,
20_____ and expiring on _____, 20 re
limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the _____in writing thirty (30) days prior to cancellation of policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 67 00

## CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

_____

The undersigned as Contractor has heretofore, on the ___ day of _____, 20 , has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____ for the Contract Price of _____ .

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ___ day of _____, 20___.

By _____

Contractor

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

_____

Notary Public

My Commission Expires: _____

END OF SECTION 00 67 00 - 01

## SECTION 00 08 00A

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

## I. INSURANCE

A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.

B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.

C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

## II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least $100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

| | |
|---|---|
| $2,000,000 | General Aggregate |
| $1,000,000 | Products - Completed Operations Aggregate |
| $1,000,000 | Personal and Advertisement Injury |
| $1,000,000 | Each Occurrence |
| $ 100,000 | Fire Damage |

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of $1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

(1) Owned Automobiles

(2) Hired Automobiles

(3) Non-owned Automobiles

(4) Employee Non-ownership

**NOTE!** The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

## III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

(1) Maximum Deductible - $5,000 each claim

(2) Certified Copy of the policy must be provided to the City prior to the commencement of work.

(3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

(4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

(5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.

(6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.

(1) "All Risk" coverage to include transit and installation.

(2) Amount of Insurance - 100% of installed replacement cost value

(3) Maximum Deductible - $5,000 each claim.

(4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.

(5) Certified Copy of the policy must be provided to the City prior to commencement of work.

(6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

## IV. CERTIFICATE OF INSURANCE CLAUSES

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.

C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.

D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.

E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

## V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# CITY OF HOLLY HILL, FLORIDA
# INSURANCE REQUIREMENTS CHECKLIST
# CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

**Items marked "X" must be provided**

| | | | |
|---|---|---|---|
| X | **General Liability** | **Minimum Limits Required** | |
| X | Commercial General Liability | $ 2,000,000 | General Aggregate |
| X | Occurrence Form | $ 1,000,000 | Product/Completed Operations Agg. |
| ___ | _____ | $ 1,000,000 | Personal & Advertising Injury |
| ___ | _____ | $ 1,000,000 | Each Occurrence |
| ___ | _____ | $ 100,000 | Fire Damage Pump Stations |

| | | |
|---|---|---|
| X | **Automobile Liability** | |
| | Owned, Hired & Non-Owned | $ 1,000,000 Combined Single Limit per Occurrence |

| | | |
|---|---|---|
| X | **Worker's Compensation and** | Statutory |
| | **Employer's Liability** | $ 100,000 Each Accident |
| | | $ 500,000 Disease - Policy Limit |
| | | $ 100,000 Disease - Each Employee |

___ **Professional Liability - Errors & Omissions** (*To be completed by Bidder)

| | | |
|---|---|---|
| * Deductible: $_____ | $_____ | Aggregate * |
| Claims Made (Y/N):_____ | $_____ | Each Claim |
| *Occurrence (Y/N): | | |
| *Defense included in Limits (Y/N): | | |

X **Builder's Risk/Installation Floater** (*To be completed by Bidder)

| | | |
|---|---|---|
| * Flood included $_____ Limit | $_____ | 100% of Completed or Installed Value, All-Risk Form |
| * Transportation included $_____ Limit | | |
| * Storage included $_____ Limit | | |

City must be a named insured. Copy of policy will be required.

___ **Other**

_____ $

_____ $

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

**Statement of Bidder:**
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature A complete copy of this form with original signature must accompany bid.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 84 00**
**CONTRACTOR REQUEST FOR INFORMATION (RFI)**

PROJECT NAME: **7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

OWNER: _____
ENGINEER: _____ PROJECT NO. _____
CONTRACTOR: _____ PROJECT NO. _____

_____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____
RFI SHORT TITLE: _____

_____

QUESTION/ISSUE: _____

_____

_____

_____

_____

BY: _____ DATE: _____

_____

REPLY: _____

_____

_____

_____

_____

_____

_____

_____

_____

BY: _____ DATE: _____

_____

CC:

- ☐ CONTRACTOR
- ☐ FIELD (INSPECTOR)
- ☐ OWNER
- ☐ ARCHITECT
- ☐ OTHER: _____

END SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 84 10
# NOTICE OF AWARD FORM

Date:_____

Contractor:_____

Project:

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____ Dollars ($_____).

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20___.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

1. You must deliver to the OWNER one (1) original and one (1) electronic fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement two (2) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.

3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.

4. You must deliver with the executed Agreement two (2) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you one (1) fully signed counterpart of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

_____

_____ Date: _____

(Authorized Signature)

_____

(Title)

END OF SECTION

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 84 20**
**NOTICE TO PROCEED FORM**

Date: _____

Contractor: _____

_____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____ __, 20___. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____ _____, 20___, and _____, 20___, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

- Executed Agreement
- Notice of Award
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

_____

_____
(Name/Title)

_____
(Date)

END OF SECTION
00 84 20-1

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 84 30

CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR:_____

The following changes are hereby made to the Contract Documents:

| | |
|---|---|
| CHANGE IN CONTRACT PRICE:<br><br>Original Contract Price:<br><br>$_____ | CHANGE IN CONTRACT TIMES:<br><br>Original Contract Times:<br><br>Substantial Completion: _____<br><br>Final Completion: |
| Net changes from previous Change Orders No. to No. _____.<br>$_____ | Changes in contract time from previous Change Orders No. _____ to No. _____.<br><br>_____<br>Days |
| Contract Price prior to this Change Order:<br><br>$_____ | Contract Completion Date prior to this Change Order:<br><br>Final Completion: |
| Net Increase (decrease) of this Change Order:<br><br>$_____ | Changes in contract time requested this Change Order No.<br><br>_____<br>Days |
| Contract Price with all approved Change Orders:<br><br>$_____ | Contract Times with all approved Change Orders:<br><br>Final Completion: |

CHANGES ORDERED:

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT: .

Acknowledgments:

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

ACCEPTED BY:

_____
(Contractor)

By:

_____
(Date)

_____
(Authorized Signature)

APPROVED BY:

_____
(Owner)

By:

_____
(Date)

_____
(Authorized Signature)

END OF SECTION

SECTION 00 84 40

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

| Change Order Summary | | | |
|---|---|---|---|
| Change Orders approved in previous months by OWNER TOTAL | | ADDITIONS $ 0.00 | DEDUCTIONS $ 0.00 |
| Approved this month | | | |
| Number | Date Approved | | |
| | | | |
| | TOTALS | $ 0.00 | $ 0.00 |
| Net Change by Change Orders | | | $ 0.00 |

| | | | |
|---|---|---|---|
| 1. | ORIGINAL CONTRACT SUM $ | | 0.00 |
| 2. | Net Change by Change Order $ | | 0.00 |
| 3. | CONTRACT SUM TO DATE (Line 1 and 2) $ | | 0.00 |
| 4. | TOTAL COMPLETED AND STORED TO DATE $ | | |
| 5. | RETAINAGE: (Column I & N, Forms 00845 and 00846) | | |
| | a. % of Completed Work $ | | |
| | b. % of Stored Material $ | | |
| | Total Retainage (Line 5a and 5b) | $ | 0.00 |
| 6. | TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | $ | 0.00 |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | $ | 0.00 |
| 8. | ***AMOUNT DUE THIS APPLICATION $*** | | ***0.00*** |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE $ (Line 3 less Line 6) | | 0.00 |



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

Date: _____

Owner's Approval

By: _____

_____

(Title)

Acct No.

Date: _____

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 – GENERAL

1.01 GENERAL

A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.

B. Assignment of Specialists. In certain instances, specification test requires (or implies) that specific work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of such referenced documents which are not in conflict with the requirements of these Specifications or applicable codes.

B. References herein to "Building Code" shall mean the latest edition of the Florida Building Code. The latest edition of the code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the City Project Manager for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

D. Applicable Standard Specifications. The City Project Manager shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 01 78 36

# WARRANTIES

## PART 1 – GENERAL

### 1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications.

2. Co-execute submittals when so specified.

3. Review submittals to verify compliance with Contract Documents.

4. Submit to OWNER'S REPRESENTATIVE for review and transmittal to

### 1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: One (1) each

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address, and telephone number.

3. Scope.

4. Date of beginning of warranty, bond, or service and maintenance contract.
5. Duration of warranty, bond, or service maintenance contract.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

6. Provide information for OWNER's personnel:

a. Proper procedure in case of failure.
b. Instances which might affect the validity of warranty or bond.

7. CONTRACTOR, name of responsible principal, address, and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare one original copy and one electronic copy

B. Format:

1. Size: Eight and one-half inches by 11 inches (8-1/2" x 11")

a. Pictures/Drawings may be submitted (8-1/2" x 14") or (11" x 17") if needed.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

a. Title of Project.
b. Name of CONTRACTOR.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with CONTRACTOR's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by OWNER.

B. CONTRACTOR shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a one (1) hp motor or which lists for more than $1,000. ENGINEER reserves the right to request warranties for equipment not classified as major. CONTRACTOR shall still warrant equipment not considered to be "major" in the CONTRACTOR's one (1) year warranty period even though certificates of warranty may not be required.



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C. OWNER shall incur no labor or equipment cost during the guarantee period.

D. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## Part of the Advertisement/RFP for any CDBG Project

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Build America, Buy America Act
5. Environmental Compliance
6. Lead Based Paint Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3
12. Conflict of Interest
13. Utilization of Minority and Women-owned Businesses
14. Fair Housing Laws
15. Drug Free Workplace
16. Debarred Contractors
17. Lobbying
18. Access to Records
19. Records Retention

**Attachment I -** Federal Labor Standards Provisions
**Attachment II -** Section 3 Clause

## 1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of $2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

## 2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

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**3. Federal Labor Standards**

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

**4. Build America, Buy America (BABA) Act**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

**5. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)**

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of $100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

**6. Lead- Based Paint Requirements- 24 CFR Part 35**

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

**7. Historic Preservation- 16 USC 470; 36 CFR Part 800**

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

## 8. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## 9. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

## 10. Special Equal Opportunity Provisions

### A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

***(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)***

**During the performance of this contract, the Contractor agrees as follows:**

i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

iii. Contractors shall incorporate foregoing requirements in all subcontracts.

### B. Executive Order 11246 (contracts/subcontracts above $10,000)

**During the performance of this contract, the contractor agrees as follows:**

i. Section 202 Equal Opportunity Clause

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color

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religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

**C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60- 1.8**

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

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**D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35**

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**F. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9**

i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and

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handicapped individuals.

vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146**

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

**I. NSP 3 Vicinity Hiring and Contracting Preference-**

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

**11. Section 3- 24 CFR Part 75**

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

**12. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**13. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)**

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

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Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

**14. Fair Housing Laws**

The contractor shall company with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

**15. Drug Free Workplace- 41 USC 701, 24 CFR Part 21**

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

**16. Debarred Contractors**

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at https://www.sam.gov

**17. Lobbying**

The Contractor certifies, to the best of his or her knowledge and belief, that:

**A.** No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

**B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

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employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**C.** The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.

**D.** This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

**18. Access to Records- 24 CFR Part 85.42 (e) & (f)**

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

**19. Records Retention- 24 CFR Part 85.42 (a)-(d)**

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

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# Attachment I

## FEDERAL LABOR STANDARDS PROVISIONS

**U.S. Department of Housing And Urban Development** HUD-4010 (7/03)

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

### Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

- **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week , and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof , regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- **(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contactor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or it

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

• Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

• If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payroll and basic records**. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402.The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fail s to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, bit who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

performing construction on a project in a locality other than that in which its program is registered , the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hurly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor will all the contract clauses in 29 CFR Part 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

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subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0,Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of … influencing in any way the action of such Administration….makes, utters or publishes any statement knowing the same to be false ….. shall be fined not more than $5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

- **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

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subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

- **Health and Safety**

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

**(2)** The Contractor shall comply with al regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 State 96).

**(3)** The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## Attachment II

**Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170lu), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 75), shall govern all housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance, including CDBG, as follows:

a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.

b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous placed at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 75.

f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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**Wage and Hour Division**

# Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 09/30/2026.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Submit Feedback

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

**Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to

Submit Feedback

each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

---

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

**Note:** In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

**U.S. Department of Labor**
Wage and Hour Division

# PAYROLL

**For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

WAGE AND HOUR DIVISION
Revised December 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No. 1235-0008 Expires 09/30/2026

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
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completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer echanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

stimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have omments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. ington,

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
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REMARKS:

| NAME AND TITLE | SIGNATURE |
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| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: FL20240137 05/10/2024

Superseded General Decision Number: FL20230137

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines) (EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

1 03/29/2024
2 05/10/2024

* ENGI0673-013 05/01/2024

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Oiler | $ 24.50 | 15.10 |

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IRON0808-003 01/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, STRUCTURAL | $ 31.50 | 16.45 |

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LABO0517-002 05/01/2023

| | Rates | Fringes |
|---|---|---|
| LABORER: Grade Checker | $ 22.61 | 11.59 |

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PAIN1010-011 06/01/2021

| | Rates | Fringes |
|---|---|---|
| Painter - Brush, Roller & Spray | $ 24.71 | 14.60 |

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* SUFL2009-176 06/24/2009

| | Rates | Fringes |
|---|---|---|
| CARPENTER, Excludes Form Work | $ 13.56 ** | 1.84 |
| CEMENT MASON/CONCRETE FINISHER | $ 12.63 ** | 0.00 |
| ELECTRICIAN | $ 16.71 ** | 3.51 |
| FORM WORKER | $ 11.36 ** | 0.00 |
| LABORER: Common or General | $ 9.03 ** | 0.81 |
| LABORER: Landscape | $ 8.44 ** | 0.00 |
| LABORER: Pipelayer | $ 11.17 ** | 1.27 |
| LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only) | $ 10.63 ** | 2.20 |
| OPERATOR: Asphalt Paver | $ 11.88 ** | 0.00 |
| OPERATOR: Backhoe Loader Combo | $ 16.10 ** | 2.44 |
| OPERATOR: Backhoe/Excavator | $ 13.12 ** | 2.58 |
| OPERATOR: Bulldozer | $ 12.88 ** | 0.00 |
| OPERATOR: Crane | $ 14.88 ** | 3.17 |
| OPERATOR: Grader/Blade | $ 16.00 ** | 2.84 |
| OPERATOR: Loader | $ 13.38 ** | 0.00 |

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

OPERATOR: Mechanic.....$ 13.83 ** 2.19

OPERATOR: Roller.....$ 10.50 ** 0.00

OPERATOR: Scraper.....$ 11.00 ** 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.00 ** 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.07 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 11.00 ** 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 ** 1.97

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R  ?1.3(g)-(h).  Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.  Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).  Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

## Minority & Women Business Reporting Form (MWBE)
## Information and Instructions for Contractors & Subcontractors

**Reporting**

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for construction projects as required by the County of Volusia Community Assistance Division. Subcontracts of less than $10,000 must be reported individually only if such contracts represent a significant portion of the total contracting activity.

- Section 7a:
  - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

- Section 7b:
  - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.

    * The "other" category includes supply, professional services, and all other activities except construction and education/training activities

- Section 7c:
  - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor

- Section 7d:
  - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned

- Section 7e:
  - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

- Section 7f:
  - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.

- Section 7g:
  - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

## County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

**Project Name:** _____

| Amount of Contract or Subcontract 7a. | Type of Trade Code (See below) 7b. | Contractor or Subcontractor Business Racial/Ethnic (See below) 7c. | Woman Owned Business (Yes or No) 7d. | Prime Contractor Identification Number (IRS/FEIN) 7e. | Subcontractor Identification Number (IRS/FEIN) 7f. | Contractor/Subcontractor Business Name and Address 7g. | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Business Name | Street | City | State | Zip |
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Name/Title: _____ Signature: _____ Date: _____

**7b: Type of Trade Codes: CPD**

1 = New Construction
2 = Education/Training
3 = Other

**7c: Racial/ Ethnic Codes**

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

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EQUAL HOUSING OPPORTUNITY

## Section 3 Information

**What is Section 3?**

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

**What is a Section 3 Business Concern?**

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

**What is a Section 3 Worker?**

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

**What is a Targeted Section 3 Worker?**

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
    - A worker living within the service area of the project, as defined at §75.5; or
    - A worker that is a YouthBuild participant

**Are there contract provisions related to Section 3?**

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of §75.19, regardless of whether Section 3 language is included in related agreements or contracts.

**What information is required for Section 3 Reporting?**

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

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EQUAL HOUSING OPPORTUNITY

## Section 3 Project Requirements

**What is a Section 3 project?**

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance. If the $200,000 threshold is met the entire project must be compliant with the Section 3 provisions.

**What are the required thresholds for section 3 projects?**

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; (Section 3 Labor Hours/Total Labor Hours = 25%)
  ***AND***
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21. (Targeted Section 3 Labor Hours/Total Labor Hours = 5%)

**What are the requirements of Prime Contractors for Section 3 projects?**

- Contractors are required to submit monthly activity reports to CDBG by the 10th of each month
  - These reports may be in the form of a letter, signed and on company letterhead
  - The report should include,
    - Explanation of all efforts made to meet the required thresholds (see below for examples)
    - Total labor hours for Section 3 workers and Targeted Section 3 workers for the preceding month
    - Estimate of Section 3 thresholds at the end of the project (is the project expected to meet the required thresholds as defined? If yes, what is the estimated percentage? If no, what is the estimated percentage and what efforts are being made to increase it?
    - Section 3 Labor Hours Tracking Form (template will be provided)
- Once the project is completed, prime contractors must submit a final Section 3 cumulative report
- All efforts to find section 3 employees must be documented. Some example methods are,
  - Outreach, marketing materials, and communications (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Promoting resident interest in opportunities (Ex: flyers, interest forms, workshop attendance records)
  - Efforts made to coordinate with partner agencies to refer residents to programs and services (Ex: number and types of referrals made, list of actions taken to coordinate with partners)
  - Resident placement into Section 3-related training or employment opportunities (Ex: referral records, case management records)
  - Referrals made to employers for employment opportunities (Ex: referral records, emails, payroll records from contractors)
  - Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Providing training or apprenticeship opportunities

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

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EQUAL HOUSING OPPORTUNITY

## Section 3 Business Concern Certification

**This document must be completed and returned from the primary bidder with their bid submission.** Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: _____

Agency Name: _____

Contact person: _____ Title: _____

Address of business: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

Federal Employer Identification Number/SSN: _____

1. Type of business:
*(Check one)* ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

**2024 AMI →**
Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: _____

Signature: _____ Date: _____

Title: _____

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

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EQUAL HOUSING OPPORTUNITY

## Section 3 Project Workforce

Project Name: _____ Agency Name: _____

**This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.**

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

| Employee Name | ID # | Hire Date | Wage Classification | Phone Number | Residential Address | Claiming Section 3 status? |
|---|---|---|---|---|---|---|
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NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the repo
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EQUAL HOUSING OPPORTUNITY

# Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after comp project.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

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EQUAL HOUSING OPPORTUNITY

# Build America, Buy America (BABA) Information

**What is Build America, Buy America (BABA)?**

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the "Buy America Preference (BAP)".

**When does BABA apply to projects?**

The Build America, Buy America Act (BABA) applies to all federally funded infrastructure projects. The Community Development Block Grant (CDBG) is a federal funding source and BABA would apply for all infrastructure project funded with CDBG. If additional funding sources are being used, the entire project must meet BABA requirements if any federal funding source is being utilized.

**What is considered an infrastructure project?**

The following are considered infrastructure projects according to BABA:

- Rehabilitation, maintenance, and reconstruction of buildings and real property, including housing
- Construction and repair of public facilities and improvements, such as water, sewer, or other utilities, parks, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure

**Do all materials have to be manufactured in the United States?**

The U.S. Department of Housing and Urban Development (HUD) is requiring that BABA be met in phases to assist with the current transition. The phases are based on the year the funds were obligated. If you are unsure which fiscal year the funds were obligated for your project, reach out to the city you were awarded by or CDBG@volusia.org.

| Obligated Fiscal Year | Materials that must follow BABA |
|---|---|
| FY 2023/24 | • Iron<br>• Steel |
| FY 2024/25 | • Non-ferrous metals<br>• Lumber<br>• Plastic- and polymer-based composite building materials, pipes, and tubes |
| FY 2025/26 | • All other plastic- and polymer-based products<br>• Glass<br>• Fiber optic cable<br>• Optical fiber<br>• Engineered wood<br>• Drywall |

**What information is required for BABA reporting?**

For Community Development funded infrastructure projects, the following is required:

- BABA Certification form
- Supporting documentation to show that all required materials were produced in the United States
    - Invoices, receipts, etc.

The form to be completed by the contractor is subject to change as additional information is provided by HUD.



Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

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EQUAL HOUSING OPPORTUNITY

# Build America, Buy America (BABA) Pre-Certification

**This document must be completed and returned from the primary contactor following the pre-construction meeting before work begins.** An additional certification must be submitted once work has been completed before final payment will be dispersed. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

| Material | Will this material be purchased for the project? | Will the purchased material be produced in the United States? | Manufacturers *(List all planned to utilize)* |
|---|---|---|---|
| Iron | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Steel | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Non-ferrous metals | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Lumber | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Plastic- and polymer-based composite building materials, pipes, and tubes | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| All other plastic- and polymer-based products | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Glass | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Fiber optic cable | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Optical fiber | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Engineered wood | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Drywall | ☐ Yes ☐ No | ☐ Yes ☐ No | |

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: _____

Signature: _____ Date: _____

Title: _____

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after comp project.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

# Build America, Buy America (BABA) Certification

**This document must be completed and returned from the primary contactor following completion of all on-site work, prior to the final invoice submission.** This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

| Material | Was this material purchase for the specified project? | Was the purchased material produced in the United States? | Manufacturers *(List all used)* |
|---|---|---|---|
| Iron | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Steel | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Non-ferrous metals | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Lumber | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Plastic- and polymer-based composite building materials, pipes, and tubes | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| All other plastic- and polymer-based products | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Glass | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Fiber optic cable | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Optical fiber | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Engineered wood | ☐ Yes ☐ No | ☐ Yes ☐ No | |
| Drywall | ☐ Yes ☐ No | ☐ Yes ☐ No | |

**Attach supporting documentation (invoices, receipts, etc.) to verify the above information when this form is submitted.**

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: _____

Signature: _____ Date: _____

Title: _____

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after comp project.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

# 24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

**Compliance with the following bonding requirements is mandatory.**

**Proof of bonding will be verified prior to issuance of the notice to proceed.**

## (h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Attachment: Exhibit A - 7th Street Neighborhood Park Playground ITB (2025-R-18 : 7Th Street Park Playground - CDBG)

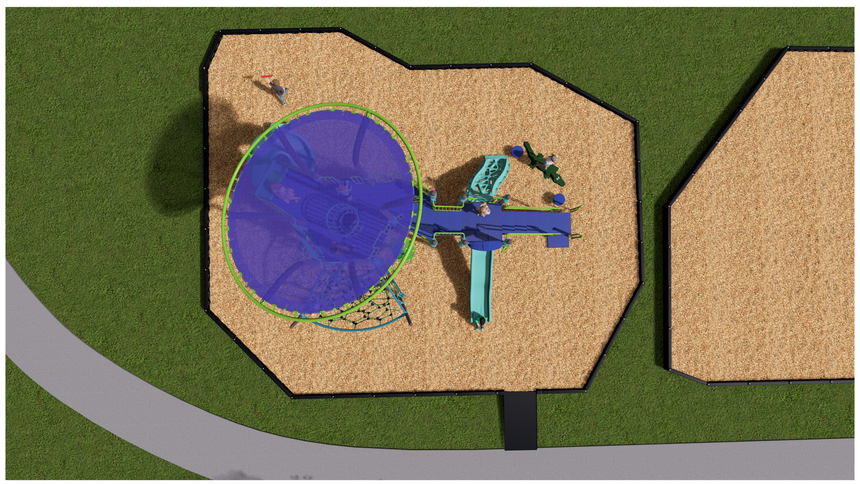
ARC
Where fun has no boundaries . . .

PLAYCRAFT® SYSTEMS
A PLAYCORE Company

# 7TH STREET NEIGHBOURHOOD PARK





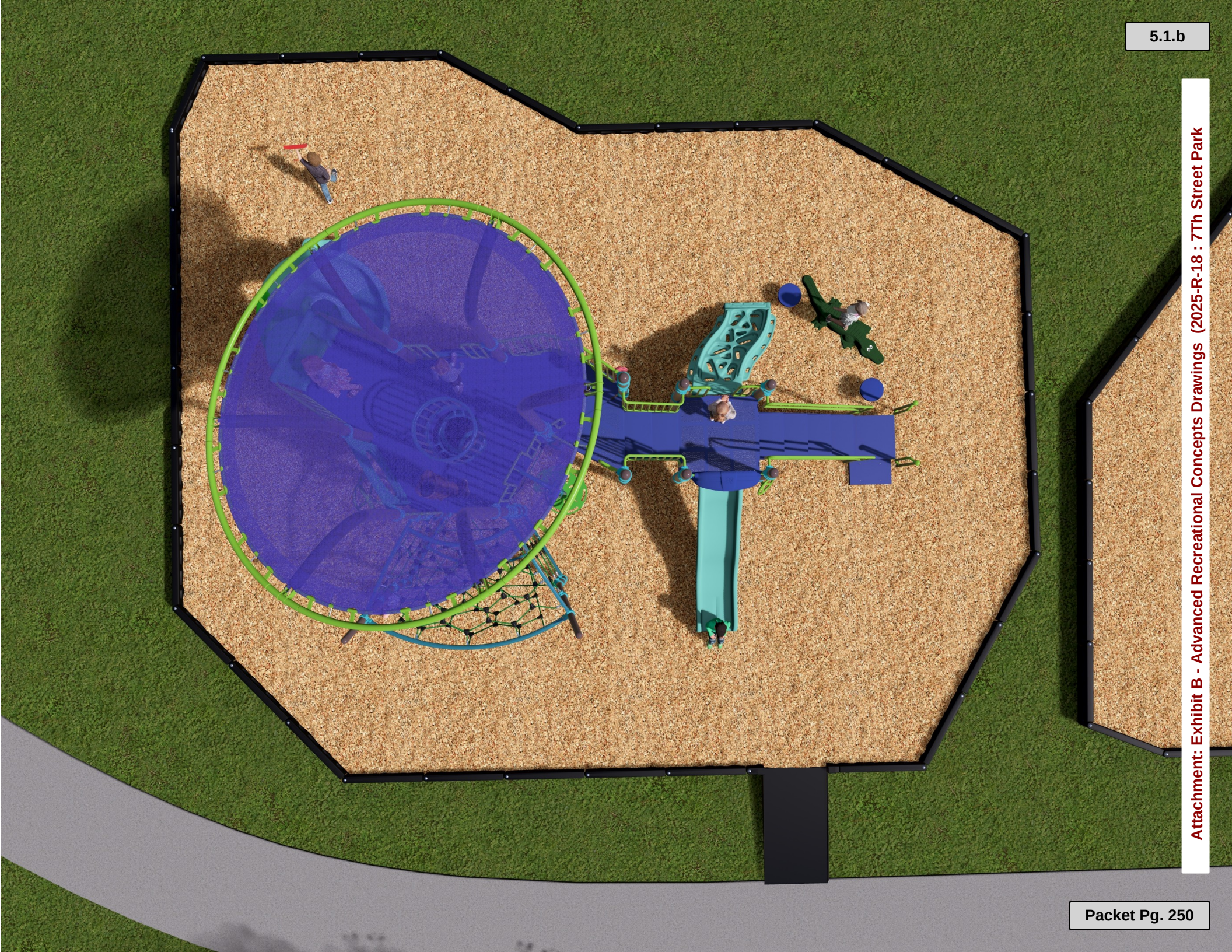




Attachment: Exhibit B - Advanced Recreational Concepts Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



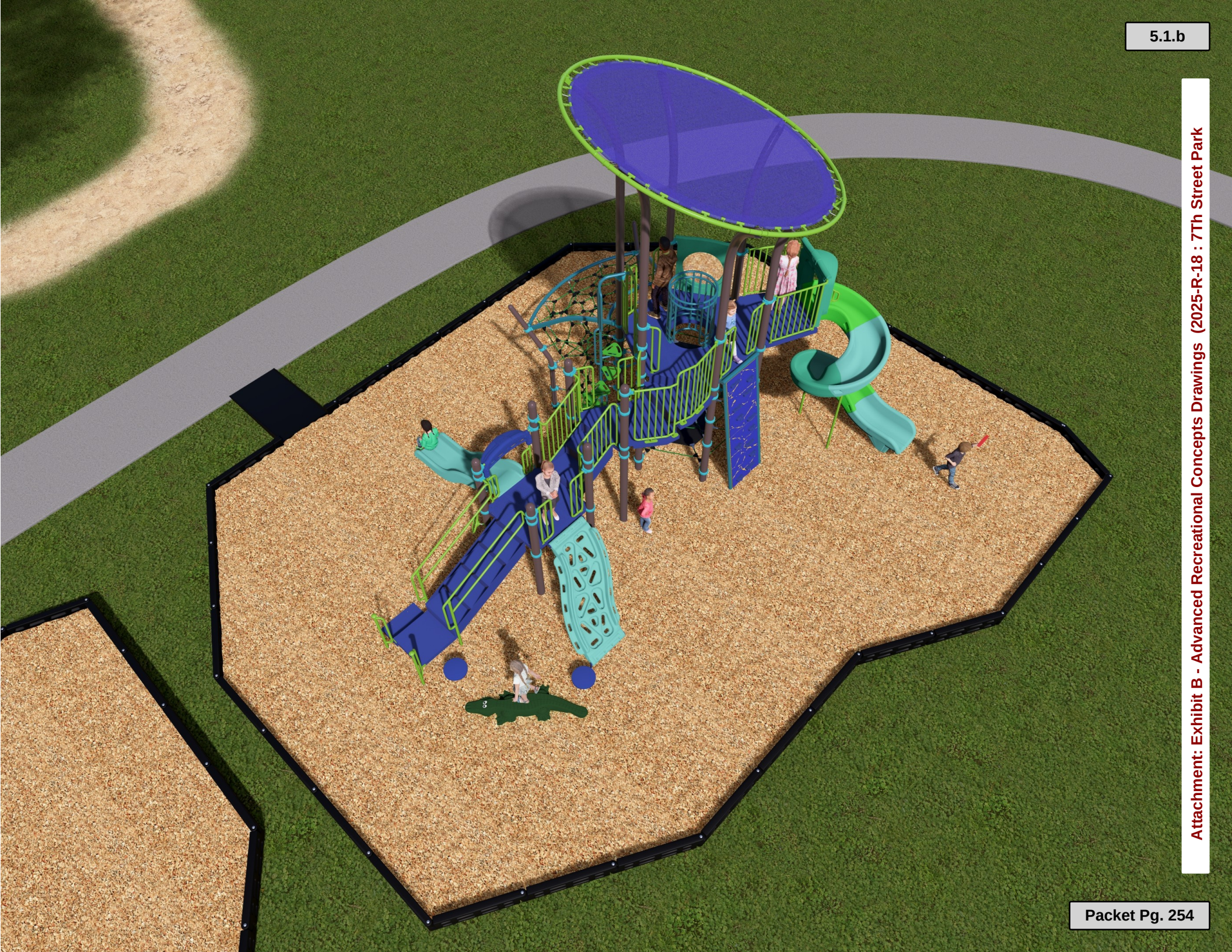

















Attachment: Exhibit C - Bliss Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

MINERAL

# 7TH STREET NEIGHBORHOOD PARK

## HOLLY HILL, FLORIDA

645-173734A

**PLEASE NOTE:** RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

BLISS PRODUCTS
everything under the sun

play&park structures
A PLAYCORE Company

544 CH ST.
CHATTA , TN 37402
800 7.1907
PLAY PARK.COM




Attachment: Exhibit C - Bliss Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

MINERAL

# 7TH STREET NEIGHBORHOOD PARK

## HOLLY HILL, FLORIDA

645-173734A

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Attachment: Exhibit C - Bliss Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)




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everything under the sun

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800 7.1907
PLAY PARK.COM

Quote #4199



1/23/25

Playpalette: Bloom Bay

# Martingale

PT25032

GameTime
A PLAYCORE Company
www.gametime.com

drp Dominica Recreation Products
www.playdrp.com

Attachment: Exhibit D - Jammin Martingale Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



Playpalette: Bloom Bay

1/23/25

GameTime
A PLAYCORE Company
www.gametime.com

# Martingale
PT25032

drp Dominica Recreation Products
www.playdrp.com

Attachment: Exhibit D - Jammin Martingale Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



Playpalette: Bloom Bay

1/23/25

GameTime
A PLAYCORE Company
www.gametime.com

# Martingale
PT25032

drp Dominica Recreation Products
www.playdrp.com

Attachment: Exhibit D - Jammin Martingale Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



1/23/25

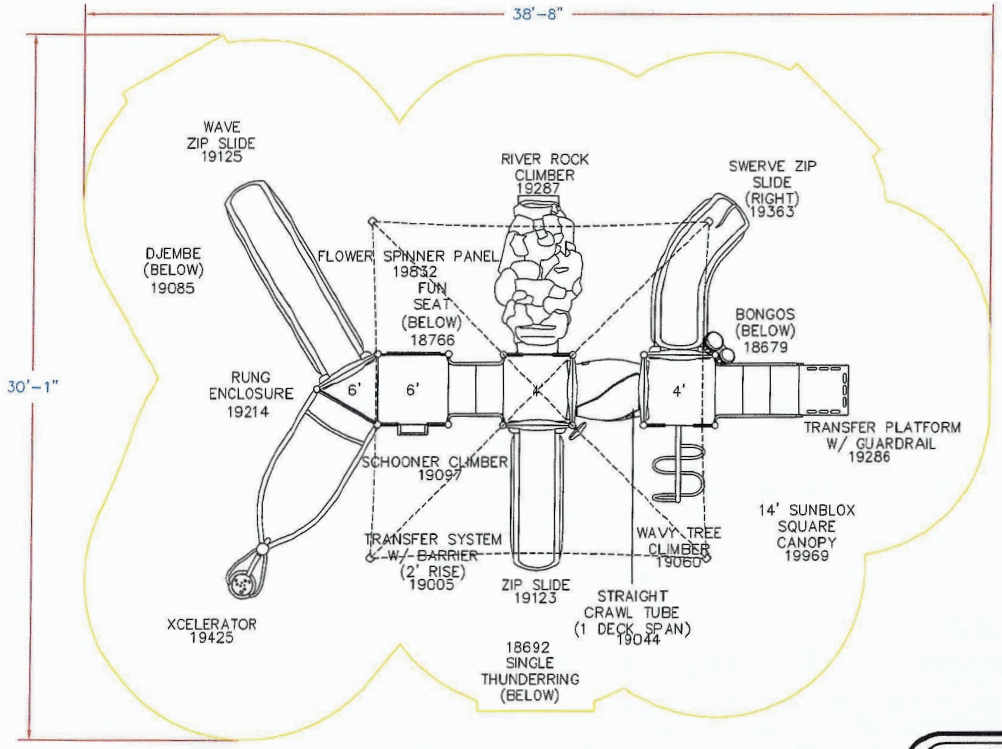
Playpalette: Bloom Bay

# Martingale

PT25032

GameTime
A PLAYCORE company
www.gametime.com

drp Dominica Recreation Products
www.playdrp.com




This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

| | | | |
|---|---|---|---|
| Total Elevated Play Components | 8 | | |
| Total Elevated Play Components Accessible By Ramp | - | Required | - |
| Total Elevated Components Accessible By Transfer | 8 | Required | - |
| Total Accessible Ground Level Components Shown | 5 | Required | 3 |
| Total Different Types Of Ground Level Components | 4 | Required | 3 |

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

ISO 9001 CERTIFIED
ISO 14001 CERTIFIED

MARTINGALE
PT25032
Representative

This play equipment is recommended for children ages 5-12

Minimum Area Required: 30'6" x 39'
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 11" x 17" 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: DBH
Date: 09.09.24
Drawing Name:



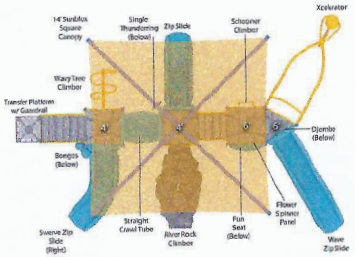
ACTIVE

## Martingale

Product Line: PrimeTime

**Model #** PT25032

Martingale is a PrimeTime play system designed for children ages 5-12. This unit brings a vibrant nature theme to life with a diverse selection of climbers and sensory panels.




### Specifications

| | |
|---|---|
| **Length** | 38′ |
| **Width** | 30′ |
| **Age Range** | 5 to 12 Years |
| **Fall Height** | 6′ |
| **Number of Children** | |

### Accessibility

| | |
|---|---|
| **Accessible** | 8 |
| **Elevated** | 8 |
| **Ground Level** | 5 |
| **Types** | 4 |



Attachment: Exhibit D - Jammin Martingale Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

Quote #4200



Playpalette: Gum Drop

1/23/25

# Double Agent

PT24066

GameTime
PLAYCORE Company
www.gametime.com

Dominica Recreation Products
www.playdrp.com



Playpalette: Gum Drop

1/23/25

# Double Agent

PT24066

GameTime
A PLAYCORE Company
www.gametime.com

Dominica Recreation Products
www.playdrp.com



Playpalette: Gum Drop

1/23/25

GameTime
PLAYCORE Company
www.gametime.com

# Double Agent

PT24066

drp Dominica Recreation Products
www.playdrp.com



Playpalette: Gum Drop

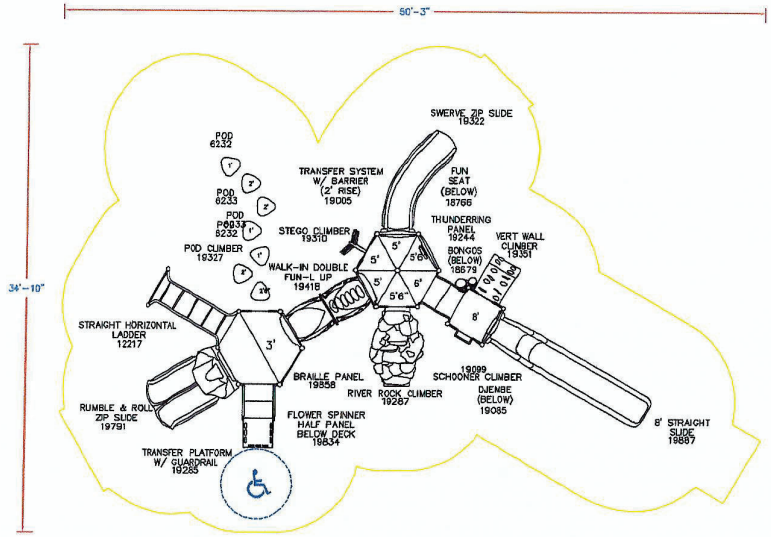
1/23/25

GameTime
PLAYCORE Company
www.gametime.com

# Double Agent

PT24066

drp Dominica Recreation Products
www.playdrp.com




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

ISO 9001 CERTIFIED

ISO CERTIFIED

DOUBLE AGENT
PT24066

Representative

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

| | | | |
|---|---|---|---|
| Total Elevated Play Components | 12 | | |
| Total Elevated Play Components Accessible By Ramp | - | Required | - |
| Total Elevated Components Accessible By Transfer | 12 | Required | 8 |
| Total Accessible Ground Level Components Shown | 7 | Required | 4 |
| Total Different Types Of Ground Level Components | 4 | Required | 3 |

This play equipment is recommended for children ages 5 - 12

Minimum Area Required: 35'5" x 50'6"

Scale: 1" = 5'-0"

This drawing can be scaled only when in an 18" x 24" 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: DBH

Date: 9.8.24

Drawing Name:

GameTime
A PLAYCORE Company

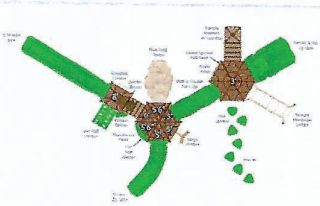
# PT24066



ACTIVE

## Double Agent

Product Line: PrimeTime



**Model #** PT24066

Double Agent is a PrimeTime play system designed for children ages 5-12. From interactive musical instruments to challenging climbers, this system has something for everyone. The thrilling slides keep kids coming back for more, discovering exciting new paths to reach their favorite spots.

### Specifications

| | |
|---|---|
| **Length** | 34′ |
| **Width** | 50′ |
| **Age Range** | 5 to 12 Years |
| **Fall Height** | 8′ |
| **Number of Children** | |

### Accessibility

| | |
|---|---|
| **Accessible** | 12 |
| **Elevated** | 12 |
| **Ground Level** | 7 |
| **Types** | 4 |




Attachment: Exhibit F - Kor Kat Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)




Attachment: Exhibit F - Kor Kat Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)


Rendering for representation purposes only. Actual equipment and colors may vary.
KOR KAT
PLAYGROUNDS & SITE AMENITIES
7TH STREET NEIGHBORHOOD PARK
SP-61999-2 AREA 2



Attachment: Exhibit G - Miracle Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



Attachment: Exhibit G - Miracle Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



Attachment: Exhibit G - Miracle Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



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Attachment: Exhibit G - Miracle Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services

Representing: Berliner

Representing: PLAYWORLD

Project No:
PM23179B

Attachment: Exhibit H - Playmore Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services

Representing: Berliner

Representing: PLAYWORLD

Project No:
PM23179B

Attachment: Exhibit H - Playmore Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



# 7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services

Representing: Berliner

Representing: PLAYWORLD

Project No:
PM23179B

Attachment: Exhibit H - Playmore Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

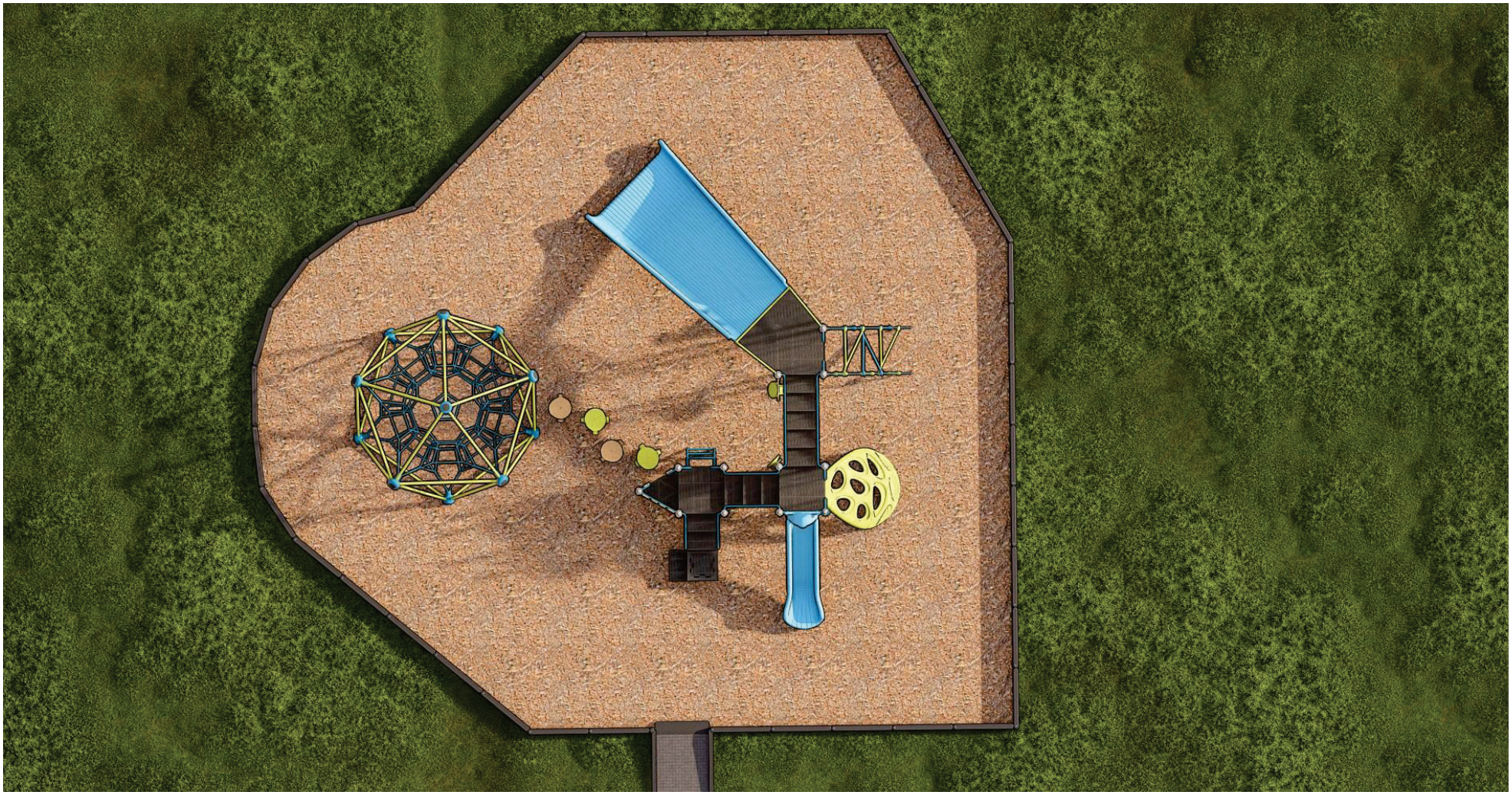


7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services
Representing: Berliner
Representing: PLAYWORLD

Project No:
PM23179B

Attachment: Exhibit H - Playmore Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services
Representing: Berliner
Representing: PLAYWORLD

Project No:
PM23179B

Attachment: Exhibit H - Playmore Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

## General Notes:

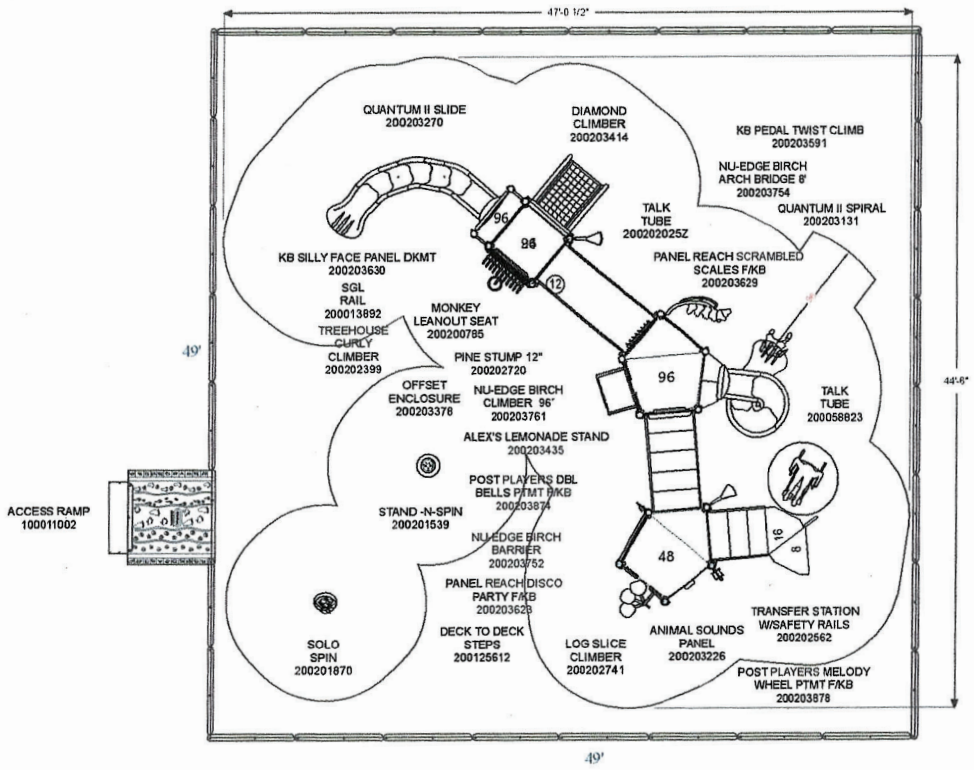
**Age Group**

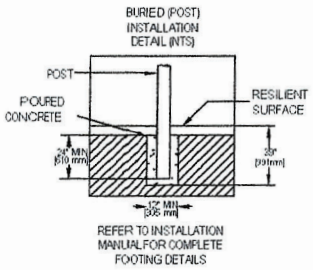
☐ 2-5yrs ☑ 5-12 yrs ☐ 2-12yrs ☐ 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.

| AGE GROUP 5-12 | | | |
|---|---|---|---|
| ELEVATED PLAY ACTIVITIES - TOTAL | 11 | | |
| ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER | 9 | REQ'D | 6 |
| ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP | 0 | REQ'D | 0 |
| GROUND LEVEL ACTIVITY TYPE | 6 | REQ'D | 3 |
| GROUND LEVEL QUANTITY | 10 | REQ'D | 4 |

Child Capacity: 35




**INSIDE BORDERS**

AREA: 2321 ft²
PERIMETER: 192 ft

The information provided is for estimation purposes only.

## Playground Layout Compliance:

☑ ASTM F1487 - Playground Equipment for Public Use.
☑ CPSC Handbook for Public Playground Safety

☑ This playground design meets the final Access Board Regulations.

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure: 0




Project:
7th Avenue Park
Holly Hills, FL

LTCPS rep:
Jimmy Gandy
Playworx Playsets, LLC
404-427-5270

Ground Space: 36'-6" x 33'-0"
Protective Area: 47'-6" x 44'-6"

Drawn by: Rich McCarver
Date: 2/6/2025
DWG Name: R0321_4569457487

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Attachment: Exhibit I - Playworx Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



playworx
(866) 502-5013
Playworx.com
little tikes COMMERCIAL
Playgrounds Fun & Easy!

**Playworx Playsets, L**
8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
**Jimmy Gandy**
404-427-5270
dave@playworx.com

**7th Avenue Par**
Holly Hills, FL

02/06/2025

PlayPow
Inspiring the world to

Attachment: Exhibit I - Playworx Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)



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Suite 403 #313
Canton GA 30115
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dave@playworx.com

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Holly Hills, FL

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8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
**Jimmy Gandy**
404-427-5270
dave@playworx.com

**7th Avenue Par**
Holly Hills, FL

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playwor

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Playgrounds Fun & Easy!

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8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
**Jimmy Gandy**
404-427-5270
dave@playworx.com

**7th Avenue Pa**
Holly Hills, FL

02/06/2025

PlayPow

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Attachment: Exhibit I - Playworx Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

SERIES Nucleus | Intensity | Burke Basics

**GROUP:**
Structure|Freestanding

**DESIGNED FOR AGES:**
5 to 12

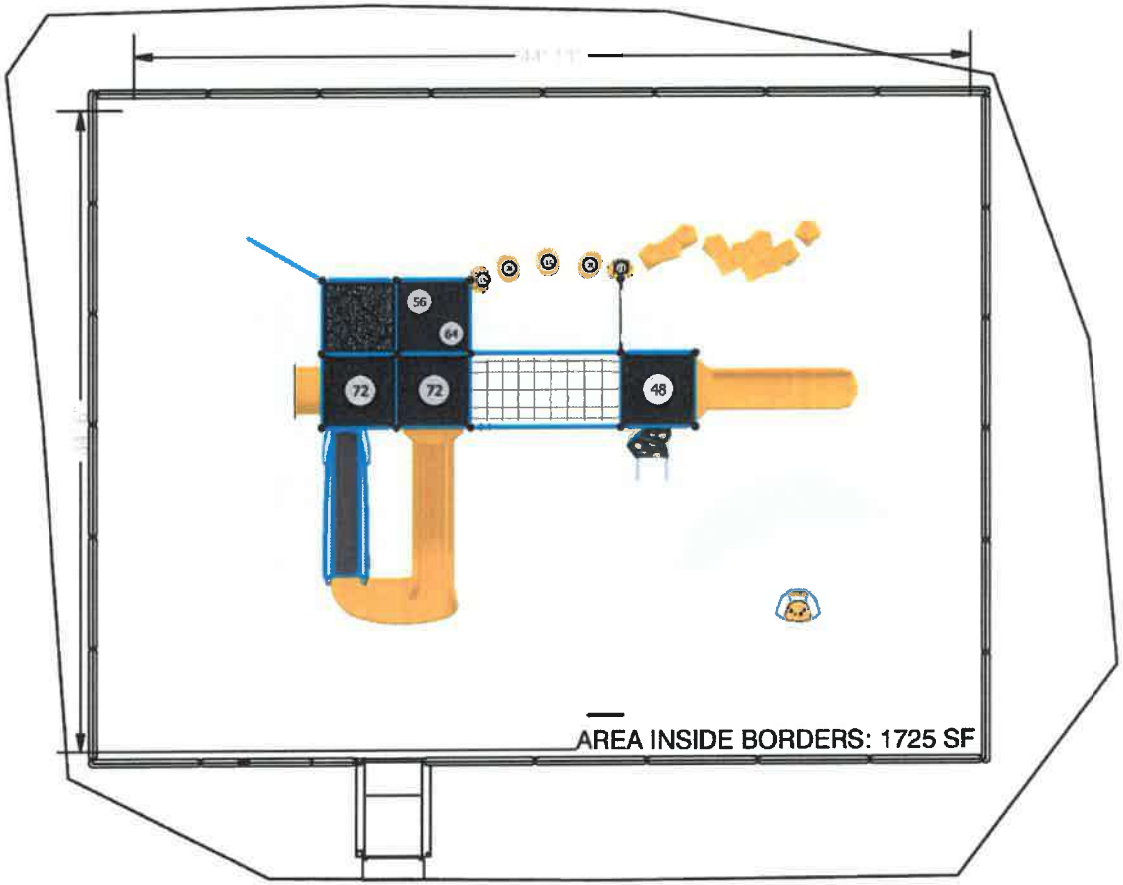
**7th Street Neighborhood Park**
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU.

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

02/06/2025

SITE PLAN VIEW




TOTAL AREA: 2495 SF

NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

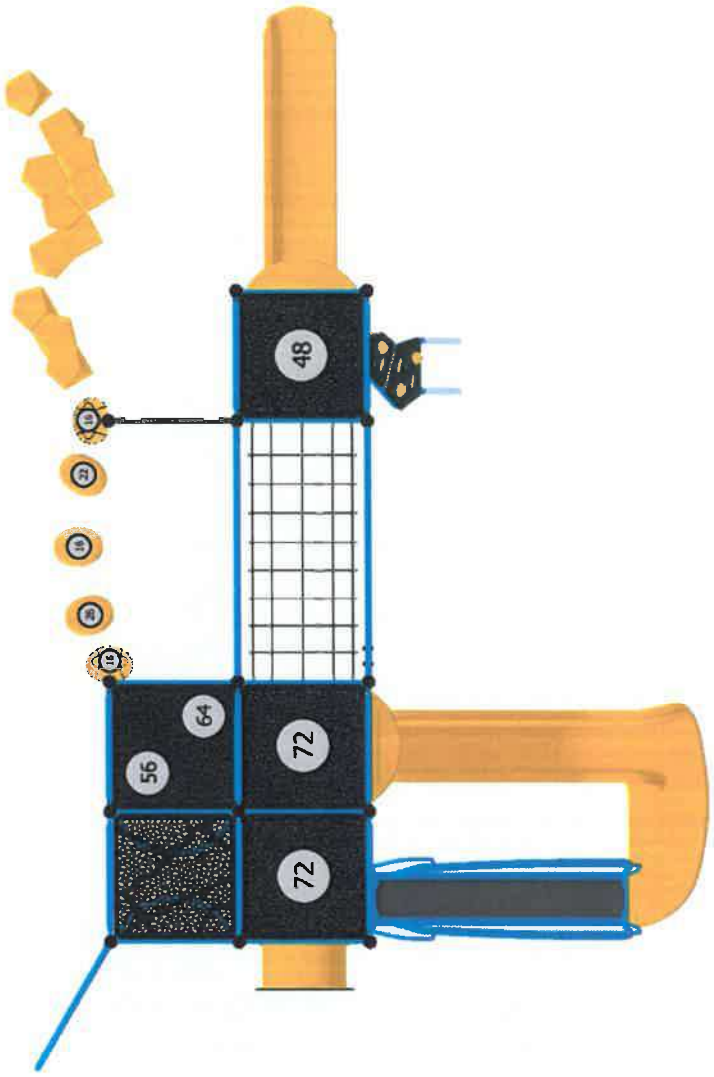
**OVERALL BOUNDING OF USE ZONES** **"The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 1546.1 sq.ft.
Perimeter: 158.7 ft.
**STRUCTURE SIZE:** 6"x44' 11"
**POST SIZE(S):**

**PLAYGROUND ACCESSIBILITY** (Provided/Required)

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE | RAMP ACCESSIBLE | GROUND EVENTS | TYPES OF GROUND EVENTS |
|---|---|---|---|---|---|
| 36 | 9 / 5 | 6 / 0 | 0 / 0 | 10 / 3 | 4 / 3 |

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

*Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.*




The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

**PLAYGROUND ACCESSIBILITY** (Provided/Required)

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE | RAMP ACCESSIBLE | GROUND EVENTS | TYPES OF GROUND EVENTS |
|---|---|---|---|---|---|
| 36 | 9 / 5 | 6 / 0 | 0 / 0 | 10 / 3 | 4 / 3 |

**OVERALL BOUNDING OF USE ZONES** - "The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 1546.1 sq.ft.
Perimeter: 158.7 ft.
**STRUCTURE SIZE:** 36'6"x44' 11"
**POST SIZE(S):**

*Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.*

**Attachment: Exhibit J - Top Line Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)**

SERIES Nucleus | Intensity | Burke Basics

SITE PLAN VIEW

**GROUP:**
Structure

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

Burke
PLAY THAT MOVES YOU.

**PLAYGROUND ACCESSIBILITY** (Provided/Required)

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
|---|---|---|---|---|---|
| 36 | 9 / 5 | 6 / 0 | 0 / 0 | 10 / 3 | 4 / 3 |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

**OVERALL BOUNDING OF USE ZONES** **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 1546.1 sq.ft.
Perimeter: 158.7 ft.
**STRUCTURE SIZE:** 56'6"x44' 11"
**POST SIZE(S):**

*Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.*

SERIES Burke Basics

SITE PLAN VIEW

**GROUP:**
Freestanding

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Attachment: Exhibit J - Top Line Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

| ITEM | COMP. | DESCRIPTION |
|---|---|---|
| 1 | 270-0130 | SQUARE PLATFORM |
| 2 | 370-0873 | CLIMB CROSS |
| 3 | 370-1608 | OVISTEP LAUNCH PAD |
| 4 | 370-0193 | ROPE TUNNEL SPIRIT |
| 5 | 570-2707 | RAIN CRESCENT PANEL |
| 6 | 270-0301 | SPLIT SQUARE PLATFORMCLOSURE PLATE |
| 7 | 270-0009 | 8" CLOSURE PLATE, ELLIPSE |
| 8 | 570-2713 | HIDE THE NUMBERS PANEL |
| 9 | 370-0863 | TREE BRANCH CLIMBER 56" |
| 10 | 270-0120 | EVOLUTION UNITARY ENCLOSURE |
| 11 | 270-0292 | EVOLUTION CENTER MOUNT ENCLOSURE |
| 12 | 370-1733 | PODSTEP CLIMBER 64"-72" |
| 13 | 370-0287 | TOPO CLIMBER |
| 14 | 570-0071 | BIVY TUNNEL |
| 15 | 570-2642 | CRAZY MAZE PANEL |
| 16 | 470-0015 | EVOLUTION SQUARE ROOF |
| 17 | 470-0006 | EVOLUTION BOTTOM ROOF SUPPORT, SINGLE |
| 18 | 470-0009 | EVOLUTION SIDE ROOF SUPPORT, RIGHT |
| 19 | 470-0008 | EVOLUTION SIDE ROOF SUPPORT, LEFT |
| 20 | 470-0004 | EVOLUTION TOP ROOF SUPPORT, DOUBLE |
| 21 | 470-0010 | EVOLUTION MIDDLE ROOF SUPPORT |
| 22 | 470-0966 | 360 LOOP |
| 23 | 370-0231 | FORMS LADDER 48 |
| 24 | 470-0818 | VIPER ST 48-56 W/O HOOD |
| 25 | 470-0805 | SLIDE HOOD, HIGH SIDE WALL |
| 26 | 270-0122 | EVOLUTION OFFSET ENCLOSURE |
| 27 | 470-0003 | EVOLUTION TOP ROOF SUPPORT, SINGLE |
| 28 | 560-0052 | FLYLOW STEP POD |
| 29 | 560-2742 | EKO BENCH |
| 30 | 560-2709 | EKO BUNDLE |
| 31 | 560-2705 | EKO SOLO |




SERIES Nucleus | Intensity | Burke Basics

COMPONENT VIEW

**GROUP:**
Structure

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

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Attachment: Exhibit J - Top Line Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

| ITEM | COMP. | DESCRIPTION |
|---|---|---|
| 1 | 580-1294 | FS WELCOME SIGN, AGES 5-12 BOTH SIDES |
| 2 | 560-2735 | ARO SPINNING CHAIR |




Attachment: Exhibit J - Top Line Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

SERIES Burke Basics

COMPONENT VIEW

**GROUP:**
Freestanding

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

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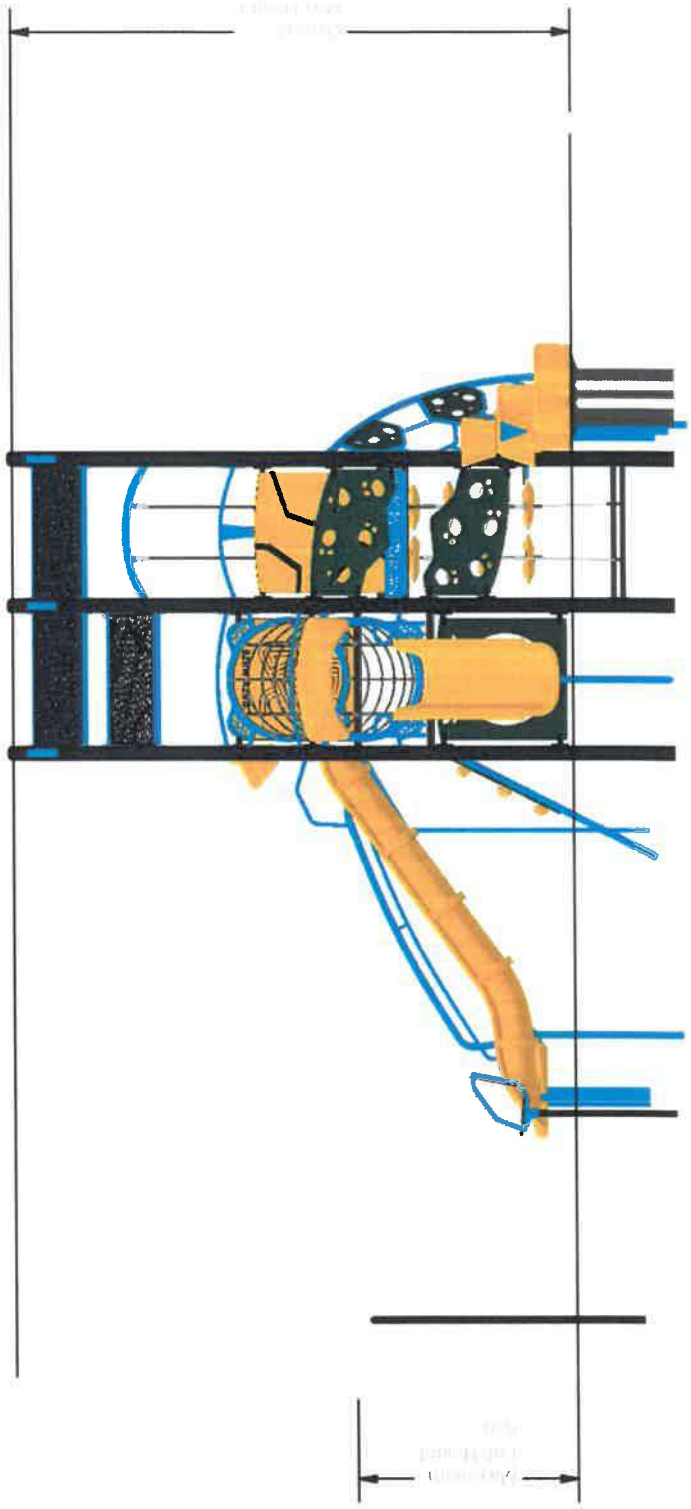

| SERIES | Nucleus \| Intensity \| Burke Basics | ELEVATION VIEW |
|---|---|---|
| **GROUP:** Structure\|Freestanding | **7th Street Neighborhood Park** | 02/06/2025 |
| | Holly Hill, FL 32117 | **Top Line Recreation, Inc.** |
| **DESIGNED FOR AGES:** 5 to 12 | Burke PLAY THAT MOVES YOU | **134-196819-1** |
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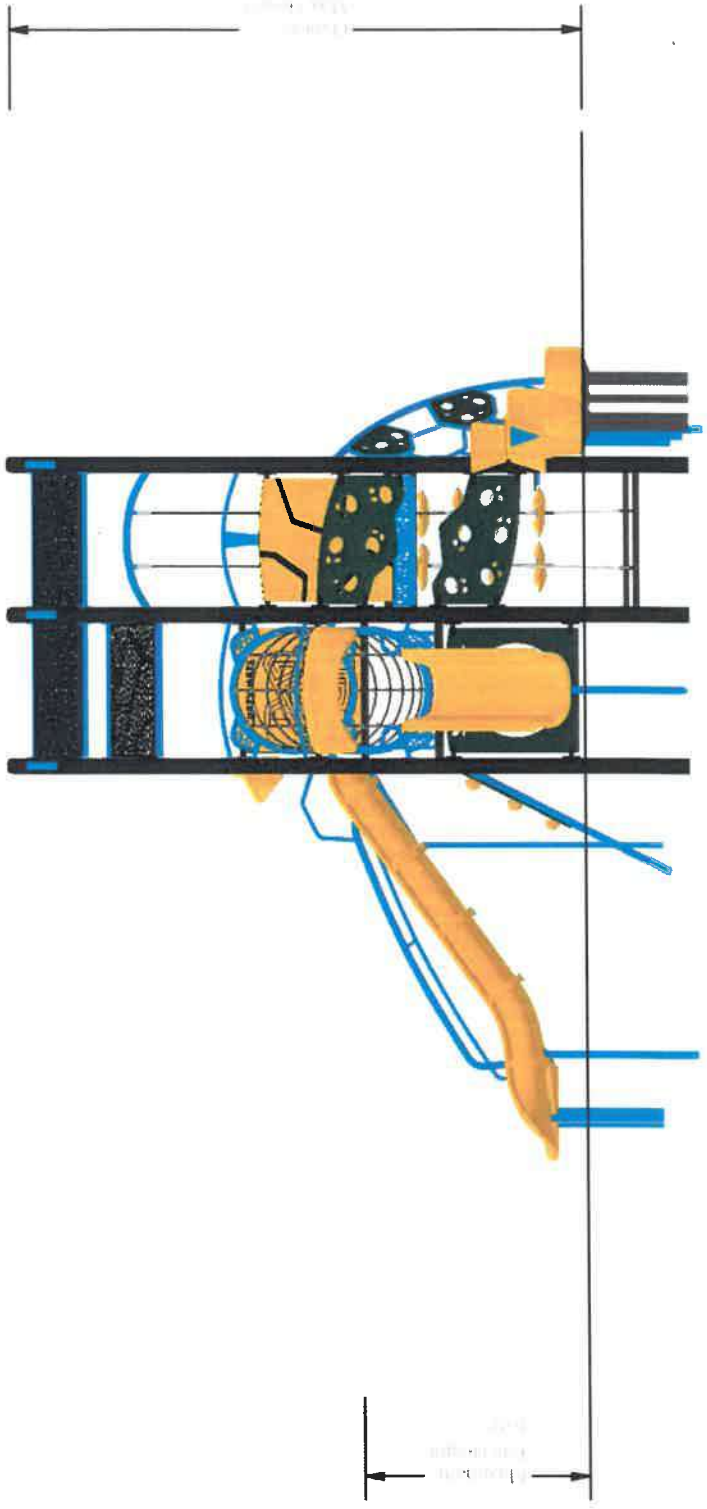

| SERIES | Nucleus \| Intensity \| Burke Basics | ELEVATION VIEW |
|---|---|---|
| **GROUP:** Structure | **7th Street Neighborhood Park** | 02/06/2025 |
| **DESIGNED FOR AGES:** 5 to 12 | Holly Hill, FL 32117 | **Top Line Recreation, Inc.** |
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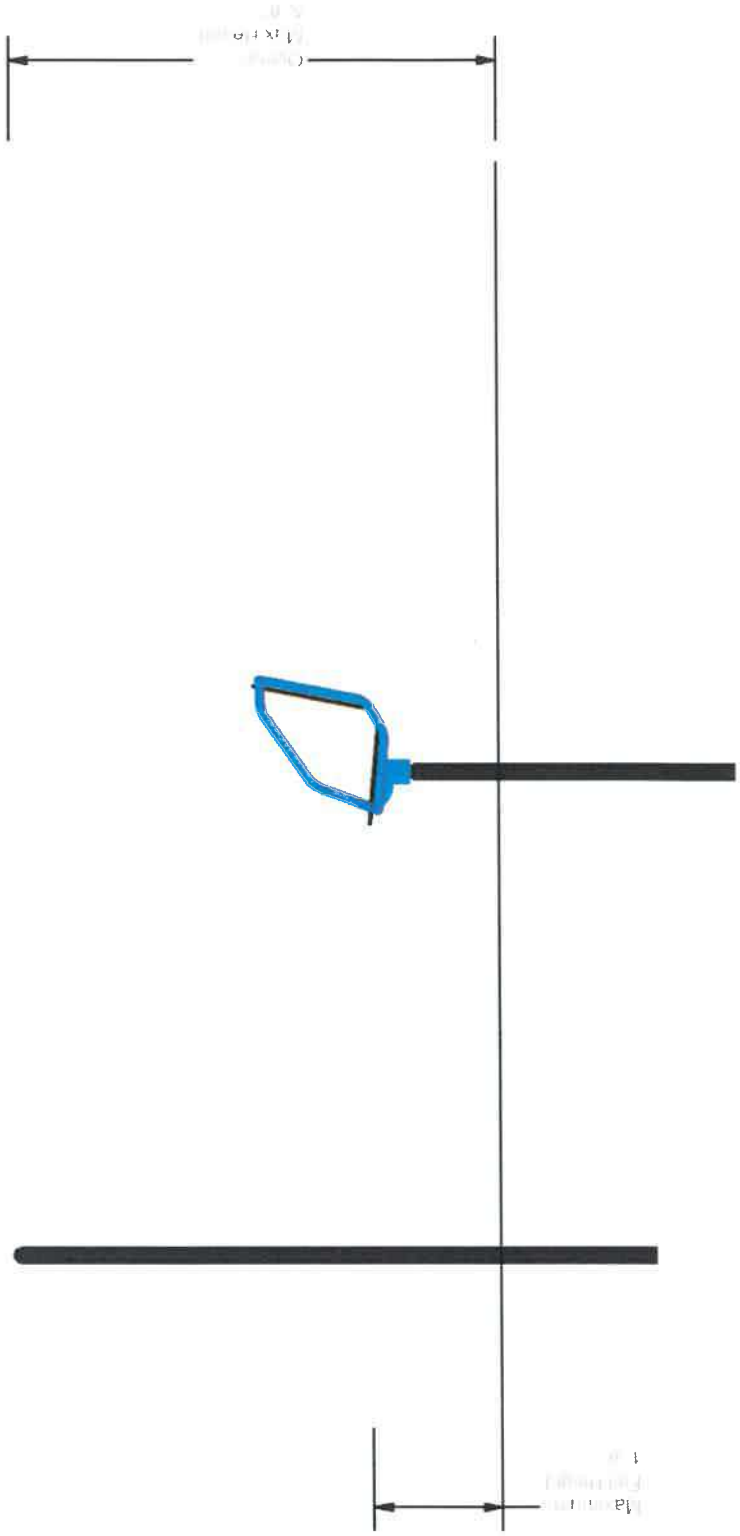

| SERIES | Burke Basics | ELEVATION VIEW |
|---|---|---|
| **GROUP:** Freestanding | **7th Street Neighborhood Park** | 02/06/2025 |
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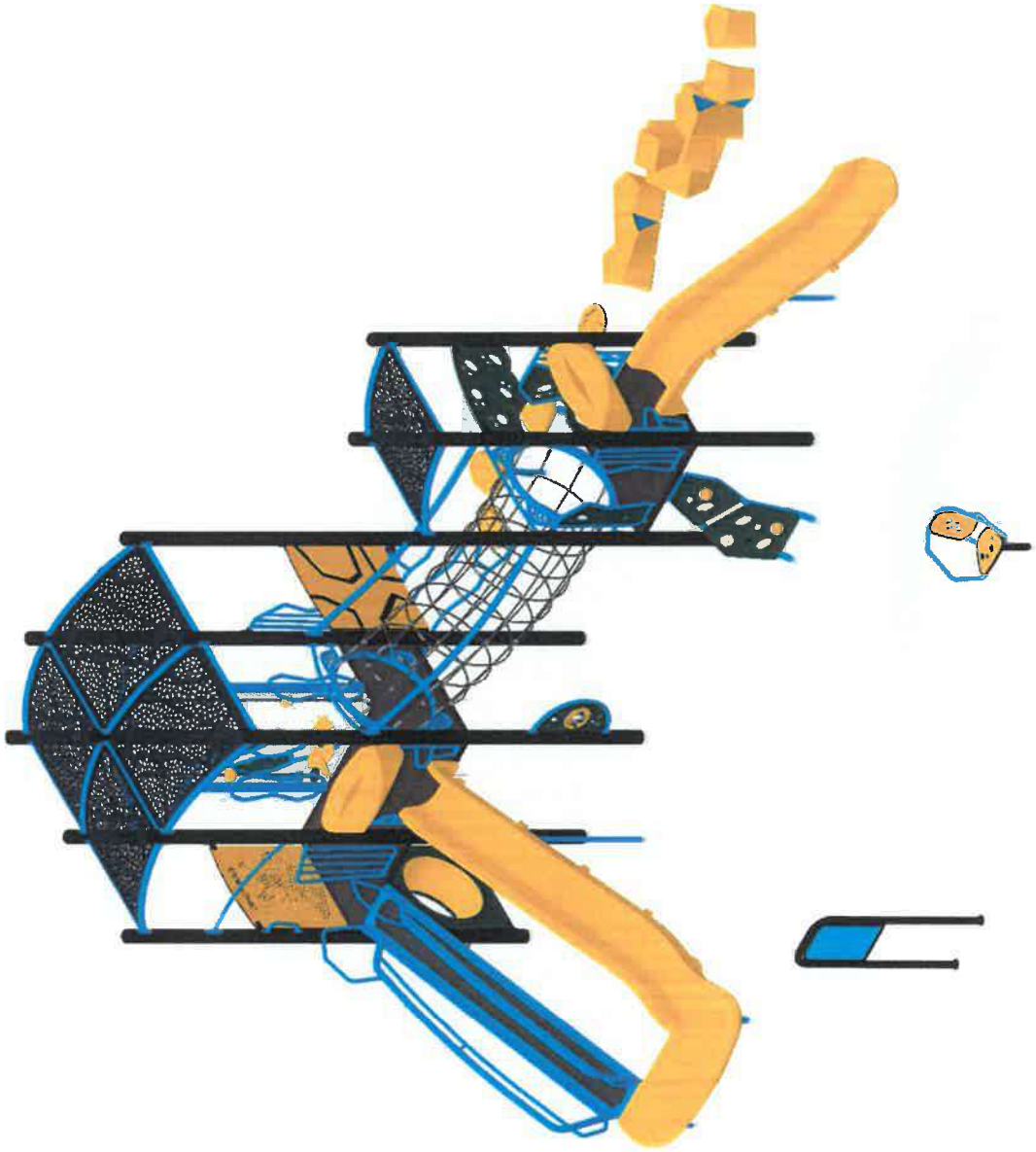

SERIES Nucleus | Intensity | Burke Basics

ISOMETRIC VIEW

**GROUP:**
Structure|Freestanding

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

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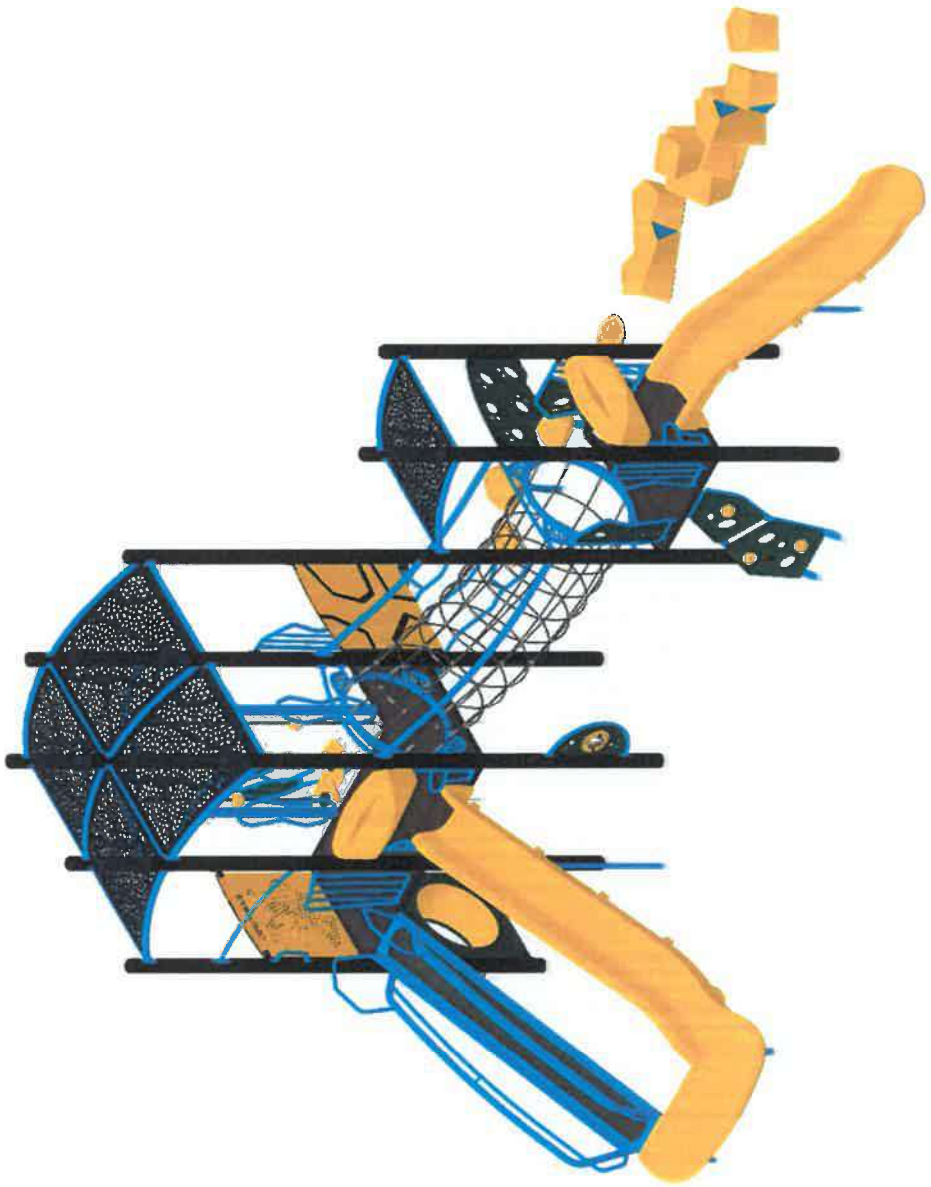

| SERIES | Nucleus \| Intensity \| Burke Basics | ISOMETRIC VIEW |
|---|---|---|
| **GROUP:** Structure | **7th Street Neighborhood Park** | 02/06/2025 |
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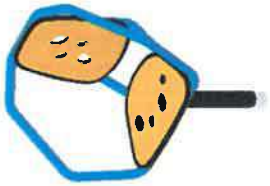



| SERIES Burke Basics | | ISOMETRIC VIEW |
|---|---|---|
| **GROUP:** Freestanding | **7th Street Neighborhood Park** | 02/06/2025 |
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Attachment: Exhibit J - Top Line Drawings (2025-R-18 : 7Th Street Park Playground - CDBG)

ARC
Where fun has no boundaries . . .



# PROJECT PROPOSAL

## 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG
## No. 25-BG-10

Prepared By :

Advanced Recreational Concepts, LLC

3127 Skyway Circle
Melbourne, FL 32934
866-957-2355
www.arcflorida.com

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

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ARC
Where fun has no boundaries . . .

7TH STREET NEIGHBOURHOOD PARK

PLAYCRAFT SYSTEMS
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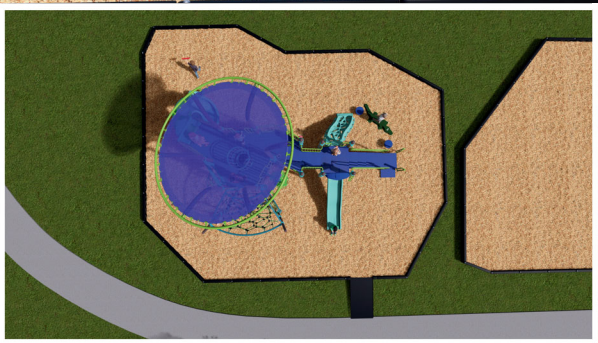
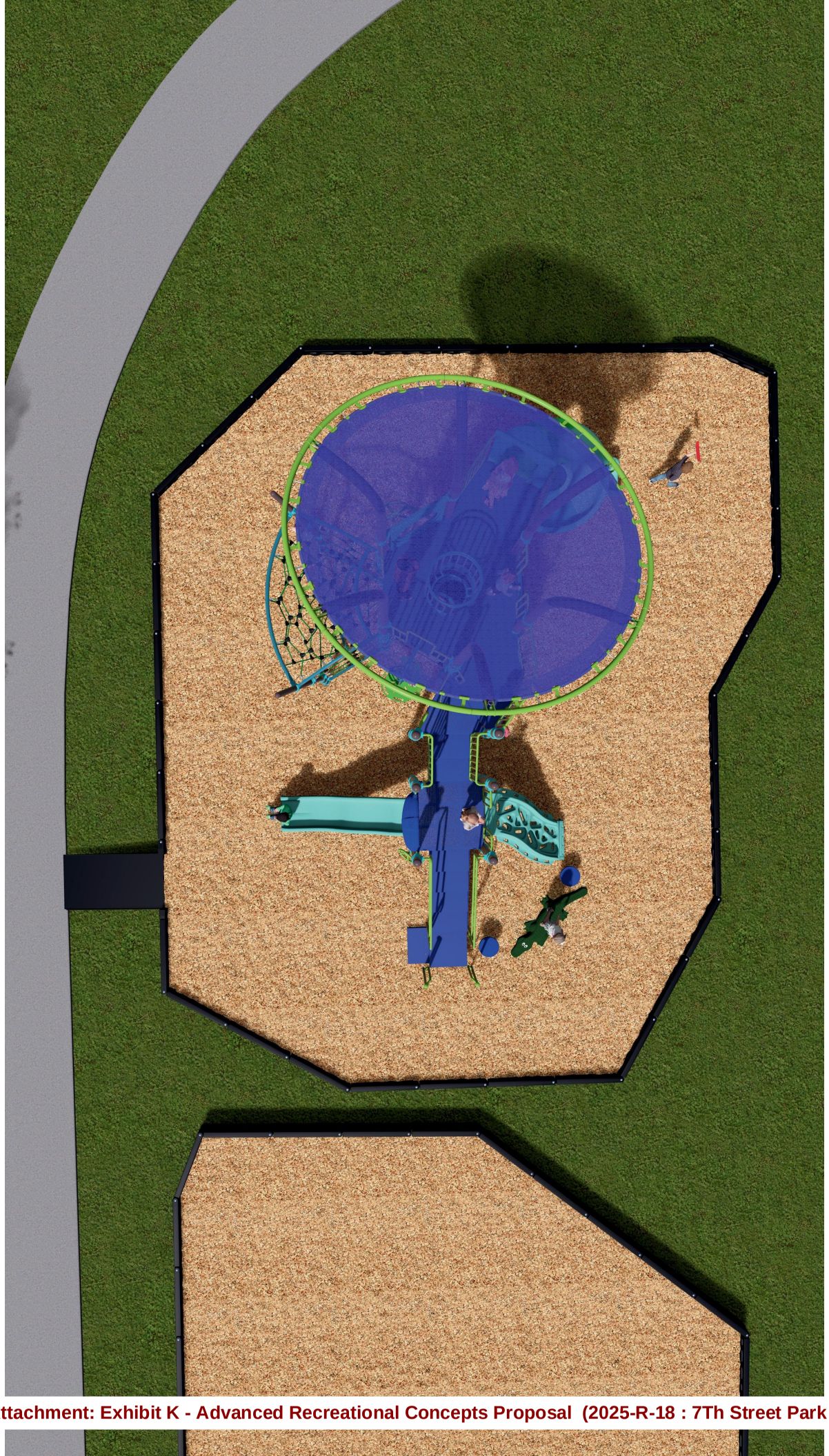








Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park





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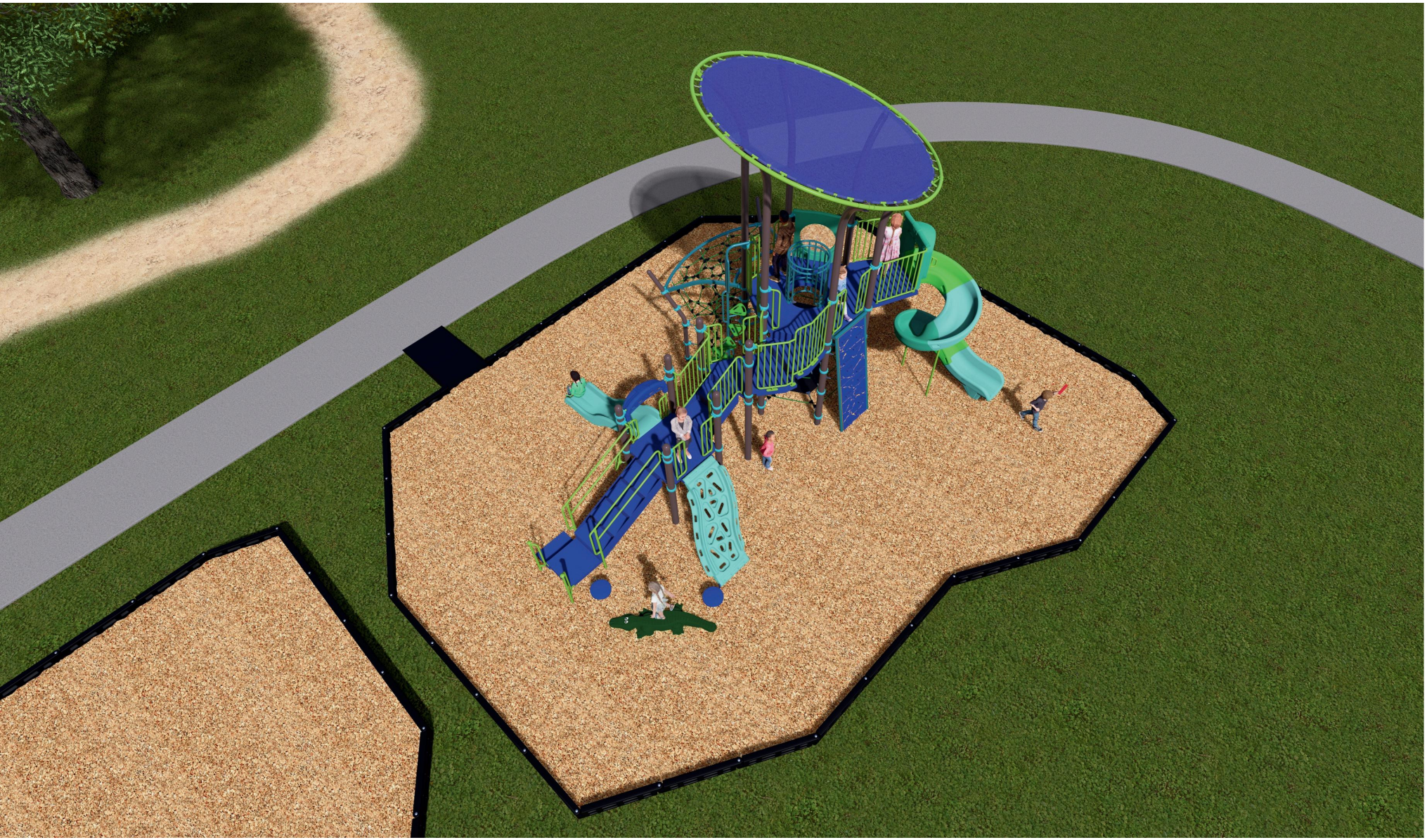

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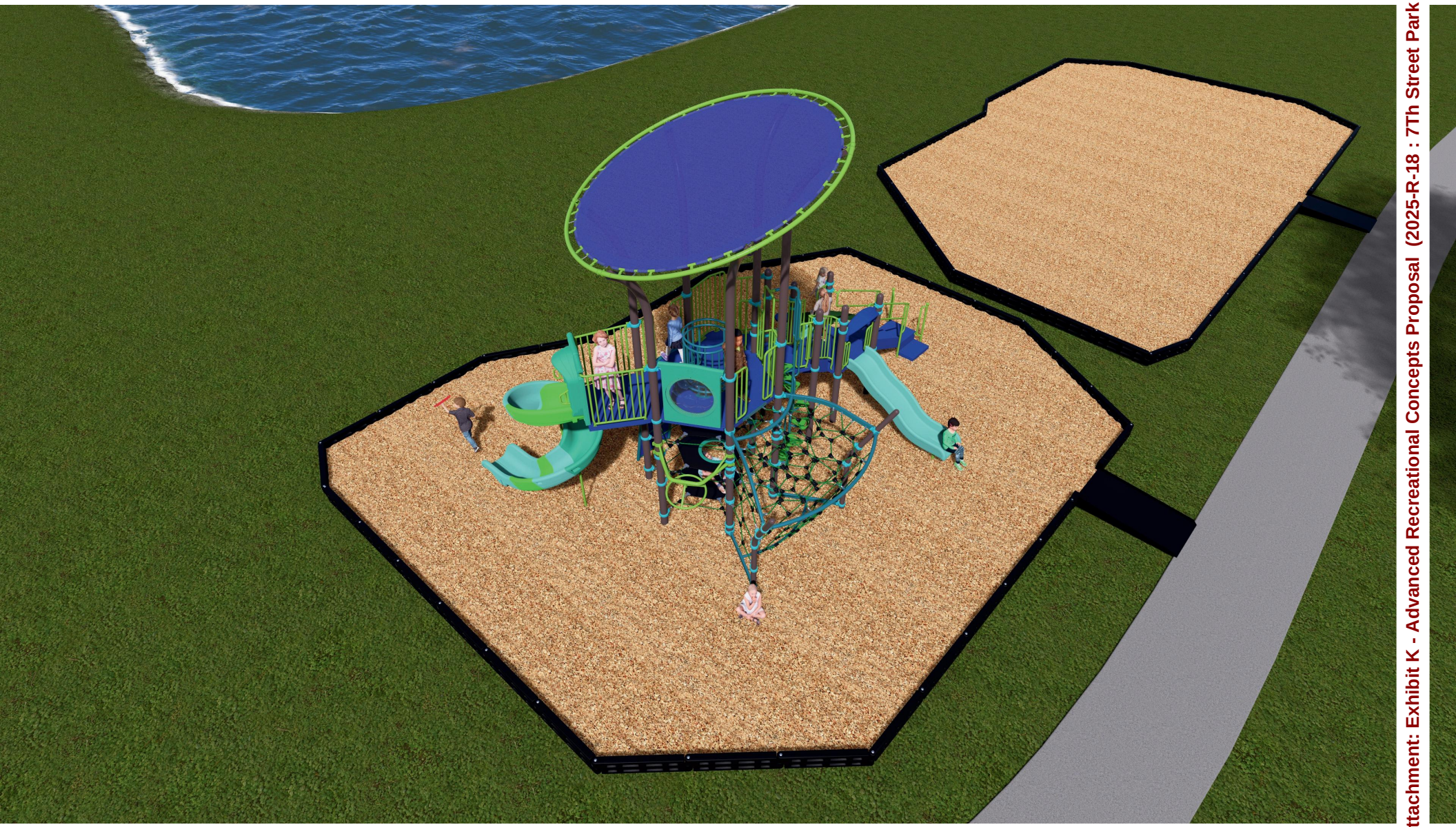


ARC
Where fun has no boundaries . . .

February 4, 2025

Dear Representatives of the City of Holly Hill,

As the Owner of Advanced Recreational Concepts, I am pleased to present our comprehensive playground equipment design proposal for the 7th Street Neighborhood Park. Our team has carefully developed this solution to align with your budgetary parameters while addressing the specific requirements of your site.

The proposed design exceeds all functional, environmental, and safety standards while creating an engaging recreational space that will serve as a cornerstone of community engagement for years to come. As your potential partner in this project, you have my personal commitment that our entire team will provide exceptional support throughout every phase of implementation.

Thank you for considering Advanced Recreational Concepts for this important community initiative. We look forward to the opportunity to bring this vision to life.

Sincerely,

Paul Bickham

Paul Bickham, Owner
Advanced Recreational Concepts

3127 Skyway Circle Suite #10
Melbourne, FL 3293
Toll Free: 866-957-235
FAX: 321-242-221
www.ARCFlorida.com

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Design Summary: 7th Street Neighborhood Park

## Project Specifications

- **Project Name:** 7th Street Neighborhood Park, Holly Hill
- **Age Group:** 5-12 years
- **Dimensions:** 42' x 34'
- **User Capacity:** 98 children
- **Maximum Fall Height:** 96 inches

## Design Overview

Playcraft Systems, with over 25 years of experience in recreational playground equipment, has developed a custom configuration specifically tailored to your requirements. Our design ensures:

- Safety compliance with ASTM F1487 and CPSC playground standards
- Optimal play value and aesthetic appeal
- Maximum durability and weather resistance
- Cost-effective implementation

## Technical Specifications

- **Support Structure:** 5" OD Aluminum posts (salt spray resistant)
- **Finish Quality:** 11-12 mils powder coat with 4" epoxy base primer
- **Corrosion Protection:** B117 Salt spray testing compliant
- **Manufacturing:** 100% Made in America

This configuration delivers exceptional value while maintaining the highest safety and quality standards for your community's recreational needs.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

*3127 Skyway Circle Suite #10*
*Melbourne, FL 3293*
*Toll Free: 866-957-235*
*FAX: 321-242-221*
*www.ARCFlorida.com*

# 7TH STREET NEIGHBOURHOOD PARK
## TOP VIEW

ALUMINUM POSTS

**ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE**

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|---|---|---|---|---|
| 9 | 9/5 | 0/0 | 5/3 | 3/3 |

**CHILD CAPACITY** 98 **MAX FALL HEIGHT** 96

**R5**

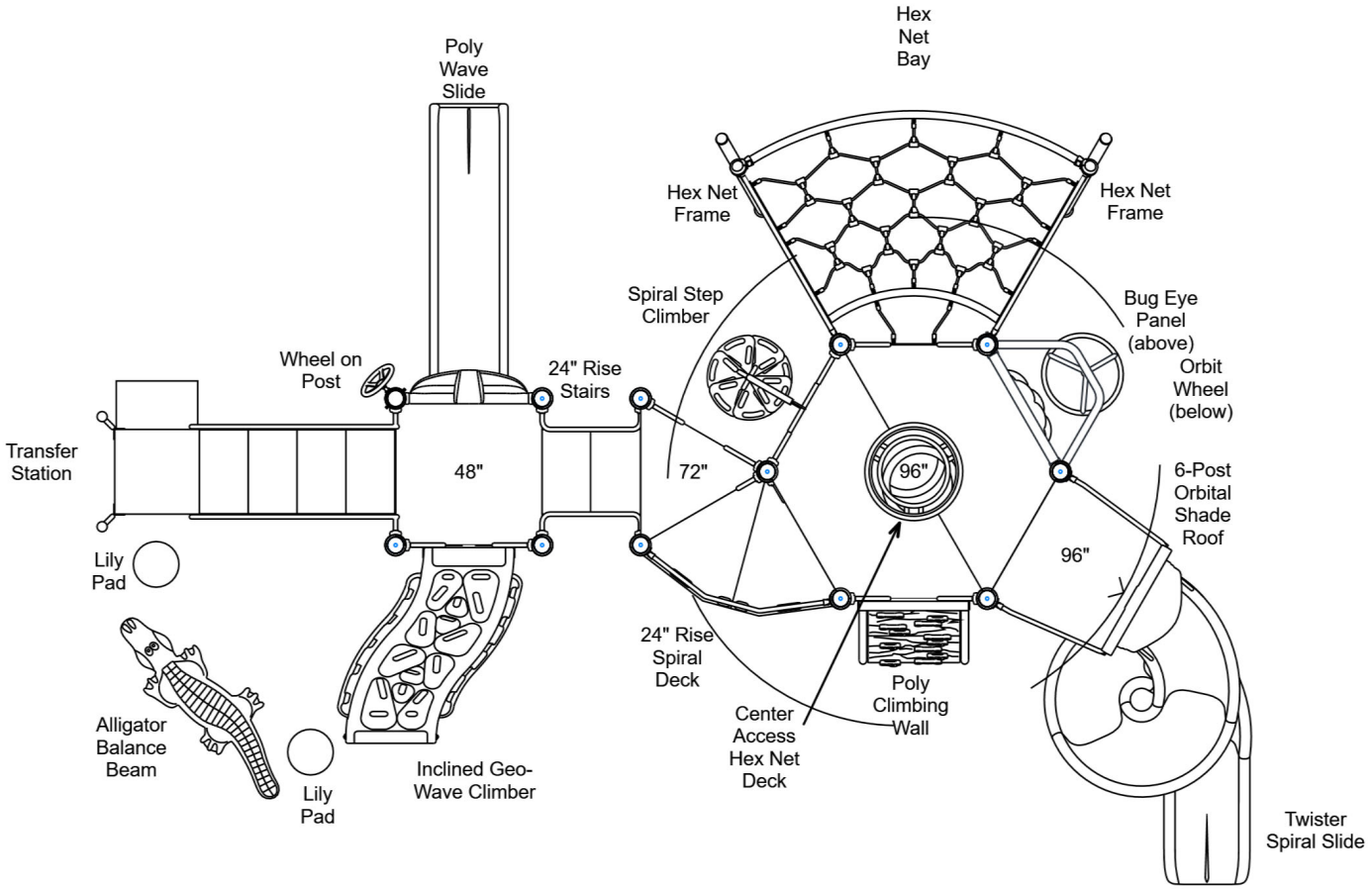
AGES 5-12

5.1.k

**GENERAL NOTES**

This conceptual plan is ba on information provided pr to construction. Detailed s information, including the following, should be obtai evaluated, and utilized in t final project design. Exact dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material i required beneath and around this equipment tha has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.




**STRUCTURE #** R503CC60A
**PROJECT #** ARC2538CEAA
**DATE** 1/27/2025

**Advanced Recreational Concepts**

**MIN. USE ZONE** 42' x 34' (12.659m x 10.353m)

PLAYCRAFT SYSTEMS

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

# 7TH STREET NEIGHBOURHOOD PARK

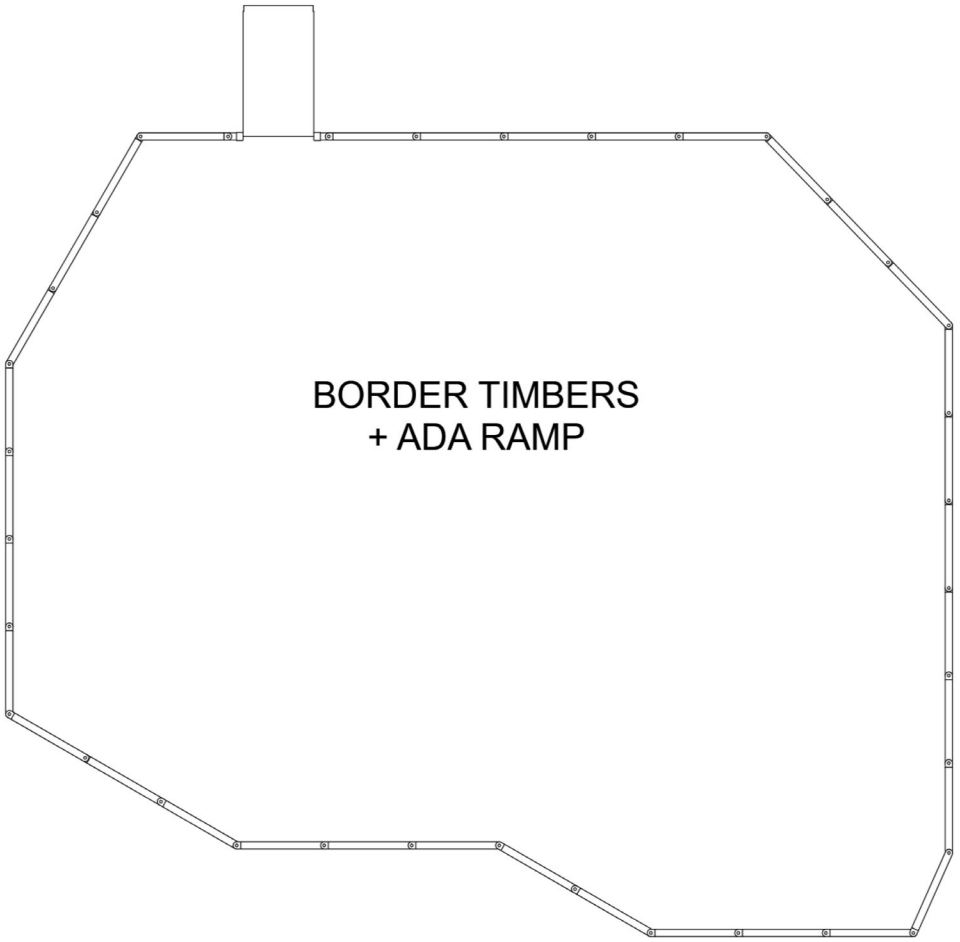
## TOP VIEW

**ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE**

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|---|---|---|---|---|
| 0 | 0/0 | 0/0 | 0/0 | 0/0 |

**CHILD CAPACITY** 0 **MAX FALL HEIGHT** 0






### GENERAL NOTES

This conceptual plan is ba
on information provided pr
to construction. Detailed s
information, including the
following, should be obtai
evaluated, and utilized in t
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conditions and drainage
solutions.

WARNING: Accessible
safety surfacing material i
required beneath and
around this equipment tha
has a critical height value
(Fall Height) appropriate
for the highest accessible
part of this equipment.
Refer to the CPSC'S
Handbook For Public
Playground Safety,
Section 4: Surfacing.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

**STRUCTURE #** STA40407
**PROJECT #** ARC2538CEAA
**DATE** 1/27/2025

**Advanced Recreational Concepts**

**MIN. USE ZONE** 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEM

# 7TH STREET NEIGHBOURHOOD PARK

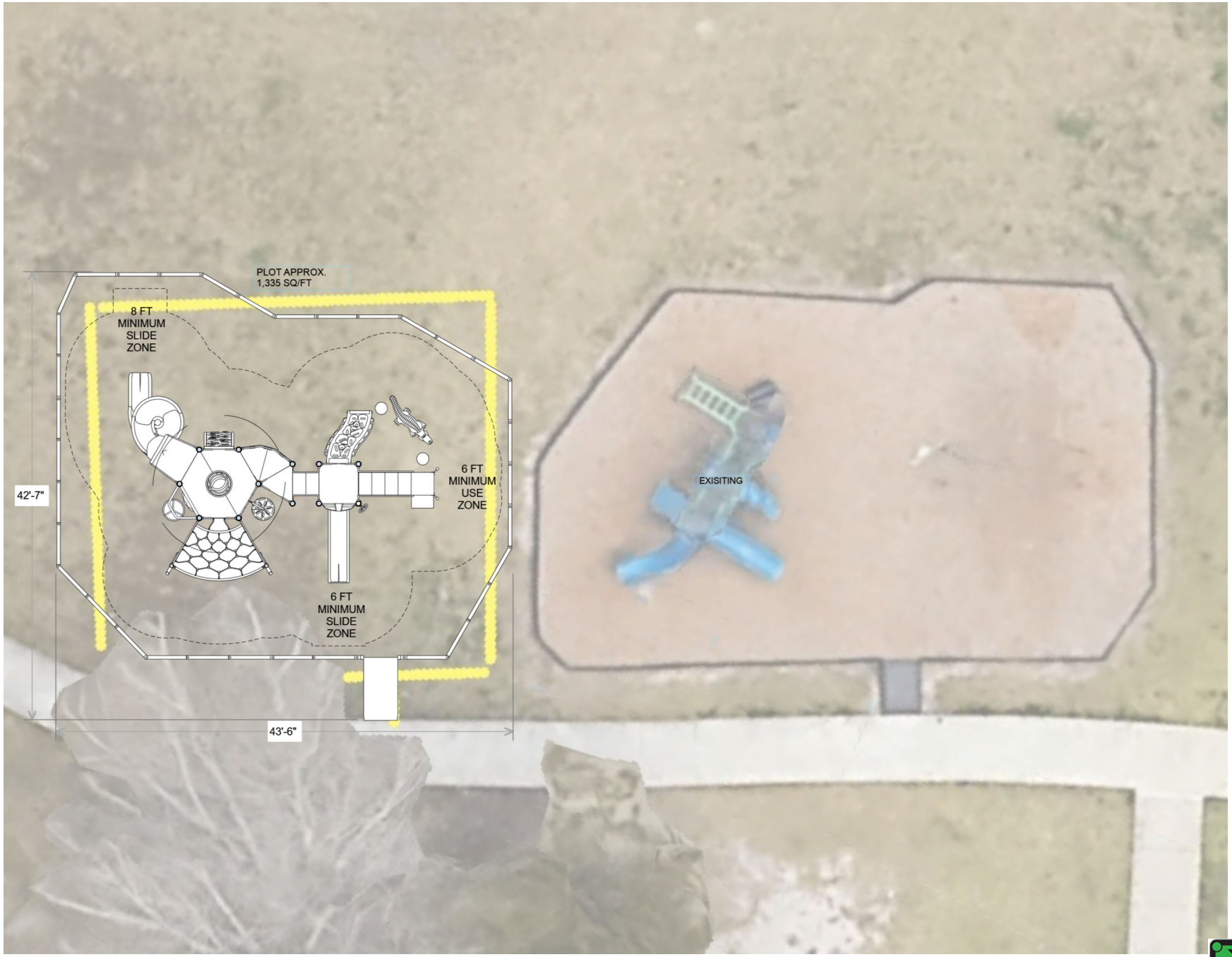
## SITE PLAN

**ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE**

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|---|---|---|---|---|
| 9 | 9/5 | 0/0 | 5/3 | 3/3 |

**R5**

AGES 5-12




### GENERAL NOTES

This Preliminary Site Plan based on measurements were provided in the initia planning phase. All dimensions must be verifi prior to the submission of purchase order. Playcraft Systems will not be held responsible for any discrepancies between ac dimensions and dimensio submitted in the planning phase.

The Minimum Use Zone f play structure is based on product design at the time proposal. Components an structure designs may be subject to change which n affect dimensions. Theref before preparing the site, strongly recommend obta final drawings from the fa (available after the order i placed and included in the Assembly Manual).

WARNING: Accessible sa surfacing material is requi beneath and around this equipment that has a criti height value (Fall Height) appropriate for the highes accessible part of this equipment. Refer to the CPSC'S Handbook For Pu Playground Safety, Sectio Surfacing.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

**PROJECT #** ARC2538CEAA
**DATE** 1/27/2025

**Advanced Recreational Concepts**

**MIN. USE ZONE** 0' x 10' (0m x 2.921m)

PLAYCRAFT SYSTEM

# 7TH STREET NEIGHBOURHOOD PARK

## SW VIEW



R5

AGES
5-12



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

**STRUCTURE #** R503CC60A
**PROJECT #** ARC2538CEAA
**DATE** 1/27/2025

PLAYCRAFT SYSTEMS

# 7TH STREET NEIGHBOURHOOD PARK

## NE VIEW

**R5**

AGES 5-12



**STRUCTURE #** R503CC60A
**PROJECT #** ARC2538CEAA
**DATE** 1/27/2025

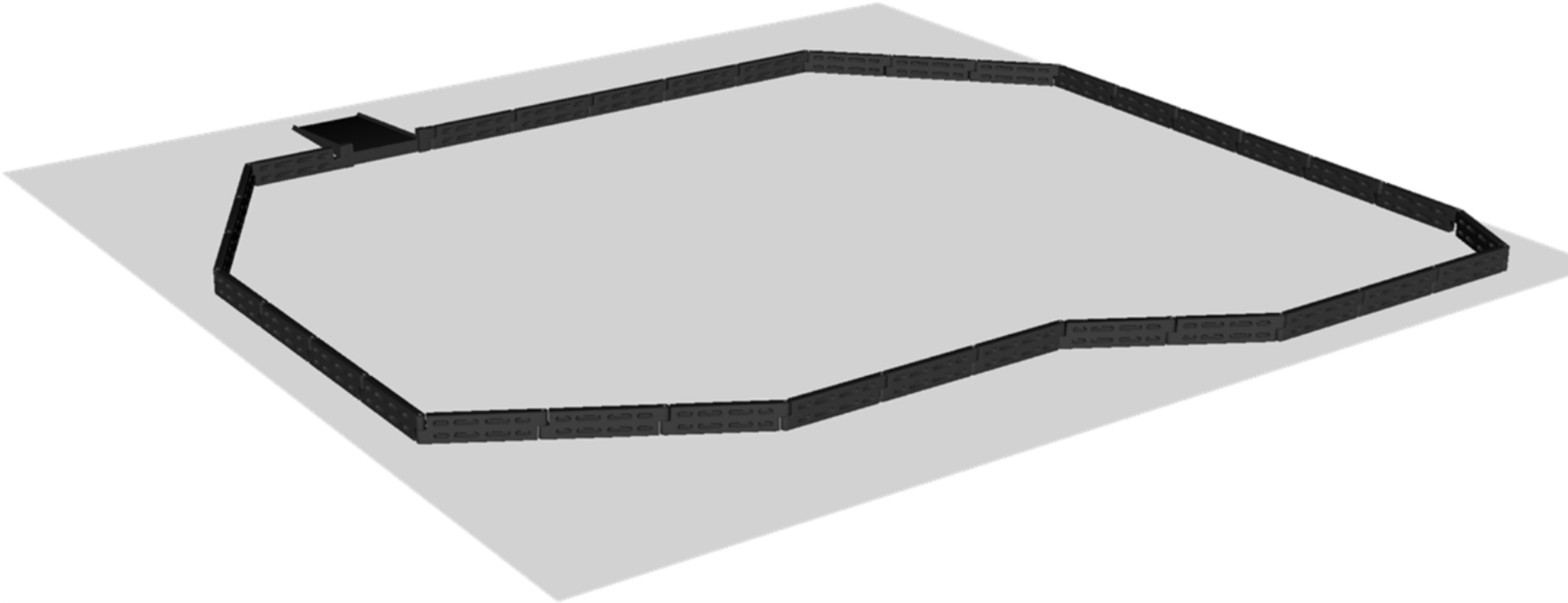
PLAYCRAFT SYSTEMS



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

# 7TH STREET NEIGHBOURHOOD PARK

## SW VIEW



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

**STRUCTURE #** STA40407
**PROJECT #** ARC2538CEAA
**DATE** 1/27/2025

PLAYCRAFT SYSTEM

PLAYCRAFT SYSTEMS
A PLAYCORE Company

# 7TH STREET NEIGHBOURHOOD PARK

**Project #** ARC2538CEAA **Date** 1/27/202

| Item / Part Number | Description | Qty |
|---|---|---|
| **[R503CC60A]** | | |
| HS-1004-R | Collars | 63 |
| HS-1004-R35 | Collars R35 | 10 |
| A2-2426 | Balance Beam (Alligator) | 1 |
| GF-7002 | Dome Cap, R5 | 6 |
| S-1011-R5-11ft | Post, 11ft R5 | 2 |
| S-1012-R5-12ft | Post, 12ft R5 | 2 |
| S-1013-R5-13ft | Post, 13ft R5 | 1 |
| S-1014-R5-14ft | Post, 14ft R5 | 1 |
| S-1015-R5-15ft | Post, 15ft R5 | 6 |
| S-1101-R5 | Square Deck | 1 |
| S-11021-L | Spiral Deck, (Left, 24in) | 1 |
| S-1102-R5 | Tri-Deck | 1 |
| S-1206-24R5 | ADA Stairs, 24in Rise w/ Walls (Short) | 1 |
| S-1209-36-R5 | Transfer Station, 48in-L | 1 |
| S-1234-8R | Climber, Spiral Step 90-96in | 1 |
| S-1248-8 | Climber, Poly Climbing Wall 90-96in | 1 |
| S-1249-DGH | Climber, Inc. Geo-Wave 42-48in (H, DTG, R) | 1 |
| S-1303-R5 | Single Slide SitDown Hood | 1 |
| S-1309-2-R5 | Half Walls (Pair) R5 | 4 |
| S-1310-R5 | Transition Wall | 1 |
| S-1414 | Lily Pad Step 12-18in | 2 |
| S-1632-R5 | Bug Eye Panel | 1 |
| S-1704-4 | Slide, Wave 48in (Single) | 1 |
| S-1706-S8R-R5 | Slide, Twister Spiral 96in (R) | 1 |
| S-18030-6 | Shade Canopy, 6-Post Orbital | 1 |
| S-1812-R5 | Driver Wheel (Post Mounted) | 1 |
| S-1926-LR5 | Center Access Hex Net Deck (96in) | 1 |
| S-1945-R5 | Orbit Wheel | 1 |
| S-5104 | Hex Net Frame | 2 |
| S-5201-DL | Hex Net Bay (Deck) | 1 |
| **[STA40407]** | | |
| 1205-1 | Access Ramp (1-Section, Male Pivot) | 1 |
| 540407 | Border Timber w/ Stake | 34 |

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# WHO IS PLAYCRAFT

Playcraft Systems is a world class manufacturer of commercial playground equipment.

Playcraft has been in the business nearly 25 years and is the largest playground manufacturer on the west coast.

Playcraft has secured its reputation as a leader in the industry by building high quality, innovative products with safety, inclusiveness, durability and value as its top priority.

Playcraft is located in beautiful Southern Oregon, where quality of life and a drive for excellence flourishes.

Our State-of-the-Art manufacturing plant is fully integrated and uses the latest environmentally friendly manufacturing technology and materials.



# WHY CHOOSE PLAYCRAFT

Playcraft Systems is the fastest growing playground manufacturer in the industry, and for good reason.

Our designs are Innovative, Inclusive, Safe and FUN. We have a design for every site and budget.

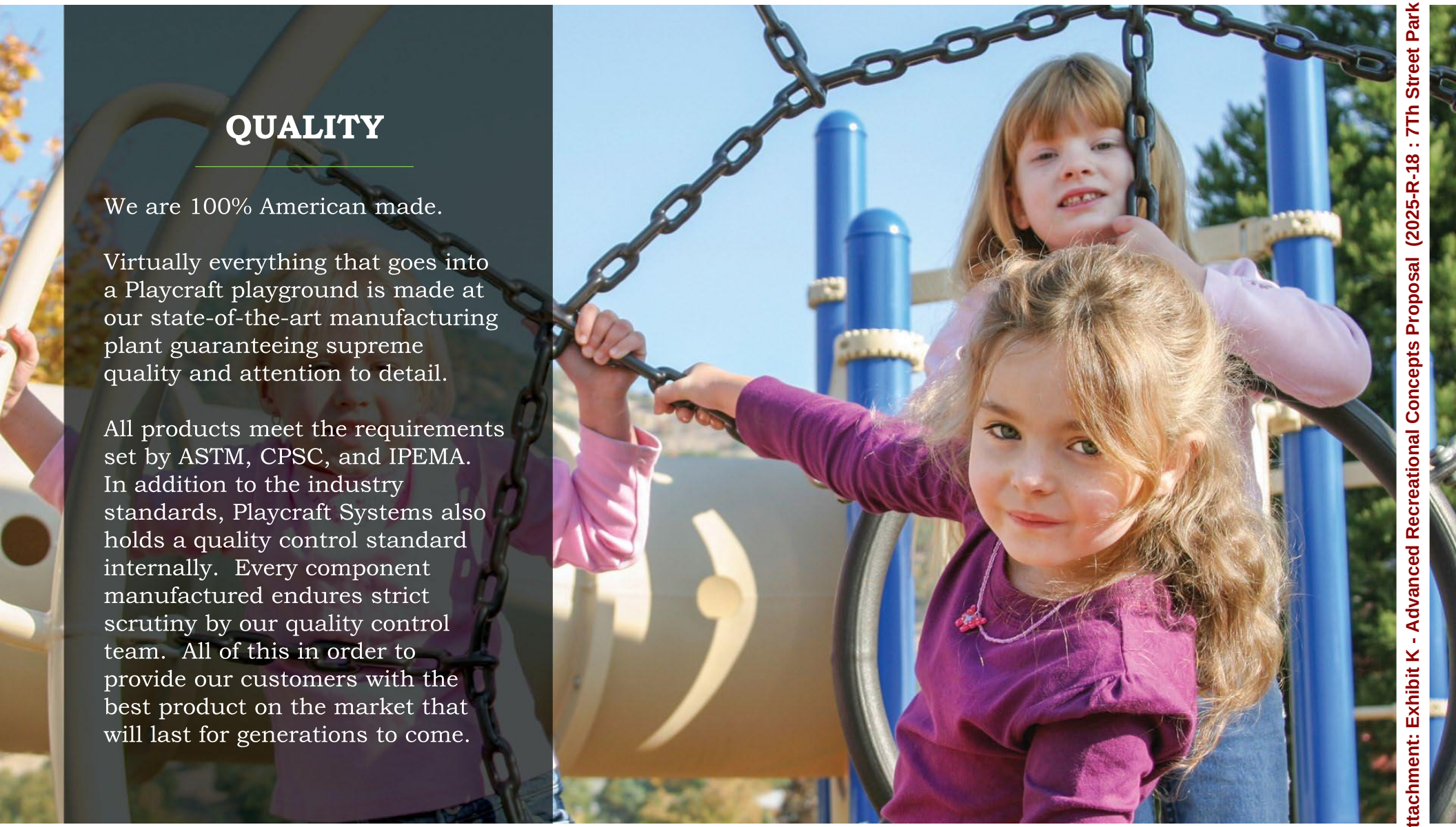
We've got your back through every step of the process and we'll be there for you on opening day!



# PRODUCTS WE OFFER

- Fully Modular Play Systems
- Theme Play Systems
- Early Start Play Systems
- Freestanding Equipment
- Exercraft™ Fitness Equipment
- Parkcraft™ Site Amenities
- Ground Cover
- Replacement Parts





# QUALITY

We are 100% American made.

Virtually everything that goes into a Playcraft playground is made at our state-of-the-art manufacturing plant guaranteeing supreme quality and attention to detail.

All products meet the requirements set by ASTM, CPSC, and IPEMA. In addition to the industry standards, Playcraft Systems also holds a quality control standard internally. Every component manufactured endures strict scrutiny by our quality control team. All of this in order to provide our customers with the best product on the market that will last for generations to come.



# VERTICALLY INTEGRATED MANUFACTURING

Playcraft Systems is the only manufacturer of playground equipment in the industry to provide all aspects of production. This in-house full vertical integration of manufacturing ensures:

Unequaled Quality

Fast Delivery

Design Flexibility

Unmatched Value



# WE ARE INNOVATORS

Patented KING CLAMP™ System

Advanced Roto-Molded Plastic Components

Precision Die-Cast Aluminum Components

Superior Fit and Finish: Thickest Powder-Coatings in the Industry = Durability

Heavy Duty Perforated Metal Decks made in house with our Play-Tuff™ coating.

Stainless Steel Hardware

# SHIPPING EXCELLENCE

We guarantee your playground will arrive in excellent condition because we take the same care in packaging as we do in designing and manufacturing.

Custom wood pallets

Box and shrink wrap

Fewer packages



# MAINTENANCE

Maintenance Schedule

Maintenance Kit

Replacement Parts as needed



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

# INDUSTRY LEADING WARRANTY

It is our belief that our products are the finest in the industry and our warranty reflects this! We stand by everything that goes into a Playcraft Systems Playground. We can.... Because we make it all!



# 2024 COMMERCIAL PLAYGROUND EQUIPMENT SPECIFICATIONS



PLAYCRAFT® SYSTEMS

A PLAYCORE Company

123 North Valley Drive - Grants Pass, OR 97526
Tel: **1-541-955-9199** Fax: **1-541-955-6130**

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# 2024 COMMERCIAL PLAYGROUND EQUIPMENT SPECIFICATIONS

Playcraft Systems' commitment to craftmanship and commitment extends throughout all product offerings. Utilizing superior materials and industry leading manufacturing techniques, our Round 5, Round 3.5, Revolution, and Freestanding Events are tested and validated to be in conformance with ASTM F1487 and CSA Z614-14 Standards.

## GENERAL SPECIFICATIONS (Playground Equipment)

**Hardware/Fasteners** all metal hardware shall be stainless steel, zinc plated, or galvanized as required to resist rust and corrosion. Pinned tamper resistant hardware with thread lock patch shall be used for all principal connections. Hardware Caps shall be a UV-Stabilized, polypropylene based plastic consisting of two parts, a base and crown. Specified hardware is attached through the base to post support and finished with a crown to form a smooth tamper-resistant attachment point. All hardware shall be shipped in individual component-specific hardware packages.

**Rotationally Molded Polyethylene** shall be manufactured from hot compounded linear low-density polyethylene resins. Hot compounded polyethylene resins include UV inhibitors and anti-static additives providing superior performance, durability, fade resistance (tested to a long term UV16 rating), and a more uniform, colorfast appearance and thickness. All rotationally molded, low-density polyethylene plastic components shall be available in a variety of colors and have an average wall thickness of .250". All components shall comply with ASTM D 638-02 (minimum 2500 PSI tensile strength), ASTM D-790 (Flex Modulus Test), ASTM D-648 (Heat Distortion Temperature Test), ARM-STD (Low Temperature Impact Test).

**High Density Polyethylene - (HDPE) Sheet Stock Parts** All HDPE components shall be manufactured from 1", 3/4", and 1/2" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Components shall be cut or machined to size with routed design elements and available in a variety of solid or dual-colors. All HDPE components shall comply with ASTM D1505 (density of .955 g/cc), ASTM D638 (tensile strength of 4000 PSI), D790 (Flex Modulus Test), and D648 (Heat Distortion Temperature Test).

**Powder Coating** all steel, aluminum, and die cast components shall be thoroughly prepared prior to receiving final powder coat finish. Preparation includes quality inspection of every component and connection, grinding and hand filing of each weld to remove excess material and spatter, cleansing in a multi-step process which includes a hot phosphatizing bath and rinse followed by a non-chrome seal for added corrosion resistance. Components shall be preheated and fully dried prior to receiving a 3-5 mil thick electrostatically applied epoxy primer coating (covering entire component - not just welds) for superior powder adhesion and corrosion resistance. An 8-11 mil thick architectural grade Super Durable polyester TGIC powder shall be electrostatically applied and baked achieving a thickness of 11-16 mils. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test). Powder coatings are available in a variety of colors.

**PlayTuff™ Coating** shall be applied to specific metal components with a 120-160 mil thickness. Prior to PlayTuff™ coating, components shall be thoroughly prepared and cleaned in a multi-stage phosphatizing wash, followed by a uniform application of Playcraft formulated primer. Upon preheating to a minimum of 350 degrees, components shall be dipped in a UV stabilized Polyvinyl Chloride liquid followed by a 400 degree salt cured bath. All Play-Tuff™ Coated Parts shall comply with ASTM D-624 (Tear Strength Test), ASTM D-412 (Tensile Strength Test). PlayTuff™ Coatings shall provide a slip resistant surface and are available a variety of colors.

**Tubular Steel and Metal Components** shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

**Steel Walls** shall be fabricated using 1.029" O.D. 14 gauge tube steel welded vertically on 4" centers between vertical 1.315" O.D. 12 gauge tube steel balusters and horizontal 1.315" O.D. 12 gauge tube steel rails, top & bottom. Brackets may be welded to the ends of each rail and between the verticals to provide attachment points. Walls shall be finished with a multi-stage baked-on powder coat finish.

**Vertical Deck Fillers** shall be designed to eliminate the crawl space between decks at different elevations. All deck in-fills shall be made from 12 gauge sheet steel and powder coated after fabrication.

**Punched Steel Surfaces** steel decks, bridges, ramps, and steps shall be constructed using heavy duty, single piece 12-gauge low carbon sheet steel which shall be formed and fabricated into required designs. Below surface supporting gussets shall be fabricated utilizing 12 gauge sheet steel to insure structural integrity. All punched steel standing surfaces and steps shall receive slip-resistant PlayTuff™ coating with a thickness of 120-160 mils and a uniform 5/16" diameter hole pattern. Deck faces shall have up to 6 attachment slots to accommodate face mounting components. There shall be no unsupported area larger than 1.5 square feet on all deck surfaces. All sheet steel shall conform to ASTM A1011-02.

**Post Caps** shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip (Factory installed and secured in place)

**King Collars™** shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. King Collars™ to include Playcraft Systems' exclusive dove tail design and face to face connection eliminating string entanglements and extra hardware. King Collars™ shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

**Climbing Grips** shall be precision die-cast from high strength A-369.1 aluminum alloy and coated in a functionalized polyethylene copolymer thermoplastic coating. All thermoplastic coatings shall comply with ASTM standards: ASTM B 2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), ASTM D-638 (Tensile Strength Test). A-369.1 aluminum alloy shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

**Chain** Swings, Chain Nets, Chain Walks and Suspension Bridges shall be 4/0 and/or 5/0 galvanized steel. Chains shall be coated in PlayTuff™ coating coated as required.

**Steel-reinforced ropes** shall be manufactured with tightly woven, polyester-wrapped, six-stranded galvanized steel cable. Ropes are extremely durable, vandal and abrasion resistant, color stable, and available in a variety of colors.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



## ROUND-5 PLAY SYSTEM - GENERAL SPECIFICATIONS:

| Aluminum Post Mechanical Properties: | |
|---|---|
| **Yield Strength (min):** | 35,000 PSI |
| **Tensile Strength (min):** | 38,000 PSI |
| **% Elongation in 2 Inches:** | 10 |
| **Modulus of Elasticity:** | 10 x $10^6$ PSI |

**Round-5 Aluminum Posts** shall be constructed of 5" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

| Steel Post Mechanical Properties: | |
|---|---|
| **Yield Strength (min):** | 50,000 PSI |
| **Tensile Strength (min):** | 55,000 PSI |
| **% Elongation in 2 Inches:** | 25 |
| **Modulus of Elasticity:** | 30 x $10^6$ PSI |

**Round-5 Steel Posts** shall be constructed of 5" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

**Round-5 Attachment Fittings (King Collars™ and Sockets)** shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

**Round-5 Play System Footing Requirements** shall vary depending on deck heights, components, and events attached to the structure. Most Round-5 components and posts are available for surface or in-ground mounting.



## ROUND-3.5 PLAY SYSTEM - GENERAL SPECIFICATIONS:

| Aluminum Post Mechanical Properties: | |
|---|---|
| **Yield Strength (min):** | 35,000 PSI |
| **Tensile Strength (min):** | 38,000 PSI |
| **% Elongation in 2 Inches:** | 10 |
| **Modulus of Elasticity:** | 10 x $10^6$ PSI |

**Round-3.5 Aluminum Posts** shall be constructed of 3-1/2" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

| Steel Post Mechanical Properties: | |
|---|---|
| **Yield Strength (min):** | 50,000 PSI |
| **Tensile Strength (min):** | 55,000 PSI |
| **% Elongation in 2 Inches:** | 25 |
| **Modulus of Elasticity:** | 30 x $10^6$ PSI |

**Round-3.5 Steel Posts** shall be constructed of 3-1/2" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

**Round-3.5 Attachment Fittings (King Collars™ and Sockets)** shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

**Round-3.5 Play System Footing Requirements** shall vary depending on deck heights, components, and events attached to the structure. Most Round-3.5 components and posts are available for surface or in-ground mounting.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## POSTS, ATTACHMENT FITTINGS & FOOTING REQUIREMENTS



## REVOLUTION SYSTEM - GENERAL SPECIFICATIONS:

**Revolution Direct-Bolt Double-Wall Post System (Patent Pending).** shall be constructed utilizing (4) primary components: Double-wall mounting sleeves, Core post, Top cap, and Bottom cap. Each mounting sleeve shall be precision die-cast from a high-strength A369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments. Die Cast Sleeves shall be 5” diameter and individually finished with a smooth machined surface. All mounting sleeves shall include factory drilled and threaded component attachment holes. Nylon Plugs shall be included for attachment holes not utilized during play structure assembly. Core post shall be constructed of 3-1/2" O.D. 11-gauge galvanized steel tubing exhibiting the following mechanical properties: Tensile Strength of 55,000 PSI and Yield Strength of 50,000 PSI. Top cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified. Post caps to include Playcraft Systems’ exclusive self-sealing design with an overlapping lip and are factory installed and secured in place with a self-sealing rivet. Post caps are available in a variety of colors. Bottom Cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified and factory installed.

| **Steel Post Mechanical Properties:** | |
|---|---|
| **Yield Strength (min):** | 50,000 PSI |
| **Tensile Strength (min):** | 55,000 PSI |
| **% Elongation in 2 Inches:** | 25 |
| **Modulus of Elasticity:** | 30 x $10^6$ PSI |

**Tubular Steel and Metal Components** shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

**Revolution Play System Footing Requirements** shall vary depending on post heights, components, and events attached to the structure. Most Revolution components and posts are available for surface or in-ground mounting.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# coloring by material

IMPORTANT: The colors s illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

Playcraft offers one of the largest selections of material color in the industry, allowing your playground to meet any need when it comes to visual appearance.

## POWDER-COATING



Metal components receive a multi-stage powder-coating process with a highly durable protective finish unparalled in the industry, and the added texture effect of our Metaluxe powder-coat colors can add a soft and elegant look.

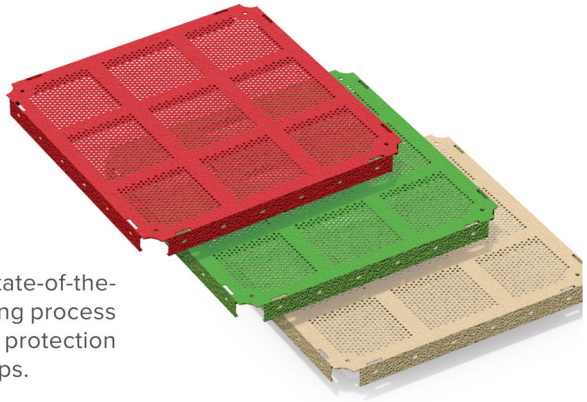
- crater lake blue
- pacific blue
- horizon blue
- forest green
- fern green
- sprout green
- sunshine yellow
- autumn yellow
- campfire orange
- rhubarb red
- bing cherry red
- sweet plum
- wildflower purple
- bigfoot brown
- acorn brown
- driftwood tan
- charcoal black
- smoke gray
- gull gray
- snowcap white

## METALUXE POWDER-COAT

- oxide red
- blaze copper
- alloy tan
- carbon gray
- steel blue
- sterling white
- patina teal
- ironstone green

## PLAY-TUFF COATING

- pacific blue
- forest green
- sprout green
- rhubarb red
- bigfoot brown
- driftwood tan
- gull gray



Our in-house state-of-the-art Play-Tuff coating process offers unmatched protection on decks and steps.



Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.

## SHADE CANOPY FABRIC

- blue
- green
- lime green
- red
- light blue
- tan
- yellow
- gray

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

# ELEMENTS OF COLOR



## ROTO-MOLDING PLASTIC

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of play.

- crater lake blue
- pacific blue
- horizon blue
- coastline teal
- forest green
- fern green
- mossy green
- sprout green
- sunshine yellow
- campfire orange
- rhubarb red
- wildflower purple
- wild lavender
- bigfoot brown
- acorn brown
- driftwood tan
- timber ash gray
- gull gray
- sand granite
- gray granite
- forest granite
- rhubarb granite
- pacific granite



## HDPE LAYERED PLASTIC



## HDPE SOLID PLASTIC

- crater lake blue
- pacific blue
- seaglass teal
- forest green
- spring green
- sunshine yellow
- campfire orange
- rhubarb red
- wildflower purple
- gull gray
- driftwood tan
- charcoal black

- brown/ tan
- blue/ tan
- crater lake blue/tan
- forest green/ tan
- tan/ brown
- tan/ blue
- tan/ red
- tan/ forest green
- seaglass teal/ white
- blue/ yellow
- red/ yellow
- spring green/ white
- gull gray/ black
- blue/ yellow
- red/ white
- black/ white
- yellow/ blue
- yellow/ red
- yellow/ black

Our high-density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.





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IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

ELEMENTS OF COLOR

## SWING SEATS

Slash Proof Seats are constructed from durable elastomer and come in a vairety of colors.

blue | green | yellow

red | tan | black





## THERMO PLASTIC COATING

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.

pacific blue | forest green | rhubarb red

bigfoot brown | gull gray



## PLAY-CORD CABLE

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



blue | black

green | red

QUALITY YOU CAN TRUST
LIFETIME WARRANTY
PLAYCRAFT SYSTEMS



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Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar on quality and play expectations... one playground at a time.




Playcraft Systems® warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems® further warrants as follows:

### LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

### TWENTY- FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

### FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

### TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

### FIVE (5) YEAR LIMITED WARRANTY

on all Play-Cord™ and Net-Effects™ cables and connectors against breakage and failure due to defects in materials or workmanship.

### FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

### THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

### ONE (1) YEAR LIMITED WARRANTY

on all moving parts, and their integrated components, and on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems® For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. R)

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

PLAYCRAFT® SYSTEMS
A PLAYCORE Company

January 01, 2024

RE: Playcraft Systems—IPEMA, USCPSC, Safety and Accessibility Compliance

To Whom It May Concern:

The playground equipment manufactured under the name Playcraft Systems, when properly installed, and over compliant surfacing, meets or exceeds the current design of safety guidelines found in the CAN/CSA Z614-20, ASTM F-1487-21, ADA and the Consumer Product Safety Commission (USCPSC), where applicable, for playground designed for public use.

Additionally, Playcraft Systems is a member of the International Play Equipment Manufacturers Association (IPEMA), with IPEMA Certified products. IPEMA provides Third Party Certification service whereby a designated independent laboratory validates a manufacture's certification of conformance to ASTM F-1487.

We also offer a wide range of accessible equipment designed to meet the latest guidelines developed by the Federal Access Board.

Please feel free to contact me with any questions.

Sincerely,

C.J. Schatza
Vice President/General Manager
Playcraft Systems. LLC
(541) 955-9199, ext. 101

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## BICKHAM, PAUL

ADVANCED RECREATIONAL CONCEPTS, LLC
3127 SKYWAY CIRCLE 101
MELBOURNE FL 32934

**LICENSE NUMBER: CBC1266810**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the 7th Street Neighbourhood Park that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with Community Development Block Grant funds must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], **Playcraft Systems**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

___C.J. SA_____
Signature of Playcraft System’s Authorized Official

_CJ Schatza, General Manager / Vice President___
Name and Title of Playcraft System’s Authorized Official

___2/5/25_____
Date

# BABAA Compliance Certification

**Project:** Holly Hill – 7th Street **Owner:**

**Architect:** **General Contractor:**

**Subcontractor:** Playcraft Systems

| Manufacturer/Supplier | Materials/Components | Description of Product | Where Product is Made |
|---|---|---|---|
| Allied Tube | Steel | Steel Tubing | USA |
| FarWest | Steel | Sheet Steel | USA |
| Axalta | Powder Coatings | Coated Parts | USA |
| | | | |
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*I hereby certify that to the best of my knowledge and belief all Iron, Steel, Manufactured Products, and Construction Materials installed on this project by my company and by any and all subcontractors and suppliers for this project comply with the Build America, Buy America Act (BABAA) requirement of the Infrastructure Investment and Jobs Act of 2021 (Pub. L. 117- 58, §§ 70901-70953), or are the subject of a waiver approved by the Secretary of Agriculture or designee.*

C.J. SA
__ _____
Signature of Playcraft System's Authorized Official

_CJ Schatza, General Manager / Vice President___
Name and Title of Playcraft System's Authorized Official

___cj.schatza@playcraftsystems.com_____
Email

541-955-9199 x101_____
Telephone

__2/5/25_____
Date

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Tom Collins Insurance Agency, Inc.
1555 Indian River Blvd, Suite 130
Vero Beach, FL 32960

CONTACT NAME: Shannon Purvis
PHONE (A/C, No, Ext): (772)778-9222 FAX (A/C, No): (772)778-9255
E-MAIL ADDRESS: s.purvis@tomcollinsinsurance.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Kinsale Insurance Company | 38920 |
| INSURER B : | Hartford Accident & Indemnity Company | 22357 |
| INSURER C : | Associated Industries Insurance Company | 23140 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
Play Space Services, Inc.
Advanced Recreational Concepts LLC.
3127 Skyway Circle Ste #101
Melbourne, FL 32934

**COVERAGES** **CERTIFICATE NUMBER:** 99002176-11449241 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 0100280432-1 | 01/27/2025 | 01/27/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,00<br>$ 100,00<br>$ Exclude<br>$ 1,000,00<br>$ 2,000,00<br>$ 2,000,00 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | 21 UEC HV7562 | 02/03/2025 | 02/03/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,00<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 0100280457-1 | 01/27/2025 | 01/27/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,00<br>$ 5,000,00 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | AWC1205025 | 03/07/2024 | 03/07/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,00<br>$ 1,000,00<br>$ 1,000,00 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
Client Copy - For Informational Purposes Only

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SMP)

© 1988-2015 ACORD CORPORATION



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 30 00**
**PROPOSAL**

**FOR**

**CITY OF HOLLY HILL**

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

**BID NO. 25-BG-10**

**(To be completed in Duplicate)**

Bidder's Name: Advanced Recreational Concepts, LLC

Submitted: January 31, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

ninety eight thousand twenty one dollars and seventy cents
(In Words)

Dollars $ 98,021.70 (In Figures)

## COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

## REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. Advanced Recreational Concepts

B. Permanent main office address. 3127 Skyway Circle, Suite 101, Melbourne, Florida 32934

C. When organized. 1996

D. If a corporation, where incorporated. Brevard County, Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 29

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company. Design, Sell, and Install Playgrounds, Shades, Shelters, Site Furnishings, Safety Surfacing, and Splash Pads

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment Truck, Trailer, Mixer.

L. Experience in construction work similar in type to this project.

M. Background and experience of the principal members of your organization, including the officers. Refer to attached Resume of Paul Bickham

N. Credit available: $400,000



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: First Savings Bank, Marti Scott, 812.670.3771

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 31st day of January, 2025.

Paul Bickham

Name of Bidder

By: Owner

Title

State of Florida

County of Brevard

Paul Bickham being duly sworn deposes and says that he is the owner of Advanced Rec. Concepts and that the answers to the Advanced Recreational Concepts foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 4 day of Feb, 2025.

Shelby Louise Gemes

Notary Public

Shelby Louise Gemes

Notary Public (Print or Type) My commission expires: 3/11/2026

SHELBY LOUISE GEMES
MY COMMISSION # HH 199735
EXPIRES: March 11, 2026
Bonded Thru Notary Public Underwriters



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 10
## LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

| NO. | PROJECT | OWNER | DESCRIPTION/COST | REFERENCE | DATE WORK STARTED & FINISHED MM/YR TO MM/YR |
|---|---|---|---|---|---|
| 1 | CDBG Bid-Sylvester Bruten, Seville & Spring Hill Parks | Volusia County | 3 park playground bid $750,000 Design based | Christopher Lessig CPRP, CPSI Volusia County Park Operations Manager 386-748-3377 cell | Fall 2023 |
| 2 | Multiple, Tropical park, Babb landing, Cherokee Pt park, Yeehaw Park | Osceola County | Park Playground averaging $100k-$350k | Dan Brockhaus Parks Operations Mgr (407) 301-1550 | 2013-current ongoing |
| 3 | Bayfront Park | City of Sarasota | Bayfront Park $1.2 million | John Kretzer | Fall 2023-Jan 2024 |

END OF SECTION



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 25-BG-10 for 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG.

This sworn statement is submitted by Advanced Recreational Concepts, LLC whose business address is 3127 Skyway Circle, Suite 101, Melbourne, Florida 32934 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-0520823. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Paul Bickham any my relationship to the entity named above is Owner.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

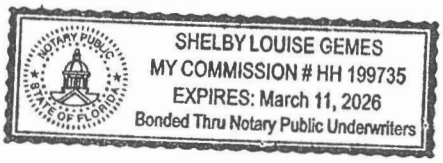
(Signature) Paul Bickham Date: January 31, 2025

State of Florida County of Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Paul Bickham who, after first being sworn by me, affixed her/his signature in the space provided above on this 4 day of February, 2025

Shelby Louise Gemes
Notary Public

My Commission Expires: 3/11/2026




Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 00
## ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Advanced Recreational Concepts

SIGNED BY: Paul Bickham

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Owner

ADDRESS: 3127 Skyway Circle, Suite 101

CITY AND STATE: Melbourne, Florida 32934

TELEPHONE: 321.775.0605

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 50
## DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Paul Buckhan

VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 60

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

### Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Advanced Recreational Concepts

Authorized representative (printed): Paul Bickham

Authorized representative (signature): Paul Bickham

Date: January 31, 2025

END OF SECTION



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Advanced Recreational Concepts, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3127 Skyway Cir Suite 101

Requester's name and address (optional)

6 City, state, and ZIP code

Melbourne FL 32934

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 2 | 0 | – | 0 | 5 | 2 | 0 | 8 | 2 | 3 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** Paul Buckham **Date** 1/7/2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Advanced Recreational Concepts

Consultant/Contractor Name and Address

Paul Bickham

Signature

Paul Bickham, Owner

Name and Title

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

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2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Advanced Recreational Concepts

Consultant/Contractor Name and Address

Paul Bickham

Signature

Paul Bickham, Owner

Name and Title

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

**Project Name:** 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

| Amount of Contract or Subcontract 7a. | Type of Trade Code (See below) 7b. | Contractor or Subcontractor Business Racial/Ethnic (See below) 7c. | Woman Owned Business (Yes or No) 7d. | Prime Contractor Identification Number (IRS/FEIN) 7e. | Subcontractor Identification Number (IRS/FEIN) 7f. | Contractor/Subcontractor Business Name and Address 7g. | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Business Name | Street | City | State | Zip |
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| | | | | | | | | | | |

Name/Title: Owner

Signature: Paul Bickham

Date: _____

**7b: Type of Trade Codes: CPD**

1 = New Construction
2 = Education/Training
3 = Other

**7c: Racial/ Ethnic Codes**

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

## Section 3 Business Concern Certification

**This document must be completed and returned from the primary bidder with their bid submission.** Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG
Agency Name: Advanced Recreational Concepts, LLC
Contact person: Paul Bickham Title: Owner
Address of business: 3127 SKYWAY CIRCLE #101, Melbourne, FL 32934
Telephone number: 321-775-0605 Fax number:
E-mail address: info@arcflorida.com
Federal Employer Identification Number/SSN: 20-0520823

1. Type of business:
*(Check one)* ☐ Corporation ☐ Sole Proprietorship ☒ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☒ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☒ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

**2024 AMI →**
Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: Paul Bickham
Signature: Paul Bickham Date: 1/31/2025
Title: Owner

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit K - Advanced Recreational Concepts Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



# THANK YOU

## Contact Us :

866-957-2355

www.arcflorida.com

@arc_florida

@arcflorida

info@arcflorida.com

BLISS PRODUCTS
everything under the sun

CITY OF HOLLY HILL FLORIDA
INCORPORATED JULY 1, 1901

# 7TH STREET NEIGHBORHOOD PARK PLAYGROUND

BID #25-BG-10




Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

February 7, 2025

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Re: 7th Street Neighborhood Park Playground Bid #25-BG-10

Dear Sir/Madam,

Within these pages you will begin to get a feel for the level of personalization and care that the team at Bliss Products believes should go into each playground area created in today's marketplace. There is in depth detail about our project management plan/philosophies, design narrative to provide insight into how the playground equipment was selected, as well as detailed information about Bliss Products and Services, our company, our employees, and our installation team.

We have also provided you with a section about our playground manufacturer, Play & Park Structures, who will help us by manufacturing the new playground equipment for the City.

The City's main point of contact is your local sales representative, Heather Smith. She can be reached via phone at 727-403-7849 or via email at heather.smith@blissproducts.com.

We look forward to the opportunity to work with you on this project!

Sincerely,

Gregg Bliss
President
Bliss Products and Services, Inc.
800-248-2547
gregg@blissproducts.com
www.blissproducts.com

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Bliss Products and Services, Inc.

## Overview

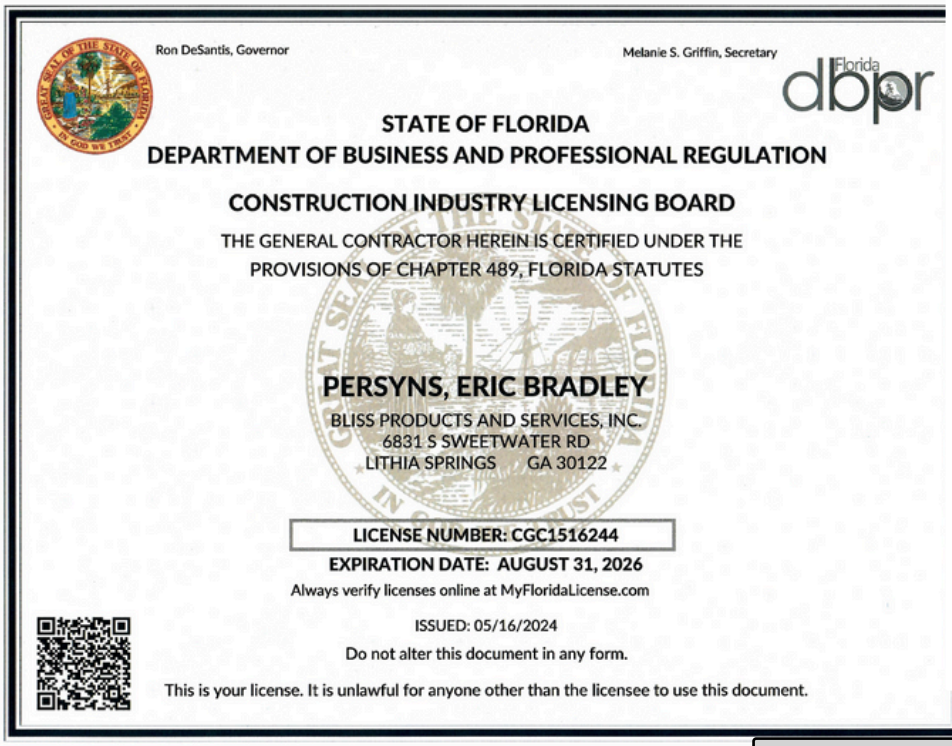
Bliss Products and Services, Inc. (BPS) has been in the recreation business since 1984. With over forty years of success in an ever-changing industry, BPS has continued to expand not only territory but capabilities as well. Our growth can be directly attributed to our customer-first sales philosophy. BPS believes in a low-key and educated approach to each opportunity. Our team has experience in the design of all types and sizes of recreation and play environments. BPS offers site evaluations, budgetary proposals, custom designs, and installation services for a wide range of products. BPS can utilize the newest technologies available and support our staff and clients through multiple platforms.

## Construction

BPS is not simply a sales agency. BPS has contractors licenses in ten states and currently holds a GC license in the State of Florida. With combined revenues of over 50M annually, BPS has the resources available to successfully complete projects of any size and scope.

Our installers specialize in the recreation industry. From concept to creation, our installers are committed to enhancing recreational environments for everyone and are equipped to handle the largest projects our customers may have.

License # CGC1516244
(Pictured Right)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PERSYNS, ERIC BRADLEY

BLISS PRODUCTS AND SERVICES, INC.
6831 S SWEETWATER RD
LITHIA SPRINGS GA 30122

LICENSE NUMBER: CGC1516244

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Bliss Products and Services, Inc.

## Additional Information

- BPS is a corporation.
- There is no active or pending litigation.
- There have been no legal actions taken against BPS.
- BPS have never defaulted on a contract or failed to complete any work.
- EMR Ratings:
  - 2024: .94
  - 2023: .94
  - 2022: .94
  - 2021: .94
  - 2020: .94
- FEIN: 59-2413631
- DUNS: 003456428
- E-Verify: 329247
- FL GC License: GCG1516244

Below are Bliss Products' total year sales for the past five years:

- 2024: 50M+
- 2023: 48M+
- 2022: 40M+
- 2021: 25M+
- 2020: 22M+
- 2019: 20M+
- 2018: 17.5M+

Through the past five years, over 75% of our work has been negotiated by our sales reps. The remaining 25% has been work that we have been awarded through RFPs, ITBs, etc.

Bliss Products and Services, Inc. possesses the capital to purchase all equipment and materials to complete this project.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Meet Your Bliss Team



## Gregg Bliss, President

Gregg Bliss has been with BPS for over 30 years and took over as President in 2000. Since becoming President, Gregg has been responsible for expanding the company's territory to over 12 states and more than doubling both the sales staff and installation crews. Gregg is the qualifying agent for contractors' licenses in over five states, including holding a GC license in Florida. Gregg is CPSI certified and graduated Summa Cum Laude from Tarleton State University with a Bachelor of Science degree in Industrial Technology.



## Heather Smith, Sales Representative

Heather Smith has become an integral part of the Bliss Products sales team since she joined in 2016. Since then, she has completed several signature projects - including an inclusive sports themed playground for the City of Winter Springs. From onsite meetings to thorough follow up after the installation process, Heather makes sure that all of her customers' needs are met. Currently, over 75% of Heather's sales are from repeat customers.



## Kristen George, Bid Manager

Kristen started her recreation career with BPS, joining the team in 2015. She quickly climbed the ranks to become BPS' Bid Manager and now oversees the entire bid and quoting department. Her department sent out over 350 bids for the 2024 year and is still able to maintain an attention to detail that is unlike any other. Providing our customers with in depth information, accurate lead times, and comprehensive playground designs ensures our bids and quotes alike are sent out with as much detail and care as possible.



## Eric Persyns, Director of Construction

Eric Persyns brings over 20 years of experience in the recreation industry, with expertise spanning all aspects of recreation design and construction. As the lead overseeing all 30 installers at Bliss Products and Services, Eric ensures that the company's quality standards are consistently met. He frequently travels to project sites to provide hands-on oversight and maintain excellence. If WJCC has any questions or concerns regarding the installation phase of this project, Eric is just a phone call away, ready to assist.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Meet Your Team

## Contact Information

**Mailing Address:**
6831 S Sweetwater Road
Lithia Springs, GA 30122

**Email Addresses:**
Gregg Bliss, President: gregg@blissproducts.com
Heather Smith, Sales Representative: heather.smith@blissproducts.com
Kristen George, Bid/Sales Manager: kristen@blissproducts.com
Eric Persyns, Director of Construction, eric@blissproducts.com
Jessica McCleary, Project Coordinator: jmccleary@blissproducts.com

**Phone Numbers:**
Gregg: 800-248-2547 ext. 105
Heather: 727-403-7849
Kristen: 800-248-2547 ext. 106
Eric: 407-572-3077
Jessica: 800-248-2547 ext. 101

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Certificate of Insurance

BLISS PRODUCTS
everything under the sun

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>HDINS,Inc dba Harry Daniel Insurance<br>P.O. 2077<br>Cartersville, GA 30120<br><br>www.hdins.com AYP070759 | CONTACT NAME: Meg Stover<br>PHONE (A/C, No, Ext): 770-382-8954 FAX (A/C, No): 770-386-4081<br>E-MAIL ADDRESS: MStover@hdins.com |
| INSURED<br>Bliss Products and Services, Inc.<br>6831 S. Sweetwater Rd.<br>Lithia Springs GA 30122 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Cincinnati Specialty Underwriters — 13037<br>INSURER B: Twin City Fire Insurance Co. — 29459<br>INSURER C: Sentinel Insurance Co, Ltd — 11000<br>INSURER D: Certain Underwriters at Lloyd's, London<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** 83597582 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☑ OCCUR<br>✓ Contract & XCU<br>✓ $5000 Deductible per claim<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ✓ PRO-JECT ☐ LOC<br>☐ OTHER: | | | CSU0024940 | 1/17/2025 | 1/17/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 10,0000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| C | AUTOMOBILE LIABILITY<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY | | | 20UECKN3349 | 7/29/2024 | 7/29/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | ☐ UMBRELLA LIAB ✓ OCCUR<br>✓ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ 0 | | | CSU0024939 | 1/17/2025 | 1/17/2026 | EACH OCCURRENCE<br>AGGREGATE<br>Occur/Aggregate | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 20WECAT3242 | 7/29/2024 | 7/29/2025 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C<br>D<br>A | IM-Installation<br>Professional Liability<br>Network Security & Electronic Media Liability | | | 20SBAZT2793<br>HPL24-0075<br>CSU0202058 | 4/19/2024<br>4/28/2024<br>1/17/2025 | 4/19/2025<br>4/28/2025<br>1/17/2026 | $100,000<br>$1,000,000 per claim/aggregate<br>$100,000 per claim/aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

**CERTIFICATE HOLDER**

Bliss Products & Services,Inc.
6831 S. Sweetwater Rd.
Lithia Springs GA 30122

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H. L. Daniel

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Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Sunbiz









## Detail by Entity Name

Florida Profit Corporation
BLISS PRODUCTS AND SERVICES, INC.

Filing Information

| | |
|---|---|
| **Document Number** | G95904 |
| **FEI/EIN Number** | 59-2413631 |
| **Date Filed** | 04/11/1984 |
| **State** | FL |
| **Status** | ACTIVE |

Principal Address

6831 S SWEETWATER RD
LITHIA SPRINGS, GA 30122

Changed: 01/09/2004

Mailing Address

6831 S SWEETWATER RD
LITHIA SPRINGS, GA 30122

Changed: 01/15/2008

Registered Agent Name & Address

NRAI SERVICES, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/19/2018

Address Changed: 03/19/2018

Officer/Director Detail

**Name & Address**

Title P

BLISS, GREGG
3805 NEW YORK AVE
DOUGLASVILLE, GA 30135

Annual Reports

| Report Year | Filed Date |
|---|---|
| 2018 | 01/15/2018 |

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Past Performance - Playgrounds

Pasco County issued an RFP for new playground equipment at Lake Lisa Park. After submitting a proposal, Bliss Products was awarded the contract to provide and install a variety of new equipment, including a custom 5-12 playground structure, shaded swing set, Temple Trolley, and Igloo climbing net. The playground was completed with turf and engineered wood fiber surfacing.

Pasco County
Lake Lisa Park
Stephanie Cangero
813-929-2760 ext. 1100
scangero@pascocountyfl.net



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Past Performance - Playgrounds

Fleischman Park is set in beautiful Naples, FL. This project was to be a baseball themed playground with multiple climbing opportunities for children. Not only did we include our Denali Tower, reaching over 20' in the air, but we also included some equipment from our new Parallax line. This product encourages children to climb, traverse, and maneuver through a complex structure which builds upper body strength and confidence in young children. The design was completed with freestanding play elements, shaded swings, and turf surfacing.

City of Naples
Fleischmann Park
Jennifer Fox
239-213-3058
jfox@naplesgov.com



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Past Performance - Playgrounds

The new play areas at Blanchard Park in Martinez, Georgia are fully open, providing children with imaginative outdoor recreation opportunities. Designed specifically for Columbia County, the playgrounds feature climbing structures, slides, sensory features, educational components, and trail connections. There are three distinct playground zones created for different age groups – toddlers, youth, and older children.

The playscapes engage and challenge kids while connecting them to nature and promoting environmental awareness. The sensory-rich settings nurture creativity, motor skills, and learning through play.

The nature-playground is one-of-a-kind. Every element, from the artisanal timber structures to the botanical habitats, was custom-crafted from sustainable materials. The innovative recreation concept aims to inspire children's cognitive, physical, and social development through natural inspiration and sensory immersion.

Columbia County
Blanchard Park
Dennis Hodges
706-863-7523
dhodges@columbiacountyga.gov





Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Past Performance - Playgrounds

BPS was honored to be a part of the City of Winter Springs' Perk Up Parks Initiative! This playground captures the heart of the community as the inclusive playground for all! With ramps, swings, shades, and poured in place surfacing, we made sure to design a play space where no one is left out!

City of Winter Springs
Central Winds Park
Brian Dunigan
407-327-6589
bdunigan@winterspringsfl.org



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Past Performance - Playgrounds

The City of LaGrange utilized SPLOST dollars approved by LaGrange residents to finish the complete redevelopment of the park. The playground features all-new equipment, a “trike track”, a picnic pavilion, additional parking, a unique boardwalk structure and a walking trail with direct connection to The Thread.

City of LaGrange
Granger Park
Meg Kelsey
mkelsey@lagrangega.org



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Overview and Objectives

**The City of Holly Hill is seeking a partner to design a new play environment for the children at 7th Street Neighborhood Park.**

## Challenges and Solutions

BPS can help the City of Holly Hill navigate and overcome any challenges because of our vast experience in similar situations. BPS wants to take the time on the front end to understand all aspects of a project, from the most minute to the largest and most complicated. Our team is prepared to go above and beyond to provide the partnership we all will be proud of for years to come.

**On Site Meetings/Design Phase -** BPS understands the need for on-site meetings and will make this project a priority in terms of scheduling those. The City is going to be able to work with our team to ensure the playground and splash pad fit the specific needs and space, so these on-site meetings are critical to fully understanding the extent of the scope of work.

**Duration of Installation -** Equipment today is much more complex from an installation standpoint than in years past. Playground and splash pad standards have evolved and become more rigorous with time. These two factors combined just means that BPS' installers will take great care and attention to detail to ensure the playgrounds, surfacing, and splash pad are installed correctly. BPS will manage each site's installation to ensure progress, minimize delays, and provide feedback as the installation takes place.

**Meeting Playground Standards -** We will discuss with the City the various standards that must be met when providing and installing a playground and splash pad for public use.

The challenges and potential solutions outlined above are for reference and consideration only. BPS is not suggesting that these should be concerns, but just to bring light to issues that may need review when selecting a partner. The City deserves a partner that looks at the entire project.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)




# 7TH STREET NEIGHBORHOOD PARK

## HOLLY HILL, FLORIDA

645-173734A

**PLEASE NOTE:** RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

BLISS PRODUCTS
everything under the sun

play&park structures
A PLAYCORE Company

544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)




# 7TH STREET NEIGHBORHOOD PARK

## HOLLY HILL, FLORIDA

645-173734A

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Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)




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MINER

# 7TH STREET NEIGHBORHOOD PARK

## HOLLY HILL, FLORIDA

645-173734A

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MINER

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Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

MINER.

# 7TH STREET NEIGHBORHOOD PARK

## HOLLY HILL, FLORIDA

645-173734A

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800.727.1907
PLAYANDPARK.COM

7th Street Neighborhood Park
787 Center Ave
Holly Hill, FL 32117

Bliss Products & Services

This play equipment is recommended for children ages:
2-5 or 5-12

Minimum Area Required:
40'-10" x 47'-9"

Scale: 3/16" = 1'-0"
This drawing can be scaled only when in an 11" x 17" format

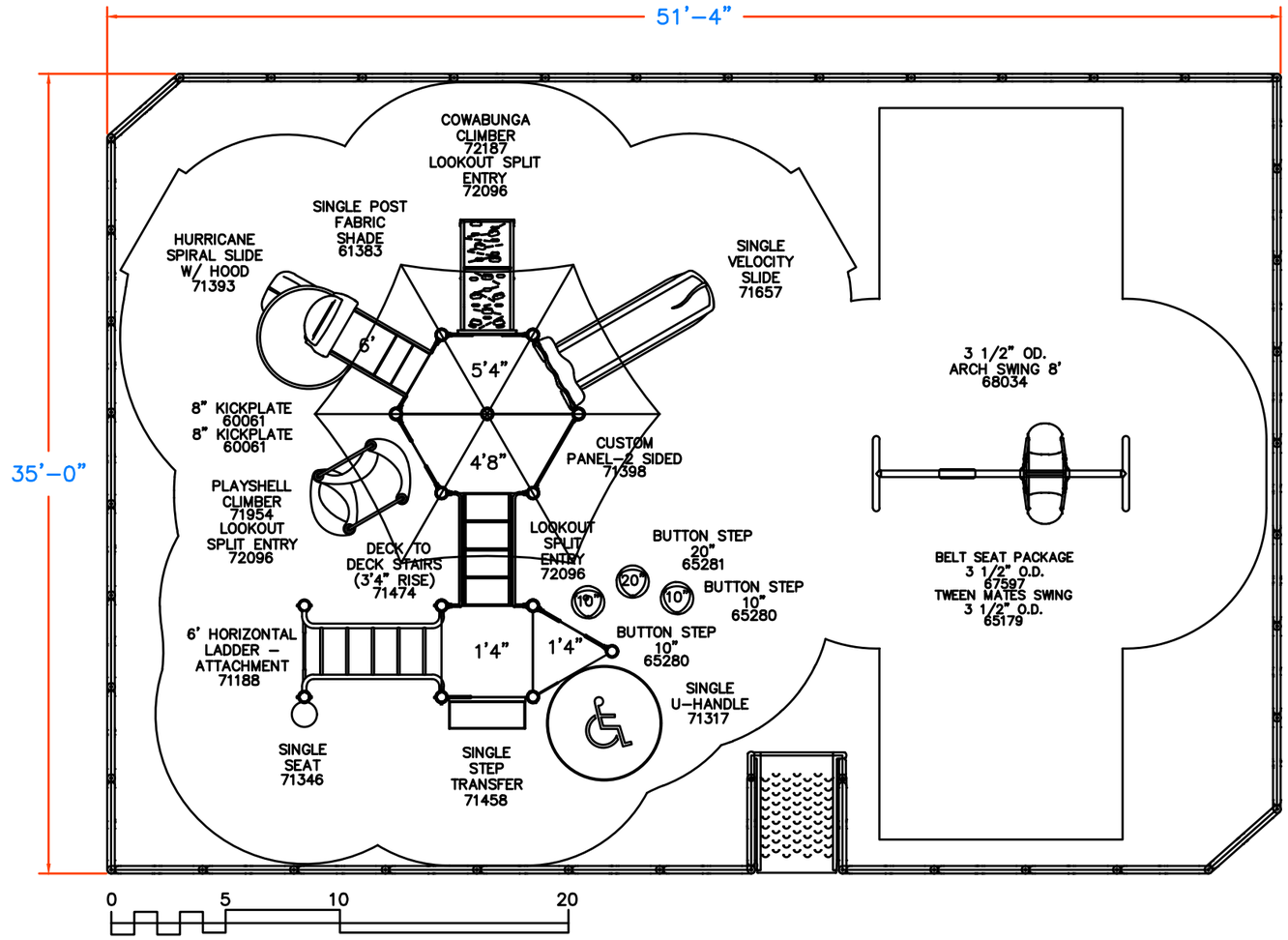
Drawn By:
Chris Yates
Date:
2/25/25
Quote Number:
645-173734A

play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

| | | | | |
|---|---|---|---|---|
| Total Play Components | 12 | | | User Capacity |
| Elevated Play Components | 7 | | | 35-40 |
| Elevated Play Components Accessible by Ramp | 0 | Req. | 0 | Critical Fall Height |
| Elevated Components Accessible by Transfer | 6 | Req. | 4 | 8'-0" |
| Accessible Ground Level Components Shown | 5 | Req. | 2 | |
| Different Types of Ground Level Components | 3 | Req. | 2 | |

SUPERmax PLAY SYSTEMS

ISO 9001 CERTIFIED




It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.
Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.
IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Project Management

## Overview

BPS believes that Project Management consists of four major factors: identifying and managing customer expectations, clear communication, and coordination with all parties, scheduling accurate and attainable milestones, and accountability.

## Expectations

BPS believes in actively listening to the customer to understand the project entirely. These in-depth conversations allow for a design that truly embodies the customers' desires, budgets, and dreams! Honest up-front communication is invaluable to reducing stress, containing costs, avoiding disappointments, and ensuring the final proposal is precisely what the customer envisioned.

The list below, while not all encompassing, highlights some ways expectations are addressed and managed.

- Scope of Work - A detailed scope of work helps each party understand their responsibilities and expected project outcome.
- Completion Time Frame - BPS provides a detailed project schedule based upon projected start and end dates. Documenting milestones, deliveries, and critical path identifiers keeps all parties informed and focused on the ultimate end goal of a new recreation area opening on time and without incident.
- Playground and Splash Pad Design - Our customers deserve a design that is unique, engaging, cost-effective, and compliant. BPS provides a site layout, 3D design, color options, and additional information as required to illustrate the result of the project clearly.

## Communication

Communication of all types is of the utmost importance to the success of any project. While each project is unique and will have its own requirements, the list below embodies some of the many ways BPS uses to communicate each phase of project development.

On Site Meetings

Both pre-bid meetings and site review meetings are geared toward gathering knowledge crucial to the successful design and installation of the area. A site

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Project Management

## Communication cont'd

review can provide information not readily identified on paper (i.e., surrounding neighborhood aesthetics, access/egress requirements, potential utility lines, and overhead obstructions).

Construction meetings, when required by the project or warranted due to size and scope, help to facilitate coordination with other trades, ensuring scheduling milestones are on track and identify any potential issues to be immediately addressed.

BPS requires a final walk through of each job regardless of size and scope. The walk through allows us to interact with the customer and address the work that has been performed. During the walk through, the customer will be provided with any additional items per the contract (i.e., owner's kit, touch up paint, etc.) and will be required to sign off on the area as accepted.

## Scheduling

Effective scheduling is one of the essential tools used to ensure the completion of each project. The parameters of each job dictate the amount of detail required for effective scheduling. Larger projects that span several weeks will require an in-depth look at milestones, interdependencies, resource allocation, simultaneous task completions, and coordination of deliveries to ensure the installation proceeds in the most efficient manner.

## Accountability

While different individuals may be responsible for various aspects of project completion, at all stages our customers can expect their sales and management staff to be available and accountable for each milestone. The information below represents some of the more relevant areas and how they impact overall job satisfaction.

BPS understands that clearly identifying each site's unique characteristics and looking at the broader picture with regards to the site demographics, challenges, aesthetics, etc. helps to recognize and plan for solutions to any potential challenges. Utilities, access points, soil/digging conditions, etc. are easier to manage when they are noted on the front end of any project.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Project Management

## Accountability cont'd

While there is no way to know every nuance of each project, utilizing this in-depth form helps to keep job data consistent and thorough and minimize job site disruption.

- Equipment Ordering and Production - BPS confirms equipment layout, color selection, and scope of work by requiring a final signature/approval on the playground design before placing the order. During production, our playground manufacturer, Play & Park Structures, has a 42-step quality assurance program. This constant quality monitoring and review minimizes downtime in the field due to incorrect or missing parts.
- Installation - By combining the reports and written communication discussed earlier in this section, BPS monitors its installers daily to ensure each job is progressing and on-time. This proactive approach helps us keep constant communication with our customer on job status, completion time, and many other factors. Our installers are required to get a final sign off sheet while still on site and prior to final payment. This again, ensures that any issues identified were dealt with quickly and thoroughly so that the customer can be confident the area is safe, compliant, and ready to be enjoyed before we leave any project.

A successful Project Management Plan helps to successfully manage all four most critical aspects o each project!

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Project Management

## Time

- Inter-dependency Recognition and Management of Tasks
- Allocation of 10% Over Expected Time Frame for Weather
- Local Sales and Installer for Quick Response

## Cost

- Sales, Installation, and Management Review of Solution
- Turn Key Pricing with SOW Acknowledgment

## Quality

- Play & Park's 42 Step Quality Assurance Process
- Punch List for Installation
- All Sites Are Inspected Prior to Commencement of Work

## Safety

- OSHA Certified Team Members
- Job Specific Safety Plan Developed
- 0 Reported Safety Violations or Incidents within the State of F

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Install Timeline

Below is a general outline of a typical playground installation schedule and anticipated time frames for completion of a project this size. We have been very successful in managing the manufacturing and installations of small and large play/recreation projects in the past and will ensure this one will follow suit, with timeline completion and accurate installation. By continuously having open communication, the entire process will be seamless. Timelines are based on estimated completion times, weather permitting. Please note that signed/sealed drawings and permitting timelines are not included.

Our manufacturers, Play & Park Structures, are currently working on a ten-week lead time.

| Week Count | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Receive NTP | | | | | | | | | | | | | |
| Playground Manufacturing | | | | | | | | | | | | | |
| Equipment Shipping | | | | | | | | | | | | | |
| Installation of New Playgrounds and Surfacing | | | | | | | | | | | | | |

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Partnership with Play & Park



Since 1976, Play & Park Structures' (PPS) mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.

PPS has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether the project calls for a traditional playground or a creatively themed play space, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

PPS is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, PPS provides protection and assurance for your playground investment.

With PPS being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square foot facility, PPS is well equipped to handle orders of large or small quantities.

BPS and PPS began their partnership over 14 years ago. We have since formed a great working relationship with PPS, creating open lines of communication between the two companies' internal teams. This direct communication allows us to ensure that the order goes from BPS to PPS without issues.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Standards/Safety

## ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, AL, also referred to as the "Green Certification". ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park controls the impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.

## ISO 9001

An industry certification process issued by International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection, and testing.

## ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed the Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.

## IPEMA

In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a third party certification service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, and 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10, and 11, or both. The use of corresponding logo in Play & Park structures catalog signifies that PPS has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Standards/Safety

## ASTM

ASTM International is an independent and world-renowned developer of technical standards utilized in testing a multitude of products, ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.

## CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Quality

### ADA Approved Holes

All Play & Park STructures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play together.
Transfer platforms feature large holes for gripping assistance when accessing structures.



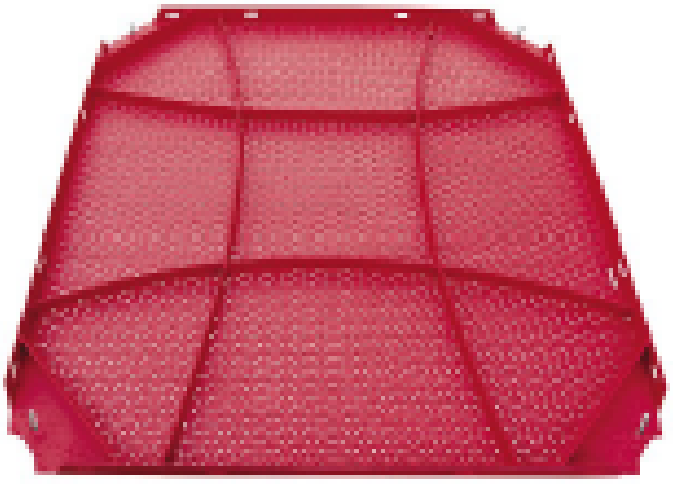
### Our Plastics

The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness.
There are multiple color choices available for natural and modern settings.



### Decks and Hardware

- Innovative curved bracing on each deck assures durable and sturdy decks.
- Plastisol and thermoplastic options are available for decks
- Tamper resistant hardware aids in the prevention of corrosion and helps reduce vandalism.



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Color Palettes

BLISS PRODUCTS
everything under the sun



## Hummingbird Color Palette

| | |
|---|---|
| Red – Roto Plastic 1 | Brown – Decks |
| Azure – Roto Roof | Brown – 1-color HDPE |
| Azure – Tube / Tunnel | Red / White – 2-color HDPE |
| Ocean – Uprights | Cayenne – Shade |
| Yellow – Metal Accents | Deep Granite – Roto Attachment |



## Nation's Best Color Palette

| | |
|---|---|
| Red – Roto Plastic 1 | Blue – Decks |
| Blue – Roto Roof | Red – 1-color HDPE |
| Blue – Tube / Tunnel | Red / White – 2-color HDPE |
| White – Uprights | Navy Blue – Shade |
| Blue – Metal Accents | Blue – Roto Attachment |



## Unity Color Palette

| | |
|---|---|
| Yellow – Roto Plastic 1 | Blue – Decks |
| Blue – Roto Roof | Yellow – 1-color HDPE |
| Blue – Tube / Tunnel | Blue / White – 2-color HDPE |
| Red – Uprights | Navy Blue – Shade |
| Yellow – Metal Accents | Blue – Roto Attachment |



## Caterpillar Color Palette

| | |
|---|---|
| Red – Roto Plastic 1 | Blue – Decks |
| Yellow – Roto Roof | Red – 1-color HDPE |
| Yellow – Tube / Tunnel | Spring Grn / White – 2-color HDPE |
| Sky Blue – Uprights | True Blue – Shade |
| Spring Green – Metal Accents | Yellow – Roto Attachment |

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Color Palettes

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## Spring Color Palette

- Yellow — Roto Plastic 1
- Blue — Roto Roof
- Orange — Tube / Tunnel
- Metallic — Uprights
- Orange — Metal Accents
- Blue — Decks
- spring Green — 1-color HDPE
- Spring Grn / White — 2-color HDPE
- True Blue — Shade
- Spring green — Roto Attachment



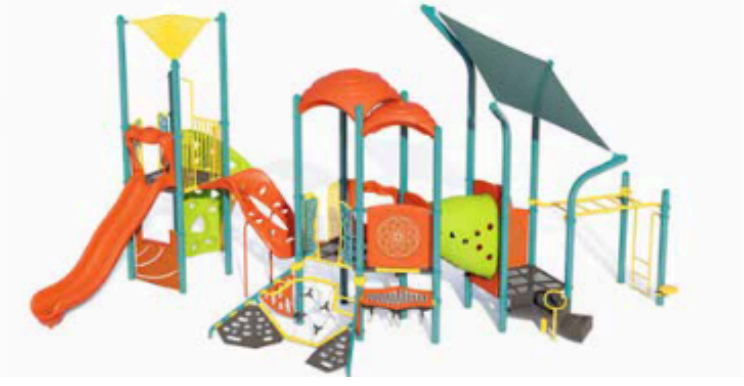
## Ginger Snap Color Palette

- Orange — Roto Plastic 1
- Sky Blue — Roto Roof
- Sky Blue — Tube / Tunnel
- Champagne — Uprights
- Orange — Metal Accents
- Gray — Decks
- Blue — 1-color HDPE
- Sky Blue / White — 2-color HDPE
- Silver — Shade
- Sky Blue — Roto Attachment



## Captivate Color Palette

- Gray — Roto Plastic 1
- Orange — Roto Roof
- Chartreuse — Tube / Tunnel
- Bronze — Uprights
- Bronze — Metal Accents
- Gray — Decks
- Orange — 1-color HDPE
- Gray / Black — 2-color HDPE
- Charcoal — Shade
- Orange — Roto Attachment



## Honeydew Color Palette

- Orange — Roto Plastic 1
- Orange — Roto Roof
- Chartreuse — Tube / Tunnel
- Ocean — Uprights
- Butterscotch — Metal Accents
- Gray — Decks
- Orange — 1-color HDPE
- Orange / White — 2-color HDPE
- Dove Blue — Shade
- Chartreuse — Roto Attachment

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Color Palettes



## Coral Reef Color Palette

- Chartreuse — Roto Plastic 1
- Orange — Roto Roof
- Azure — Tube / Tunnel
- Metallic — Uprights
- Orange — Metal Accents
- Gray — Decks
- Orange — 1-color HDPE
- Orange / White — 2-color HDPE
- Dove Blue — Shade
- Azure — Roto Attachment



## Fantasy Color Palette

- Royal Purple — Roto Plastic 1
- Chartreuse — Roto Roof
- Chartreuse — Tube / Tunnel
- Starlight Black — Uprights
- Ice Mint — Metal Accents
- Blue — Decks
- Purple — 1-color HDPE
- Azure / White — 2-color HDPE
- Dove Blue — Shade
- Azure — Roto Attachment



## Laser Color Palette

- Sky Blue — Roto Plastic 1
- Blue — Roto Roof
- Chartreuse — Tube / Tunnel
- Metallic — Uprights
- Sea Mist — Metal Accents
- Blue — Decks
- Blue — 1-color HDPE
- Blue / White — 2-color HDPE
- Navy Blue — Shade
- Chartreuse — Roto Attachment



## Waterfall Color Palette

- Sky Blue — Roto Plastic 1
- Blue — Roto Roof
- Blue — Tube / Tunnel
- Spring Green — Uprights
- Spring Green — Metal Accents
- Blue — Decks
- Blue — 1-color HDPE
- Sky Blue / White — 2-color HDPE
- Navy Blue — Shade
- Blue — Roto Attachment

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Color Palettes



## Secret Cove Color Palette

| | |
|---|---|
| Sky Blue Roto Plastic 1 | Gray Decks |
| Blue Roto Roof | Blue 1-color HDPE |
| Blue Tube / Tunnel | Blue / White 2-color HDPE |
| Champagne Uprights | Navy Blue Shade |
| Chartreuse Metal Accents | Blue Roto Attachment |



## Rainwater Color Palette

| | |
|---|---|
| Blue Roto Plastic 1 | Gray Decks |
| Blue Roto Roof | Blue 1-color HDPE |
| Gray Tube / Tunnel | Gray / Black 2-color HDPE |
| Azure Uprights | Navy Blue Shade |
| Blue Metal Accents | Gray Roto Attachment |



## Recharge Color Palette

| | |
|---|---|
| Azure Roto Plastic 1 | Gray Decks |
| Azure Roto Roof | Blue 1-color HDPE |
| Chartreuse Tube / Tunnel | Blue / White 2-color HDPE |
| Blue Uprights | Navy Blue Shade |
| Chartreuse Metal Accents | Chartreuse Roto Attachment |



## Limestone Color Palette

| | |
|---|---|
| Chartreuse Roto Plastic 1 | Gray Decks |
| Chartreuse Roto Roof | Gray 1-color HDPE |
| Gray Tube / Tunnel | Azure / White 2-color HDPE |
| Bronze Uprights | Silver Shade |
| Azure Metal Accents | Gray Roto Attachment |

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Color Palettes

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## Mineral Color Palette

- Brown — Roto Plastic 1
- Beige — Roto Roof
- Beige — Tube / Tunnel
- Ocean — Uprights
- Sea mist — Metal Accents
- Brown — Decks
- Azure — 1-color HDPE
- Brown / White — 2-color HDPE
- Dove Blue — Shade
- Sandstone — Roto Attachment



## On the Rocks Color Palette

- Gray — Roto Plastic 1
- Gray — Roto Roof
- Brown — Tube / Tunnel
- Ocean — Uprights
- Ice Mint — Metal Accents
- Brown — Decks
- Brown — 1-color HDPE
- Brown / White — 2-color HDPE
- Silver — Shade
- Brown — Roto Attachment



## Petal Color Palette

- Periwinkle — Roto Plastic 1
- Azure — Roto Roof
- Azure — Tube / Tunnel
- Sea Mist — Uprights
- Ice Mist — Metal Accents
- Gray — Decks
- Sky Blue — 1-color HDPE
- Gray / Black — 2-color HDPE
- Silver — Shade
- Sky Blue — Roto Attachment



## Peacock Color Palette

- Periwinkle — Roto Plastic 1
- Royal Purple — Roto Roof
- Royal Purple — Tube / Tunnel
- Periwinkle — Uprights
- Spring Green — Metal Accents
- Blue — Decks
- Spring Green — 1-color HDPE
- Spring Grn / White — 2-color HDPE
- Lime — Shade
- Royal Purple — Roto Attachment

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Color Palettes

BLISS PRODUCTS
everything under the sun



## Oceanside Color Palette

- Sky Blue — Roto Plastic 1
- Royal Purple — Roto Roof
- Royal Purple — Tube / Tunnel
- Sea Mist — Uprights
- Sea Mist — Metal Accents
- Brown — Decks
- Sky Blue — 1-color HDPE
- Sky Blue / White — 2-color HDPE
- True Blue — Shade
- Royal Purple — Roto Attachment



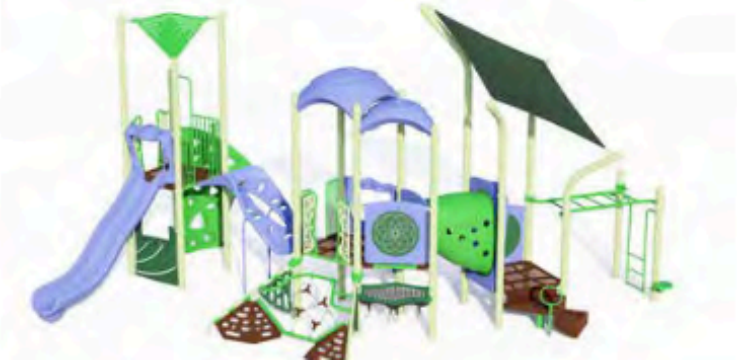
## Clear Sky Color Palette

- Blue — Roto Plastic 1
- Gray — Roto Roof
- Gray — Tube / Tunnel
- Sky Blue — Uprights
- Orange — Metal Accents
- Gray — Decks
- Gray — 1-color HDPE
- Gray / Black — 2-color HDPE
- Silver — Shade
- Gray — Roto Attachment



## Courtyard Color Palette

- Burgundy — Roto Plastic 1
- Green — Roto Roof
- Green — Tube / Tunnel
- Sage — Uprights
- Bronze — Metal Accents
- Brown — Decks
- Green — 1-color HDPE
- Brown / White — 2-color HDPE
- Forrest Green — Shade
- Green — Roto Attachment



## Fresco Color Palette

- Periwinkle — Roto Plastic 1
- Periwinkle — Roto Roof
- Spring Green — Tube / Tunnel
- Ice Mint — Uprights
- Spring Green — Metal Accents
- Brown — Decks
- Green — 1-color HDPE
- Green / White — 2-color HDPE
- Forrest Green — Shade
- Spring Green — Roto Attachment

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Certified Installer

BLISS PRODUCTS
everything under the sun

play&park structures
A PLAYCORE Company

## CERTIFICATE OF ACHIEVEMENT

*THIS CERTIFICATE IS PROUDLY PRESENTED TO*

Bliss Products and Services, Inc.

**Has successfully completed a course in techniques and procedures required for proper installation of Play and Park Structures playground Equipment**

In recognition of the successful completion of this training and in acknowledgement for a certified installer, **Bliss Products and Services, Inc.** is hereby designated

**OFFICIAL CERTIFIED INSTALLER**

By receipt of this designation, **Bliss Products and Services, Inc.** agrees to install Play and Park Structures playground equipment in accordance with Play and Park Structures specifications and installation instructions

This Designation is effective from **February 24, 2023** to **February 23, 2025**
In witness whereof, we have affixed our signature this **24th** day of February 2023

Play and Park Structures
CERTIFIED
Professional Installer

Mike McWilliams
Mike McWilliams
*Vice President of Customer Service*

Spencer Cheak
Spencer Cheak
*Group President*

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Play & Park's Warranty

BLISS PRODUCTS
everything under the sun

play&park structures
A PLAYCORE Company

544 Chestnut Street
Chattanooga, TN 37402
Phone: 888-404-5737
Email: customerservice@playandpark.com

## Play & Park Structures Warranties

Play & Park Structures provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, Play & Park Structures offers:

### Limited Lifetime Warranty* on:
- Supermax, Duramax, totMax, Boulderscapes, Skyline, and Horizons uprights
- Hardware

### 20 Year Limited Warranty on:
- Recycled Plastic Lumber

### 15 Year Limited Warranty on:
- Rotationally molded products
- Metal decks, pipes, rings, rails and loops

### 10 Year Limited Warranty on:
- Redwood and pressure treated wood
- Integrated shade products
- Site furnishings
- Fiberglass signs

### 5 Year Warranty on:
- Swing Seats
- Nylon-covered cable net climbers and components
- HDPE Panels

### 3 Year Warranty on:
- "C" Springs for spring bouncers

### 1 Year Warranty on:
- All other Play & Park Structures products including moving parts
- Nylon rope products
- HDPE components
- Powder coated parts

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with Play & Park Structures instructions and use approved parts

At Play & Park Structures, we stand behind our product and are committed to the highest level of customer satisfaction.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose; that the Product and all parts will be free from defects in material and manufacturing workmanship.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 30 00**
**PROPOSAL**

**FOR**

**CITY OF HOLLY HILL**

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

**BID NO. 25-BG-10**

**(To be completed in Duplicate)**

Bidder's Name: Bliss Products and Services, Inc.

Submitted: FEB 7, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

one hundred one thousand one hundred sixty six dollars and zero cent.
(In Words)

Dollars $ 101,166.00 (In Figures)

**COMPLETION TIME OF CONTRACT**

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

## REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## ACKNOWLEDGMENT OF ADDENDA

**Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project.** Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the _____Bank of
Not Applicable or Bid Bond for the sum of
_____Dollars (_____),

made payable to _____(Owner).

Bliss Products and Services Inc
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

Bliss Products and Services, Inc.
Name of Bidder

16931 S. Sweetwater Rd.
Address

Lithia Springs, GA 30122
City/State/Zip

800-248-2547
Telephone

CGC1516244
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Gregg Bliss

END OF SECTION



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.
Bliss Products and Services, Inc.

B. Permanent main office address.
6831 S. Sweetwater Rd. Lithia Springs, GA 30122

C. When organized.
April 1984

D. If a corporation, where incorporated.
Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 40

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) see enclosed

G. General character of work performed by your company.
Playground and recreation equipment

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?
NO

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None

I. Have you ever defaulted on a contract? If so, where and why?
NO

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. see enclosed

K. List your major equipment N/A.

L. Experience in construction work similar in type to this project. see enclosed

M. Background and experience of the principal members of your organization, including the officers. see enclosed "Meet your Team"

N. Credit available: $ 350,000.00



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: Synovus 888-796-6387

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 7 day of FEB, 2025.

Bliss Products and Services, Inc.
Name of Bidder
By: _____
Title President

State of Georgia

County of Douglas

Gregg Bliss being duly sworn deposes and says that he is the President of Bliss Products and Services, Inc. and that the answers to the Bliss Products and Services, Inc. foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7 day of FEB, 2025.

_____
Notary Public

Donna Moore
Notary Public (Print or Type) My commission expires: 3/29/26

DONNA MOORE NOTARY PUBLIC DOUGLAS COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 29, 2026



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 00
## LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

| SUBCONTRACTOR | COMPANY NAME | REFERENCES |
|---|---|---|
| Installation of equipment | Complete Construction | 1) Alachua County<br>2) Leon County<br>3) City of Boca Raton |
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |

END OF SECTION



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 10
## LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

| NO. | PROJECT | OWNER | DESCRIPTION/COST | REFERENCE | DATE WORK STARTED & FINISHED MM/YR TO MM/YR |
|---|---|---|---|---|---|
| 1 | Multiple Shades & Playgrounds | Pinellas County Schools | We have completed multiple shades and playgrounds | Tony Knipp 727-638-3146 | Customer since 2018 |
| 2 | Multiple | Polk County | We have completed multiple pavilion projects. | Tracy Mullins 863-609-3545 | Customer since 2020 |
| 3 | Riverfront Veterans Memorial Park | City of South Daytona | playground with turf | Amy Zengotita 386-322-3010 | 2021 |

END OF SECTION



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 47 00**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 25-BG-10 for Bliss Products and Services, Inc..

This sworn statement is submitted by Bliss Products and Services, Inc. whose business address is 6831 S. Sweetwater Rd. Lithia Springs, GA and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2413631. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Gregg Bliss any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

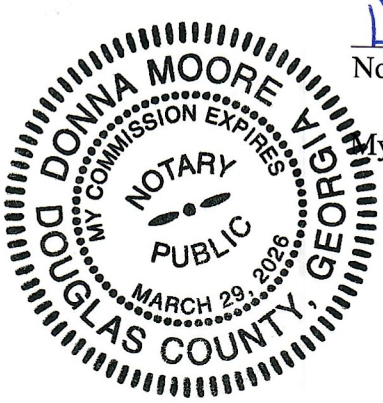
____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

(Signature) _____ Date: 2/7/2025

State of Georgia County of Douglas

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Gregg Bliss who, after first being sworn by me, affixed her/his signature in the space provided above on this 7 day of FEB, 2025




_____
Notary Public

My Commission Expires: 3/29/26



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 00
## ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Bliss Products and Services, Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 6831 S. Sweetwater Rd.

CITY AND STATE: Lithia Springs, GA 30122

TELEPHONE: 800-248-2547

COMPLETION TIME: 90-150 days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 50
# DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 60

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

### Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Bliss Products and Services, Inc.

Authorized representative (printed): Gregg Bliss

Authorized representative (signature): Gregg Bliss

Date: 2/7/2025

END OF SECTION



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Bliss Products and Services, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
6831 S. Sweetwater Rd.

Requester's name and address (optional)

City, state, and ZIP code
Lithia Springs, GA 30122

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

**or**

**Employer identification number**
59 2413631

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Kristen Greene Date ▶ 2/7/2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



END OF SECTION

00 48 70 – 1

SECTION 00 48 80

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Bliss Products and Services, Inc.

Consultant/Contractor Name and Address

Signature

Gregg Bliss, President

Name and Title

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

**Project Name:** ~~BHS~~ 7th Street Neighborhood Park Bid # 25-BG-10

| Amount of Contract or Subcontract 7a. | Type of Trade Code (See below) 7b. | Contractor or Subcontractor Business Racial/Ethnic (See below) 7c. | Woman Owned Business (Yes or No) 7d. | Prime Contractor Identification Number (IRS/FEIN) 7e. | Subcontractor Identification Number (IRS/FEIN) 7f. | Contractor/Subcontractor Business Name and Address 7g. | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Business Name | Street | City | State | Zip |
| | | | | | | | | | | |
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Name/Title: Gregg Bliss, President

Signature: Gregg Bliss

Date: 2/7/2025

**7b: Type of Trade Codes: CPD**

1 = New Construction
2 = Education/Training
3 = Other

**7c: Racial/ Ethnic Codes**

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian Pacific American

Volusia County
FLORIDA

**County of Volusia**
**Community Assistance**
**121 W. Rich Avenue**
**DeLand, FL 32720**

EQUAL HOUSING OPPORTUNITY

## Section 3 Business Concern Certification

**This document must be completed and returned from the primary bidder with their bid submission.** Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: 7TH Street Neighborhood Park
Agency Name: Bliss Products and Services, Inc
Contact person: Kristen George Title: Bid Manager
Address of business: 6831 S. Sweetwater Rd. Lithia Springs, GA 30122
Telephone number: 800-248-2547 Fax number: 866-920-1915
E-mail address: info@blissproducts.com
Federal Employer Identification Number/SSN: 59-2413031

1. Type of business:
*(Check one)* ☑ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☑ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☑ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

- ☐ 51% or more of the business is owned and controlled by low- or very low-income persons

  **2024 AMI →** Maximum annual gross income for very low-income individual: $29,000
  Maximum annual gross income for low-income individual: $46,400

- ☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

- ☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: Gregg Bliss
Signature: Gregg Bliss
Date: 2/7/2025
Title: President

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

## Section 3 Project Workforce

Project Name: 7th St. Neighborhood Park

Agency Name: Bliss Products and Services, Inc.

**This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.**

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

| Employee Name | ID # | Hire Date | Wage Classification | Phone Number | Residential Address | Claiming Section 3 status? |
|---|---|---|---|---|---|---|
| | | | | | | |
| NOT APPLICABLE | | | | | | |
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**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

**County of Volusia**
**Community Assistance**
**121 W. Rich Avenue**
**DeLand, FL 32720**

EQUAL HOUSING OPPORTUNITY

## Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

# Build America, Buy America (BABA) Information

**What is Build America, Buy America (BABA)?**

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the "Buy America Preference (BAP)".

**When does BABA apply to projects?**

The Build America, Buy America Act (BABA) applies to all federally funded infrastructure projects. The Community Development Block Grant (CDBG) is a federal funding source and BABA would apply for all infrastructure project funded with CDBG. If additional funding sources are being used, the entire project must meet BABA requirements if any federal funding source is being utilized.

**What is considered an infrastructure project?**

The following are considered infrastructure projects according to BABA:

- Rehabilitation, maintenance, and reconstruction of buildings and real property, including housing
- Construction and repair of public facilities and improvements, such as water, sewer, or other utilities, parks, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure

**Do all materials have to be manufactured in the United States?**

The U.S. Department of Housing and Urban Development (HUD) is requiring that BABA be met in phases to assist with the current transition. The phases are based on the year the funds were obligated. If you are unsure which fiscal year the funds were obligated for your project, reach out to the city you were awarded by or CDBG@volusia.org.

| Obligated Fiscal Year | Materials that must follow BABA |
|---|---|
| FY 2023/24 | • Iron<br>• Steel |
| FY 2024/25 | • Non-ferrous metals<br>• Lumber<br>• Plastic- and polymer-based composite building materials, pipes, and tubes |
| FY 2025/26 | • All other plastic- and polymer-based products<br>• Glass<br>• Fiber optic cable<br>• Optical fiber<br>• Engineered wood<br>• Drywall |

**What information is required for BABA reporting?**

For Community Development funded infrastructure projects, the following is required:

- BABA Certification form
- Supporting documentation to show that all required materials were produced in the United States
  - Invoices, receipts, etc.

The form to be completed by the contractor is subject to change as additional information is provided by HUD.



Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

## Build America, Buy America (BABA) Pre-Certification

**This document must be completed and returned from the primary contactor following the pre-construction meeting before work begins.** An additional certification must be submitted once work has been completed before final payment will be dispersed. This document may be required from all sub-contractors as well.

Project Name: 7th St. Neighborhood Park

Agency Name: Bliss Products and Services, Inc.

| Material | Will this material be purchased for the project? | Will the purchased material be produced in the United States? | Manufacturers *(List all planned to utilize)* |
|---|---|---|---|
| Iron | ☐ Yes ☑ No | ☐ Yes ☐ No | |
| Steel | ☐ Yes ☑ No | ☐ Yes ☐ No | |
| Non-ferrous metals | ☑ Yes ☐ No | ☑ Yes ☐ No | Play & Park Structures |
| Lumber | ☐ Yes ☑ No | ☐ Yes ☐ No | |
| Plastic- and polymer-based composite building materials, pipes, and tubes | ☐ Yes ☑ No | ☐ Yes ☐ No | |
| All other plastic- and polymer-based products | ☑ Yes ☐ No | ☐ Yes ☐ No | Action Play Systems |
| Glass | ☐ Yes ☑ No | ☐ Yes ☐ No | |
| Fiber optic cable | ☐ Yes ☑ No | ☐ Yes ☐ No | |
| Optical fiber | ☐ Yes ☑ No | ☐ Yes ☐ No | |
| Engineered wood | ☑ Yes ☐ No | ☐ Yes ☐ No | Cowart |
| Drywall | ☐ Yes ☑ No | ☐ Yes ☐ No | |

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: Gregg Bliss

Signature: [signature]

Title: President

Date: 2/7/2025

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit L - Bliss Products Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Bid Cover Sheet

## ITB NO. 25-BG-10 7th Street Neighborhood Park Playground - CDBG

JAMMIN PLAYGROUNDS, INC

4103 BOB WHITE CT. SAINT CLOUD, FL 34772

MAILING ADDRESS: 4417 13TH ST. PMB 143, SAINT CLOUD, FL 34769

321-624-8376

SANDRA@JAMNPLAY.COM OR ADMIN@JAMNPLAY.COM

CONTACT: SANDRA SCHNEIDER 321-624-8376

SANDRA@JAMNPLAY.COM

4103 BOB WHITE CT. SAINT CLOUD, FL 34772

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# TABLE OF CONTENTS
# CITY OF HOLLY HILL

## 7th STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

## BID NO. 25-BG-10


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| 00 02 00 | Invitation to Bid |
| 00 10 00 | Instruction to Bidders |
| 00 30 00 | Proposal |
| 00 31 00 | Schedule of Unit Prices |
| 00 32 00 | Statement of Bidder's Qualifications |
| 00 33 00 | Listing of Subcontractors |
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| 00 47 00 | Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes |
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Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 30 00
# PROPOSAL

## FOR

## CITY OF HOLLY HILL

## 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

## BID NO. 25-BG-10

**(To be completed in Duplicate)**

Bidder's Name: Jammin Playgrounds, Inc

Submitted: 2/11, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Eighty Seven Thousand Two Hundred Seventy One Dollars and 26 cents
(In Words)

Dollars $ 87,271.26 (In Figures)

**COMPLETION TIME OF CONTRACT**

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# QUOTE

City of Holly Hill

**Date**
11 Feb 2025

**Expiry**
13 Mar 2025

**Quote Number**
QU-4191

**Reference**
City of Holly Hill - 7th St. Neighborhood Park Playground - Bid# 25-BG-10 - Option 1

Jammin Playgrounds Inc.
4417 13th st PMB 143
ST.CLOUD FL 34769
UNITED STATES

## City of Holly Hill - 787 Center Ave #701, Holly Hill, FL 32117

*TAX EXEMPTION CERTIFICATE NEEDS TO BE PROVIDED PRIOR TO ACCEPTING QUOTE.
Easy access. No Water & Electric available. Permitted project.
Jammin is not responsible for any damage to concrete sidewalks, irrigation, landscaping, sod, etc. No bathrooms available for workers.

*Waste Pro Dumpster for dumpster rental only

| Description | Quantity | Unit Price | Discount | Tax | Amount USD |
|---|---|---|---|---|---|
| Permit price STARTS at $2,000 PLUS the actual permit cost. Price will be adjusted on final invoice. Customer is responsible for providing all required documents for permitting. City/County building departments may require a recent survey versus a site plan. This will be the sole responsibility of the customer to retrieve those documents for Jammin to start the permit process. | 1.00 | 2,000.00 | | Tax on Sales | 2,000.00 |
| Davis Bacon<br>**DISCOUNTED FOR CITY BID | 1.00 | 1,000.00 | 100.00% | | 0.00 |
| Engineered drawings required for permitting. | 1.00 | 1,250.00 | | Tax on Sales | 1,250.00 |
| MISC - Water & Electric hookups. | 1.00 | 350.00 | | Tax on Sales | 350.00 |
| Supply & Delivery of Gametime Quilcene Playground.<br>Colors: TBD<br>5% Discount added | 1.00 | 53,142.90 | 5.00% | Tax on Sales | 50,485.76 |



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

| Description | Quantity | Unit Price | Discount | Tax | Amount USD |
|---|---|---|---|---|---|
| Freight for Playground. | 1.00 | 3,250.00 | | Tax on Sales | 3,250.00 |
| Installation of new playground equipment "Quilcene" to spec. | 1.00 | 18,600.00 | | Tax on Sales | 18,600.00 |
| Supply & Delivery of (38) 12" Borders & (1) ADA Half ramp.<br>12" Borders $35/each<br>ADA Half Ramp $475/each | 1.00 | 1,805.00 | | Tax on Sales | 1,805.00 |
| Freight for Borders | 1.00 | 975.00 | | Tax on Sales | 975.00 |
| Installation of (38) 12" borders & 1 ADA half ramp to spec. (ADA ramp has been added as an additional 2 borders for pricing).<br>42'x35' | 40.00 | 15.00 | | Tax on Sales | 600.00 |
| Supply, Delivery & Installation of Filter Fabric, prior to mulch install, to help prevent weed/grass growth throughout new area. Approximately 1,554 sqft<br>42'x35' | 1470.00 | 0.65 | | Tax on Sales | 955.50 |
| Supply, Delivery & Installation of wood mulch @ 12" depth for playground area. Approximately 55 cubic yards.<br>42'x35' | 55.00 | 80.00 | | Tax on Sales | 4,400.00 |
| Receiving equipment, Storage @ Jammin's shop until job is ready & Delivery to job site for installation.<br><br>*STORAGE PRICE IS BASED ON PROJECT BEING READY FOR INSTALLATION WITHIN 2-3 WEEKS OF RECEIVING THE EQUIPMENT. IF ANY DELAYS IN INSTALLATION OCCUR AFTER RECEIVING EQUIPMENT (DUE TO CUSTOMER), ADDITIONAL STORAGE FEES @ $50 PER WEEK WILL BE ADDED TO THE FINAL INVOICE. | 1.00 | 200.00 | | Tax on Sales | 200.00 |
| Machine Rental | 1.00 | 1,250.00 | | Tax on Sales | 1,250.00 |
| Dumpster Rental | 1.00 | 1,150.00 | | Tax on Sales | 1,150.00 |
| | | | | Subtotal (includes a discount of 3,657.14) | 87,271.26 |
| | | | | TOTAL TAX | 0.00 |
| | | | | **TOTAL USD** | **87,271.26** |



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## Terms

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.
Permit price STARTS at $1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.
If Jammin quotes have expired prior to a PO being issued, prices may need to be adjusted to reflect any price increases from manufacturers and/or freight companies. If any additional permits, such as LDO's or Zoning clearance, are required for building permits to be issued, additional charges may apply. Permit paperwork needs to be filled out & returned to Jammin Playgrounds as quickly as possible Any delays in returning permit documents may result in price increases. Time is of the essence with any permitting documents needed for submittal.
Exclusions: Excavation, irrigation, sod damage/replacement, concrete sidewalks, underground pipes, etc. Any unforeseen hazards or issues that arise upon arrival to the job site will result in a change order.
Any items not listed herein will NOT be covered.
If customer assumes excavation responsibility for any surfacing project, the warranty for said surfacing will be automatically voided, since Jammin cannot ensure the excavation was done properly to eliminate all grass/weed roots that may grow in the future.
Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.
Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.
Customer is responsible for providing site plan and/or recent survey if permitting requires. Some additional charges may be added if permitting office requires architect drawings to show setbacks. Customer is also responsible for any CAD drawings that are requested for permitting.
*IF YOU WOULD LIKE TO ACCEPT THIS QUOTE, PLEASE SIGN AND RETURN TO Sandra@JamNPlay.com. A 50% DEPOSIT WILL BE REQUIRED PRIOR TO ANY EQUIPMENT BEING PURCHASED BY JAMMIN PLAYGROUNDS (UNLESS OTHERWISE STATED).
*Any cancellations for approved projects may result in restocking fees and/or additional charges for items already purchased.
In the unlikely event that Jammin Playgrounds is required to file a civil action or institute any collection effects against a customer, custome agrees to pay any and all cost, fees, expenses and attorney fees incurred by Jammin Playgrounds regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature:_____

Title:_____

Date:_____



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 30 00
# PROPOSAL

## FOR

## CITY OF HOLLY HILL

## 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

## BID NO. 25-BG-10

**(To be completed in Duplicate)**

Bidder's Name: Jammin Playgrounds, Inc

Submitted: 2/11, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Eighty Four Thousand Three Hundred Seventy Two and 88 cents
(In Words)

Dollars $84,372.88 (In Figures)

**COMPLETION TIME OF CONTRACT**

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# QUOTE

City of Holly Hill

**Date**
11 Feb 2025

**Expiry**
13 Mar 2025

**Quote Number**
QU-4199

**Reference**
City of Holly Hill - 7th St. Neighborhood Park Playground - Bid# 25-BG-10 - Option 2

Jammin Playgrounds Inc.
4417 13th st PMB 143
ST.CLOUD FL 34769
UNITED STATES

## City of Holly Hill - 787 Center Ave #701, Holly Hill, FL 32117

*TAX EXEMPTION CERTIFICATE NEEDS TO BE PROVIDED PRIOR TO ACCEPTING QUOTE.
Easy access. No Water & Electric available. Permitted project.
Jammin is not responsible for any damage to concrete sidewalks, irrigation, landscaping, sod, etc. No bathrooms available for workers.

*Waste Pro Dumpster for dumpster rental only

| Description | Quantity | Unit Price | Discount | Tax | Amount USD |
|---|---|---|---|---|---|
| Permit price STARTS at $2,000 PLUS the actual permit cost. Price will be adjusted on final invoice. Customer is responsible for providing all required documents for permitting. City/County building departments may require a recent survey versus a site plan. This will be the sole responsibility of the customer to retrieve those documents for Jammin to start the permit process. | 1.00 | 2,000.00 | | Tax on Sales | 2,000.00 |
| Davis Bacon<br>**DISCOUNTED FOR CITY BID | 1.00 | 1,000.00 | 100.00% | | 0.00 |
| Engineered drawings required for permitting. | 1.00 | 1,250.00 | | Tax on Sales | 1,250.00 |
| MISC - Water & Electric hookups. | 1.00 | 350.00 | | Tax on Sales | 350.00 |
| Supply & Delivery of Gametime Martingale Playground with integrated shade.<br>Colors: TBD<br>5% Discount added | 1.00 | 51,644.08 | 5.00% | Tax on Sales | 49,061.88 |



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

| Description | Quantity | Unit Price | Discount | Tax | Amount USD |
|---|---|---|---|---|---|
| Freight for Playground. | 1.00 | 3,650.00 | | Tax on Sales | 3,650.00 |
| Installation of new playground equipment "Martingale" with integrated shade to spec. | 1.00 | 18,100.00 | | Tax on Sales | 18,100.00 |
| Supply & Delivery of (34) 12" Borders & (1) ADA Half ramp.<br>12" Borders $35/each<br>ADA Half Ramp $475/each | 1.00 | 1,665.00 | | Tax on Sales | 1,665.00 |
| Freight for Borders | 1.00 | 975.00 | | Tax on Sales | 975.00 |
| Installation of (34) 12" borders & 1 ADA half ramp to spec. (ADA ramp has been added as an additional 2 borders for pricing).<br>38'x30' | 36.00 | 15.00 | | Tax on Sales | 540.00 |
| Supply, Delivery & Installation of Filter Fabric, prior to mulch install, to help prevent weed/grass growth throughout new area. Approximately 1,140 sqft<br>38'x30' | 1140.00 | 0.65 | | Tax on Sales | 741.00 |
| Supply, Delivery & Installation of wood mulch @ 12" depth for playground area. Approximately 43 cubic yards.<br>38'x30' | 43.00 | 80.00 | | Tax on Sales | 3,440.00 |
| Receiving equipment, Storage @ Jammin's shop until job is ready & Delivery to job site for installation.<br><br>*STORAGE PRICE IS BASED ON PROJECT BEING READY FOR INSTALLATION WITHIN 2-3 WEEKS OF RECEIVING THE EQUIPMENT. IF ANY DELAYS IN INSTALLATION OCCUR AFTER RECEIVING EQUIPMENT (DUE TO CUSTOMER), ADDITIONAL STORAGE FEES @ $50 PER WEEK WILL BE ADDED TO THE FINAL INVOICE. | 1.00 | 200.00 | | Tax on Sales | 200.00 |
| Machine Rental | 1.00 | 1,250.00 | | Tax on Sales | 1,250.00 |
| Dumpster Rental | 1.00 | 1,150.00 | | Tax on Sales | 1,150.00 |
| | | | | Subtotal (includes a discount of 3,582.20) | 84,372.88 |
| | | | | TOTAL TAX | 0.00 |
| | | | | **TOTAL USD** | **84,372.88** |



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## Terms

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.
Permit price STARTS at $1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.
If Jammin quotes have expired prior to a PO being issued, prices may need to be adjusted to reflect any price increases from manufacturers and/or freight companies. If any additional permits, such as LDO's or Zoning clearance, are required for building permits to be issued, additional charges may apply. Permit paperwork needs to be filled out & returned to Jammin Playgrounds as quickly as possible Any delays in returning permit documents may result in price increases. Time is of the essence with any permitting documents needed for submittal.
Exclusions: Excavation, irrigation, sod damage/replacement, concrete sidewalks, underground pipes, etc. Any unforeseen hazards or issues that arise upon arrival to the job site will result in a change order.
Any items not listed herein will NOT be covered.
If customer assumes excavation responsibility for any surfacing project, the warranty for said surfacing will be automatically voided, since Jammin cannot ensure the excavation was done properly to eliminate all grass/weed roots that may grow in the future.
Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.
Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.
Customer is responsible for providing site plan and/or recent survey if permitting requires. Some additional charges may be added if permitting office requires architect drawings to show setbacks. Customer is also responsible for any CAD drawings that are requested for permitting.
*IF YOU WOULD LIKE TO ACCEPT THIS QUOTE, PLEASE SIGN AND RETURN TO Sandra@JamNPlay.com. A 50% DEPOSIT WILL BE REQUIRED PRIOR TO ANY EQUIPMENT BEING PURCHASED BY JAMMIN PLAYGROUNDS (UNLESS OTHERWISE STATED).
*Any cancellations for approved projects may result in restocking fees and/or additional charges for items already purchased.
In the unlikely event that Jammin Playgrounds is required to file a civil action or institute any collection effects against a customer, custome agrees to pay any and all cost, fees, expenses and attorney fees incurred by Jammin Playgrounds regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature:_____

Title:_____

Date:_____

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 30 00
# PROPOSAL

## FOR

## CITY OF HOLLY HILL

## 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

## BID NO. 25-BG-10

**(To be completed in Duplicate)**

Bidder's Name: Jammin Playgrounds, Inc

Submitted: 2/11, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Hundred and One Thousand Five Hundred Twelve Dollars and 78 cents
(In Words)

Dollars $ 101,512.78 (In Figures)

## COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# QUOTE

City of Holly Hill

**Date**
11 Feb 2025

**Expiry**
13 Mar 2025

**Quote Number**
QU-4200

**Reference**
City of Holly Hill - 7th St. Neighborhood Park Playground - Bid# 25-BG-10 - Option 3

Jammin Playgrounds Inc.
4417 13th st PMB 143
ST.CLOUD FL 34769
UNITED STATES

## City of Holly Hill - 787 Center Ave #701, Holly Hill, FL 32117

*TAX EXEMPTION CERTIFICATE NEEDS TO BE PROVIDED PRIOR TO ACCEPTING QUOTE.
Easy access. No Water & Electric available. Permitted project.
Jammin is not responsible for any damage to concrete sidewalks, irrigation, landscaping, sod, etc. No bathrooms available for workers.

*Waste Pro Dumpster for dumpster rental only

| Description | Quantity | Unit Price | Discount | Tax | Amount USD |
|---|---|---|---|---|---|
| Permit price STARTS at $2,000 PLUS the actual permit cost. Price will be adjusted on final invoice. Customer is responsible for providing all required documents for permitting. City/County building departments may require a recent survey versus a site plan. This will be the sole responsibility of the customer to retrieve those documents for Jammin to start the permit process. | 1.00 | 2,000.00 | | Tax on Sales | 2,000.00 |
| Davis Bacon<br>**DISCOUNTED FOR CITY BID | 1.00 | 1,000.00 | 100.00% | | 0.00 |
| Engineered drawings required for permitting. | 1.00 | 1,250.00 | | Tax on Sales | 1,250.00 |
| MISC - Water & Electric hookups. | 1.00 | 350.00 | | Tax on Sales | 350.00 |
| Supply & Delivery of Gametime Double Agent Playground.<br>Colors: TBD<br>5% Discount added | 1.00 | 62,566.08 | 5.00% | Tax on Sales | 59,437.78 |



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

| Description | Quantity | Unit Price | Discount | Tax | Amount USD |
|---|---|---|---|---|---|
| Freight for Playground. | 1.00 | 4,250.00 | | Tax on Sales | 4,250.00 |
| Installation of new playground equipment "Double Agent" to spec. | 1.00 | 21,900.00 | | Tax on Sales | 21,900.00 |
| Supply & Delivery of (42) 12" Borders & (1) ADA Half ramp.<br>12" Borders $35/each<br>ADA Half Ramp $475/each | 1.00 | 1,945.00 | | Tax on Sales | 1,945.00 |
| Freight for Borders | 1.00 | 975.00 | | Tax on Sales | 975.00 |
| Installation of (42) 12" borders & 1 ADA half ramp to spec. (ADA ramp has been added as an additional 2 borders for pricing).<br>34'x50' | 44.00 | 15.00 | | Tax on Sales | 660.00 |
| Supply, Delivery & Installation of Filter Fabric, prior to mulch install, to help prevent weed/grass growth throughout new area. Approximately 1,554 sqft<br>34'x50' | 1700.00 | 0.65 | | Tax on Sales | 1,105.00 |
| Supply, Delivery & Installation of wood mulch @ 12" depth for playground area. Approximately 63 cubic yards.<br>34'x50' | 63.00 | 80.00 | | Tax on Sales | 5,040.00 |
| Receiving equipment, Storage @ Jammin's shop until job is ready & Delivery to job site for installation.<br><br>*STORAGE PRICE IS BASED ON PROJECT BEING READY FOR INSTALLATION WITHIN 2-3 WEEKS OF RECEIVING THE EQUIPMENT. IF ANY DELAYS IN INSTALLATION OCCUR AFTER RECEIVING EQUIPMENT (DUE TO CUSTOMER), ADDITIONAL STORAGE FEES @ $50 PER WEEK WILL BE ADDED TO THE FINAL INVOICE. | 1.00 | 200.00 | | Tax on Sales | 200.00 |
| Machine Rental | 1.00 | 1,250.00 | | Tax on Sales | 1,250.00 |
| Dumpster Rental | 1.00 | 1,150.00 | | Tax on Sales | 1,150.00 |
| | | | Subtotal (includes a discount of 4,128.30) | | 101,512.78 |
| | | | TOTAL TAX | | 0.00 |
| | | | **TOTAL USD** | | **101,512.78** |



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## Terms

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.
Permit price STARTS at $1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.
If Jammin quotes have expired prior to a PO being issued, prices may need to be adjusted to reflect any price increases from manufacturers and/or freight companies. If any additional permits, such as LDO's or Zoning clearance, are required for building permits to be issued, additional charges may apply. Permit paperwork needs to be filled out & returned to Jammin Playgrounds as quickly as possib Any delays in returning permit documents may result in price increases. Time is of the essence with any permitting documents needed for submittal.
Exclusions: Excavation, irrigation, sod damage/replacement, concrete sidewalks, underground pipes, etc. Any unforeseen hazards or issues that arise upon arrival to the job site will result in a change order.
Any items not listed herein will NOT be covered.
If customer assumes excavation responsibility for any surfacing project, the warranty for said surfacing will be automatically voided, since Jammin cannot ensure the excavation was done properly to eliminate all grass/weed roots that may grow in the future.
Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.
Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.
Customer is responsible for providing site plan and/or recent survey if permitting requires. Some additional charges may be added if permitting office requires architect drawings to show setbacks. Customer is also responsible for any CAD drawings that are requested for permitting.
*IF YOU WOULD LIKE TO ACCEPT THIS QUOTE, PLEASE SIGN AND RETURN TO Sandra@JamNPlay.com. A 50% DEPOSIT WILL BE REQUIRED PRIOR TO ANY EQUIPMENT BEING PURCHASED BY JAMMIN PLAYGROUNDS (UNLESS OTHERWISE STATED).
*Any cancellations for approved projects may result in restocking fees and/or additional charges for items already purchased.
In the unlikely event that Jammin Playgrounds is required to file a civil action or institute any collection effects against a customer, custom agrees to pay any and all cost, fees, expenses and attorney fees incurred by Jammin Playgrounds regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature:_____

Title:_____

Date:_____

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## ACKNOWLEDGMENT OF ADDENDA

**Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project.** Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the _____Bank of _____ or Bid Bond for the sum of _____Dollars (_____), made payable to _____(Owner).

Jammin Playgrounds, Inc
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Sandra Schneider - President/Owner
(Title of Officer)

Jammin Playgrounds, Inc
Name of Bidder

4417 13th St, PMB 143
Address

St. Cloud, FL 34772
City/State/Zip

321-624-8376
Telephone

CBC1256058
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____
_____
_____

END OF SECTION



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. Jammin Playgrounds, Inc

B. Permanent main office address. 4103 Bob White Ct, Saint Cloud, FL 34772

C. When organized. July 7, 2017

D. If a corporation, where incorporated. Osceola County, Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 8 years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached.

G. General character of work performed by your company. Commercial Playground installation Surfacing.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? N/A

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A

I. Have you ever defaulted on a contract? If so, where and why? N/A

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached.

K. List your major equipment Commercial Playground equipment.

L. Experience in construction work similar in type to this project. We have been in the playground industry fo er 20 years,

M. Background and experience of the principal members of your organization, including the officers. All of our employees are trained profesionally per company needs.

N. Credit available: $ 500,000



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## F. Contracts on Hand

- Citrus Head start - $130,025 – Expected completion March 2025
- Douglas Head start - $148,119.60 – Expected Completion
- Saint Helens Head start - $101,984.50 – Expected Completion
- Blossom Park Villas - $ 46,895.06 – Expected Completion May 2025
- Wynwood JTD - $93,855.65 – Expected Completion June 2025

## J. Important Projects recently completed

- Homeless Coalition - $189,739.10 – August 2024
- Oviedo Medical Center - $ - January 2025
- Vacation Village at Parkway - $56,432.77 – December 2024
- Nona Town Center JTD - $66,871.51 – February 2025
- Overlook Minneola JTD - $42,690.58 – January 2025

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: SouthState Bank - 407-957-3800

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 10 day of February, 20 25.

Jammin Playgrounds, Inc
Name of Bidder

By: Sandra Schneider / President
Title

State of Florida

County of Osceola

Sandra Schneider being duly sworn deposes and says that he is the President/ Owner of Jammin Playgrounds, Inc and that the answers to the City of Holly Hill foregoing questions and all statements therein contained are true and correct.
Name of Organization

Subscribed and sworn to before me this 10 day of February, 2025.

Notary Public

Mackenzie Garmany
Notary Public (Print or Type) My commission expires: 4/5/26

MACKENZIE GARMANY
MY COMMISSION # HH 249426
EXPIRES: April 5, 2026



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 00
## LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

| SUBCONTRACTOR | COMPANY NAME | REFERENCES |
|---|---|---|
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |
| N/A | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |

END OF SECTION



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 10
## LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

| NO. | PROJECT | OWNER | DESCRIPTION/COST | REFERENCE | DATE WORK STARTED & FINISHED MM/YR TO MM/YR |
|---|---|---|---|---|---|
| 1 | Lake Pointe @ Toho | Sentry Management - Bridgette Shearin | Installation of existing Commercial Playground to replace existing $79,885.29 | 407-846-6323 Ext 55028 | Permit Applied for in 4/24 Project completed in 8/24 |
| 2 | Sinclair | JTD - Philip Hartman | Installation of New Commercial Playground for new area. $97,896.07 | 407-861-4354 | Permit Applied for in 3/24 Project completed in 8/24 |
| 3 | Marina Del Rey HOA | Sentry Management - Lisa Thomas | Installation of existing Commercial Playground to replace existing $98,672.76 | 352-243-4595 Ext 59022 | Permit Applied for in 9/23 Project completed in 2/24 |

END OF SECTION



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 25-BG-10 for City of Holly Hill, Florida.

This sworn statement is submitted by Jammin Playgrounds, Inc whose business address is 4103 Bob White Ct, St. Cloud, FL 34772 and (if applicable) its Federal Employer Identification Number (FEIN) is 82-2091922. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Sandra Schneider any my relationship to the entity named above is President/ Owner.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_✓_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

(Signature) Sandra Schneider Date: 2/10/2025

State of Florida County of Osceola

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Sandra Schneider who, after first being sworn by me, affixed her/his signature in the space provided above on this 10 day of February, 2025.




Mackenzie Garmany
Notary Public

My Commission Expires: 4/5/26

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 00
# ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Jammin Playgrounds, Inc

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President/ Owner

ADDRESS: 4417 13th St, PMB 143

CITY AND STATE: St. Cloud, FL 34772

TELEPHONE: 321-624-8376

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 50
# DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 60

# COMPLIANCE WITH THE PUBLIC RECORDS LAW

## Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Jammin Playgrounds, Inc

Authorized representative (printed): Sandra Schneider

Authorized representative (signature): Sandra Schneider

Date: 2/10/2025

END OF SECTION



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Sandra L Schneider

Business name, if different from above
Jammin Playgrounds, Inc

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4103 Bob White Ct

Requester's name and address (optional)

City, state, and ZIP code
St. Cloud, FL 34772

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
82 2091922

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Sandra Schneider Date ▶ 2/10/2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



END OF SECTION

00 48 70 – 1

SECTION 00 48 80

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Jammin Playgrounds, Inc
4103 Bob White Ct, St. Cloud, FL 34772

Consultant/Contractor Name and Address

Signature

Sandra Schneider - President/Owner

Name and Title

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2025, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as Jammin Playgrounds, Inc organized and existing under the laws of the State of Florida; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL Sandra Schneider trading as President Owner of Jammin Playgrounds City St. Cloud State of Florida Zip Code 34772, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

A. The Contractor agrees to furnish all labor, materials, equipment for:

**7TH Street Neighborhood Park Playground - CDBG**

ARTICLE II.

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **180 days.**

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **$500 (FIVE HUNDRED DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Contract Price of $_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 50% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (5%) of the amount of each estimate.

2. .

2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation. ARTICLE V.

A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

ARTICLE VII.

A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

_____

Valerie Manning

Title City Clerk

By_____

Joseph A. Forte

Title City Manager

WITNESS:

_____

CONTRACTOR

_____

By_____

END OF SECTION



Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 67 00

## CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

_____

The undersigned as Contractor has heretofore, on the 10 day of February, 2025, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: 7th Street Neighborhood Park Playground for the Contract Price of _____.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this 10 day of February, 2025.

By Jammin Playgrounds, Inc - _____

Contractor

State of Florida

County of Osceola

Sworn to and subscribed before me this 10 day of February, 20 25.

_____

Notary Public

My Commission Expires: 4/5/26

NOTARY PUBLIC STATE OF FLORIDA
MACKENZIE GARMANY
MY COMMISSION # HH 249426
EXPIRES: April 5, 2026

END OF SECTION 00 67 00 - 01

## SECTION 00 08 00A

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

GameTime
A PLAYCORE Company
www.gametime.com

Playpalette: Bloom Bay

# Martingale
PT25032



1/23/25

drp Dominica Recreation Products
www.playdrp.com

GameTime
A PLAYCORE company
www.gametime.com

Playpalette: Bloom Bay

# Martingale
PT25032



1/23/25

dp Dominica Recreation Products
www.playdrp.com

Playpalette: Bloom Bay

# Martingale
## PT25032



1/23/25

GameTime
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www.gametime.com

Dominica Recreation Products
www.playdrp.com

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GameTime
A PLAYCORE company
www.gametime.com

Playpalette: Bloom Bay

# Martingale
## PT25032



1/23/25

Dominica Recreation Products
www.playdrp.com

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

ISO 9001 CERTIFIED
ISO 14001 CERTIFIED

MARTINGALE
PT25032

Representative

This play equipment is recommended for children ages 5-12

Minimum Area Required:
30'6" x 39'
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 11" x 17" format

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

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

| Total Elevated Play Components | | 8 |
|---|---|---|
| Total Elevated Play Components Accessible By Ramp | - | Required |
| Total Elevated Components Accessible By Transfer | 8 | Required |
| Total Accessible Ground Level Components Shown | 5 | Required |
| Total Different Types Of Ground Level Components | 4 | Required |

| Drawn By: | |
|---|---|
| DBH | |
| Date: | 09.09.24 |
| Drawing Name: | |

ACTIVE

# Martingale

Product Line: PrimeTime

**Model #** PT25032

Martingale is a PrimeTime play system designed for children ages 5-12. This unit brings a vibrant nature theme to life with a diverse selection of climbers and sensory panels.




## Specifications

| | |
|---|---|
| **Length** | 38' |
| **Width** | 30' |
| **Age Range** | 5 to 12 Years |
| **Fall Height** | 6' |
| **Number of Children** | |

## Accessibility

| | |
|---|---|
| **Accessible** | 8 |
| **Elevated** | 8 |
| **Ground Level** | 5 |
| **Types** | 4 |

GameTime
A PLAYCORE Company
www.gametime.com

Playpalette: Gum Drop

# Double Agent
## PT24066



1/23/25

Dominica Recreation Products
www.playdrp.com

Playpalette: Gum Drop

# Double Agent

PT24066

1/23/25



GameTime
www.gametime.com

Dominica Recreation Products
www.playdrp.com

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

GameTime
A PLAYCORE company
www.gametime.com

Playpalette: Gum Drop

# Double Agent
## PT24066



1/23/25

drp Dominica Recreation Products
www.playdrp.com

GameTime
PLAYCORE company
www.gametime.com

Playpalette: Gum Drop

# Double Agent
## PT24066



1/23/25

drp Dominica Recreation Products
www.playdrp.com

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

ISO 9001 CERTIFIED

DOUBLE AGENT
PT24066

Representative

The Unit Industrial play events and routes as specifically designed and supplied by GameTime. For special requirements, the option of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components
Total Elevated Play Components Accessible By Ramp - Required
Total Elevated Components Accessible By Transfer 12 Required
Total Accessible Ground Level Components Shown 7 Required
Total Different Types Of Ground Level Components 4 Required

| | |
|---|---|
| 12 | |
| - | |
| 12 | |
| 7 | |
| 4 | |

| | |
|---|---|
| 6 | |
| 4 | |
| 3 | |

This play equipment is recommended for children ages 5 - 12

Minimum Area Required: 3515" x 5076"
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment as specified for each type of equipment in order to attain 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: DBH
Date: 9.8.24
Drawing Name:

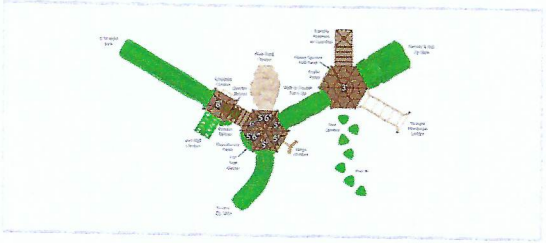
Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

GameTime
A PLAYCORE company

PT24( 6



ACTIVE



# Double Agent

Product Line: PrimeTime

**Model #** PT24066

Double Agent is a PrimeTime play system designed for children ages 5-12. From interactive musical instruments to challenging climbers, this system has something for everyone. The thrilling slides keep kids coming back for more, discovering exciting new paths to reach their favorite spots.

## Specifications

| | |
|---|---|
| **Length** | 34′ |
| **Width** | 50′ |
| **Age Range** | 5 to 12 Years |
| **Fall Height** | 8′ |
| **Number of Children** | |

## Accessibility

| | |
|---|---|
| **Accessible** | 12 |
| **Elevated** | 12 |
| **Ground Level** | 7 |
| **Types** | 4 |

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

GameTime
A PLAYCORE Company

# Warranty

## Playground and Fitness Product Coverage

# We Stand By Our

A new playground or fitness park is an investment in the health, wellness, and quality of life of your community- and it's an investment that should last for years to come. GameTime manufactures our products from high quality materials and backs them with one of the leading warranti in the industry to give you peace of mind and help you protect that investment.

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Products and By You.

# Warranty Coverage





## Play Systems and Play Products

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape®, IONiX®, and Modern City® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- Lifetime limited warranty on IONiX®, PrimeTime® and Xscape® bolt-through connections.
- Twenty-Year limited warranty on Timber Decor® & Timbers recycled plastic lumber.

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loop, braces, and footbucks.
- Fifteen-Year limited warranty on rotationally molded products.
- Ten-Year limited warranty on site furnishings.
- Ten-Year limited warranty on integrated SunBlox® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- Five-Year limited warranty on HDPE panels.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on Everybody Plays polyurea coated foam and rubber strips.
- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

- Three-Year limited warranty on Hand Sanitizer Lockbox
- One-Year limited warranty on all other GameTime products.
- One-Year limited warranty on pressure-treated pine and redwood products.





# Fitness Products and Challenge Course

- Lifetime limited warranty on all hardware
- Fifteen-Year limited warranty on rotationally-molded components
- Ten-Year limited warranty on stationary GTfit, Thrive, and Challenge Course posts, bars, welds and metal accessories (excluding cycle parts)
- Ten-Year limited warranty on HPL Instructional Signage
- Five-Year limited warranty on Net Climbers
- Five-Year limited warranty on stainless damper module and aluminum cycle cover

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

- Five-Year limited warranty on HDPE panels.
- Two-Year limited warranty on bearings, damper, plastics, rubber parts and some cycle parts, including pedal and shaft
- One-Year limited warranty on Challenge Course timing systems (requires GT Impax surfacing)
- One-Year limited warranty on Recumbent Cycle belt (excludes cosmetic damage or defects)





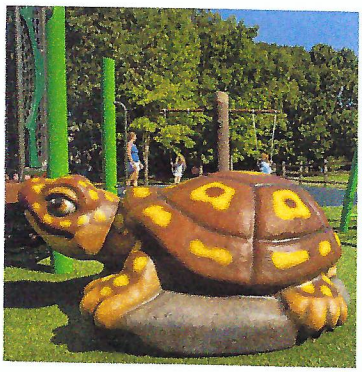
# VistaRope Products

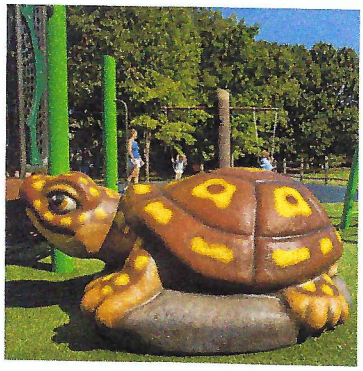
- Lifetime Warranty Uprights and hardware, excluding cosmetic damages or defects
- 15 Year Limited Warranty on Punched Steel, Pipes, Rails, Loops and Rungs
- 15 Year Limited Warranty on Rotomolded Polyethylene Components
- 15 year limited warranty on nylon bearings and ring junction pieces excluding cosmetic damages or defects
- 10 year limited warranty on cable breakage, excluding cosmetic damages or

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

defects

- 5 year limited warranty on premature wear of nylon cables, excluding cosmetic damages or defects
- 3 year limited warranty on rubber seat and rubber mats for net events, excluding cosmetic damages or defects





# Custom and Themed Products

- Five-Year limited warranty on glass fiber reinforced concrete (GFRC) TuffCrete® structures
- Five-Year limited warranty on glass fiber reinforced polymer (GFRP) PolyShield® sculptures
- Five-Year limited warranty on custom-routed HDPE panels.

Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Prolong the Life of Your Play System

Request Our Maintenance and Supervision Guides

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Attachment: Exhibit M - Jammin Playgrounds Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)




# City of Holly Hill

## 7th Street Neighborhood Park

BID# 25-BG-10

Lanier Plans, Inc. dba KorKat
Shane Lanier, CEO, CPSI
221 Cable Industrial Way, Carrollton, GA 30117
Office: 770-214-9322 | Fax: 770-214-9323
www.KorKat.com

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

KORKAT PLAYGROUNDS & SITE AMENITIES

**Playgrounds & Site Amenities**
Design. Supply. Install. Maintain.

# 7th Street Neighborhood Park

Holly Hill, Florida

KorKat appreciates the opportunity to provide our proposal for the 7th Street Neighborhood Park improvements in Holly Hill, Florida.

These improvements enompass two areas that will be incorporated into the exsisting park footprint. The Ascend Treefort will make a great addition to any outdoor play space. With two climbers and a slide, children ages 5-12 will love exploring all the fun challenges this unit has to offer. It's designed with leaf panels for a fun design element. It is made from steel posts and durable 20 mm rope that's soft to the touch. It also will coordinate perfectly with the "Ascend Thrill Tower and Slide" installed at Sunrise Park North, creating a coheasive look for the city of Holly Hill across the new playgrounds in town.

The 2-bay swing set includes high wind rated modular shade, to ensure a comfortable swinging expeience without harmful rays and hot tempreatures. The swing set will include two bucket swings and two standard belt swings. All chains and hardware on the swings will include galvanized materials that will hold up against the harsh Florida elements.

**Handcrafted in the USA**, KorKat is pleased to offer Superior Recreational Products. Superior Recreational products is a premiere manufacturer for playgrounds fabricated in long lasting recycled and steel materials. Our long-lasting materials include a **Lifetime Warranty** on playground steel and recycled posts, all stainless-steel hardware, C-line fittings, and aluminum post caps. These materials will withstand the Florida elements and provide YEARS years of worry-free play for the community of Holly Hill and can be fabriated to the specific color specifications to best compliment the park and community.

KorKat is pleased to provide present you with this proposal for the 7th Street Park project and very much look forward to earning the business of Holly Hill and turning this proposal into reality for the children in your community.

*Kristin Libby*

Design Consultant, Florida

KorKat



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

KOR KAT
PLAYGROUNDS & SITE AMENITIES

# Pricing

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

# Estimate

| Date | Estimate # |
|---|---|
| 1/31/2025 | 55526 |

**Name & Address for Bill To:**

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

**Ship To**

7th Street Neighborhood Park
787 Center Ave.
Holly Hill, Florida 32117

| Project or PO # | Rep |
|---|---|
| | KL |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| | ****AREA 1**** | | | |
| RC-NTS1002 | ASCEND TREEFORT | 1 | 41,531.00 | 41,531.00T |
| DISCOUNT 8% | DISCOUNT 8% | | -8.00% | -3,322.48 |
| | SUBTOTAL | | | 38,208.52 |
| ENGINEERED DRAWINGS | ENGINEERED DRAWINGS WITH CALCULATIONS | 1 | 1,250.00 | 1,250.00 |
| | SUBTOTAL | | | 1,250.00 |
| 90018204XX | 2-SEAT RETRO ROCKER | 1 | 2,044.00 | 2,044.00T |
| DISCOUNT 6% | DISCOUNT 6% | | -6.00% | -122.64 |
| | SUBTOTAL | | | 1,921.36 |
| 90022004XX | 4' BLACK LANDSCAPE TIMBER KIT | 32 | 95.00 | 3,040.00T |
| TFR0591XX | ADA ACCESSIBLE RAMP SYSTEM - HALF SYSTEM | 1 | 1,188.00 | 1,188.00T |
| | | | | |
| | ****AREA 2**** (SWING AREA) | | | |
| RSW3516G | SWING FRAME - SINGLE 5" POST - 8FT - 2-BAY WITH SHADE | 1 | 14,071.00 | 14,071.00T |
| DISCOUNT 7% | DISCOUNT 7% | | -7.00% | -984.97 |
| | SUBTOTAL | | | 17,314.03 |
| 90015108XX | BELT SEAT SET 8', GALVANIZED CHAIN (INCLUDES TWO COMPLETE SEATS WITH ALL HARDWARE) | 1 | 282.00 | 282.00T |
| DISCOUNT 3% | DISCOUNT 3% | | -3.00% | -8.46 |
| | SUBTOTAL | | | 273.54 |
| 90015130XX | FULL BUCKET SEAT SET 8', GALVANIZED CHAIN (SET INCLUDES TWO COMPLETE SEATS WITH ALL HARDWARE) | 1 | 577.00 | 577.00T |
| DISCOUNT 3% | DISCOUNT 3% | | -3.00% | -17.31 |
| | SUBTOTAL | | | 559.69 |
| 90022004XX | 4' BLACK LANDSCAPE TIMBER KIT | 31 | 95.00 | 2,945.00T |
| TFR0591XX | ADA ACCESSIBLE RAMP SYSTEM - HALF SYSTEM | 1 | 1,188.00 | 1,188.00T |

Prices quoted are good for 15 days and are subject to total purchase except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation, unforeseen conditions, or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of installation.

Please note that a 50% deposit is due at the time of order with any estimate that includes installation.
Payment of 100% is due at the time of order for all equipment purchases without installation.

| Phone # | Fax # | E-mail | **Total** |
|---|---|---|---|
| 770-214-9322 | 770-214-9323 | DeannaP@KorKat.com | **Signature** |



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

# Estimate

| Date | Estimate # |
|---|---|
| 1/31/2025 | 55526 |

**Name & Address for Bill To:**

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

**Ship To**

7th Street Neighborhood Park
787 Center Ave.
Holly Hill, Florida 32117

| Project or PO # | Rep |
|---|---|
| | KL |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| ENGINEERED DRAWINGS | ENGINEERED DRAWINGS WITH CALCULATIONS | 1 | 1,250.00 | 1,250.00 |
| INSTALL-PLAYGROUND | INSTALL-PLAYGROUND | 1 | 24,573.26 | 24,573.26 |
| MULCH | 41 CUBIC YARDS PLAYGROUND SAFE ENGINEERED WOOD FIBER MULCH TO COVER APPROX 1,090 SF, BLOWN IN (AREA 1) | 1 | 3,314.00 | 3,314.00T |
| MULCH | 34 CUBIC YARDS PLAYGROUND SAFE ENGINEERED WOOD FIBER MULCH TO COVER APPROX 900 SF, BLOWN IN (AREA 2) | 1 | 2,761.00 | 2,761.00T |
| PERMITTING | PERMIT FEE MINIMUM IS $1200.00 (CHARGES COULD INCLUDE ADDITIONAL ENGINEERING COSTS, CITY AND COUNTY CHARGES, SITE PLANS, POSTAGE AND HANDLING, OR PERMIT RUNNER FEES) ANY CHARGE(S) OVER $1200.00 WILL BE THE RESPONSIBILITY OF THE CUSTOMER. RECEIPTS WILL BE PROVIDED FOR CHARGES. | 1 | 1,200.00 | 1,200.00 |
| FREIGHT | SHIPPING & HANDLING | 1 | 6,194.00 | 6,194.00 |
| | KORKAT CONTACT<br>KRISTIN LIBBY<br>407-747-1669<br>KristinL@KorKat.com | | | |
| | Total sales tax calculated by AvaTax | | 0.00 | 0.00 |
| | Select this as a transaction's tax to use AvaTax | | | 0.00 |

Prices quoted are good for 15 days and are subject to total purchase except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation, unforeseen conditions, or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of installation.

Please note that a 50% deposit is due at the time of order with any estimate that includes installation.
Payment of 100% is due at the time of order for all equipment purchases without installation.

| Phone # | Fax # | E-mail | **Total** | $102,952.40 |
|---|---|---|---|---|
| 770-214-9322 | 770-214-9323 | DeannaP@KorKat.com | **Signature** | |

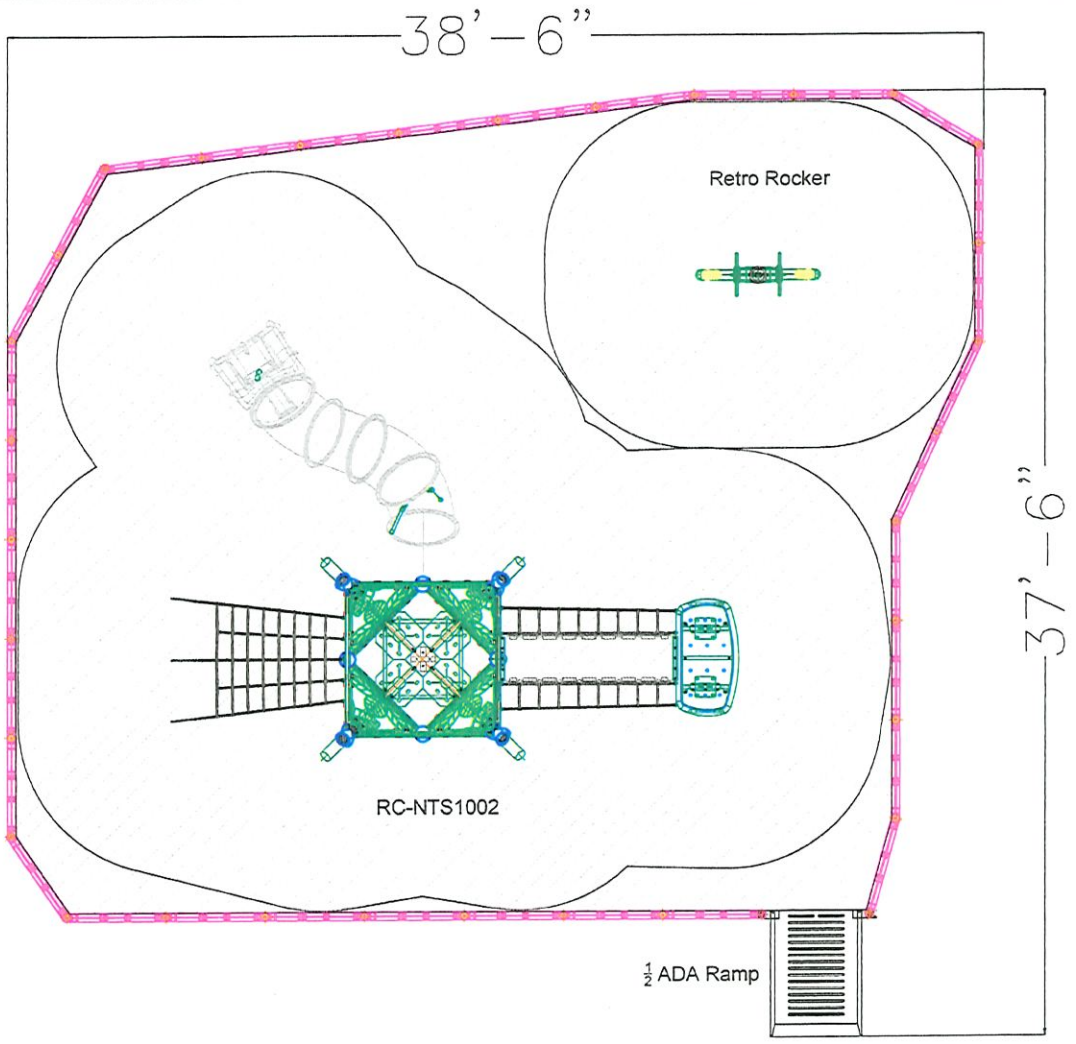


Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

PLAYGROUNDS & SITE AMENITIES

# Site Plans & Renderings

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)




| | | | |
|---|---|---|---|
| Project Name: 7th Street Neighborhood Park | Surfacing: EWF Mulch | | Notes: |
| Site Plan: SP-61991-1 (Area 1) | Area: 1,090 SF. | Perimeter : 129' | |
| Date: 01-31-2025 | Fall Height: 8' | Scale: | |
| Drawn by: Jera Wein | Timbers: 32 | | |

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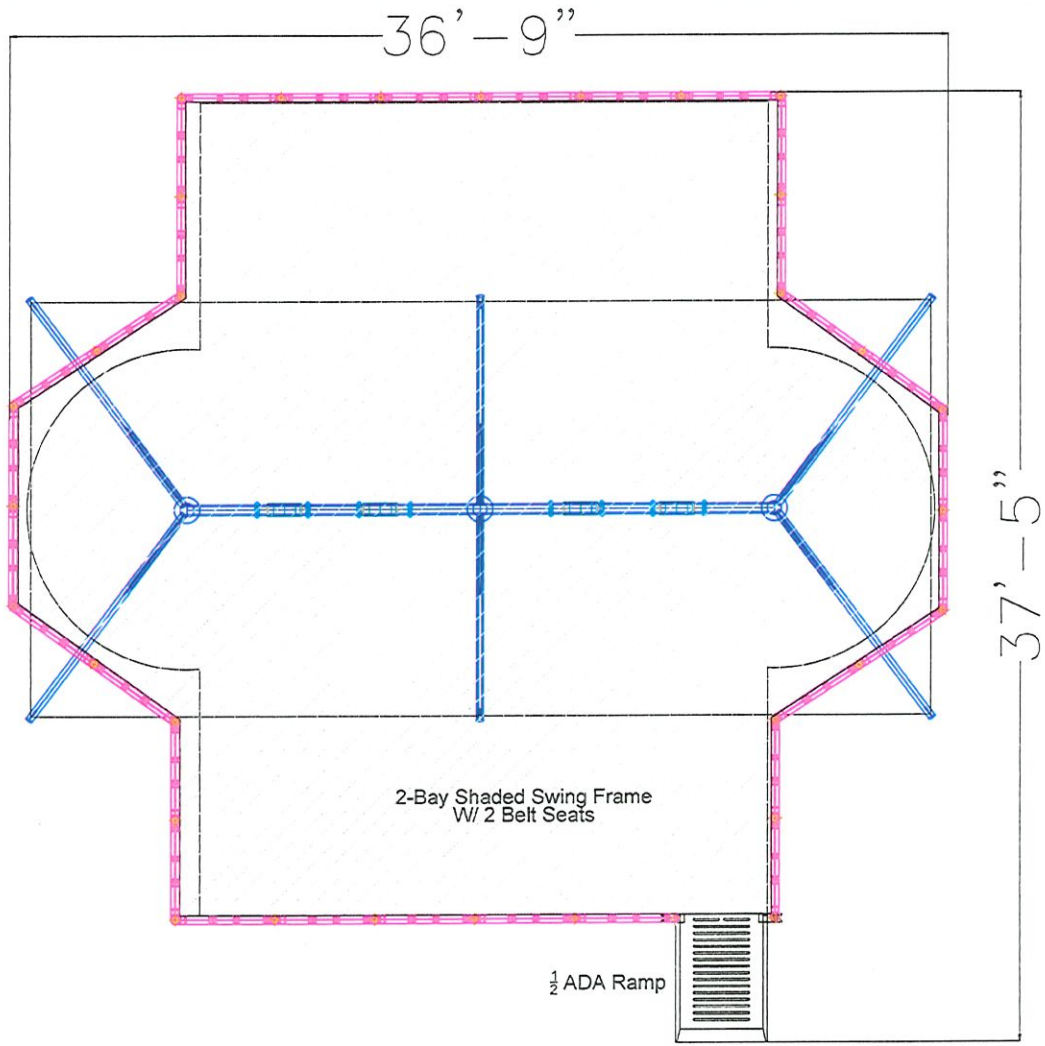
KOR KAT
PLAYGROUNDS & SITE AMENITIES




| | | | |
|---|---|---|---|
| Project Name: 7th Street Neighborhood Park | Surfacing: EWF Mulch | | Notes: |
| Site Plan: SP-61991-2 (Area 2) | Area: 900 SF. | Perimeter : 124' | |
| Date: 01-31-2025 | Fall Height: 8' | Scale: | |
| Drawn by: Jera Wein | Timbers: 31 | | |

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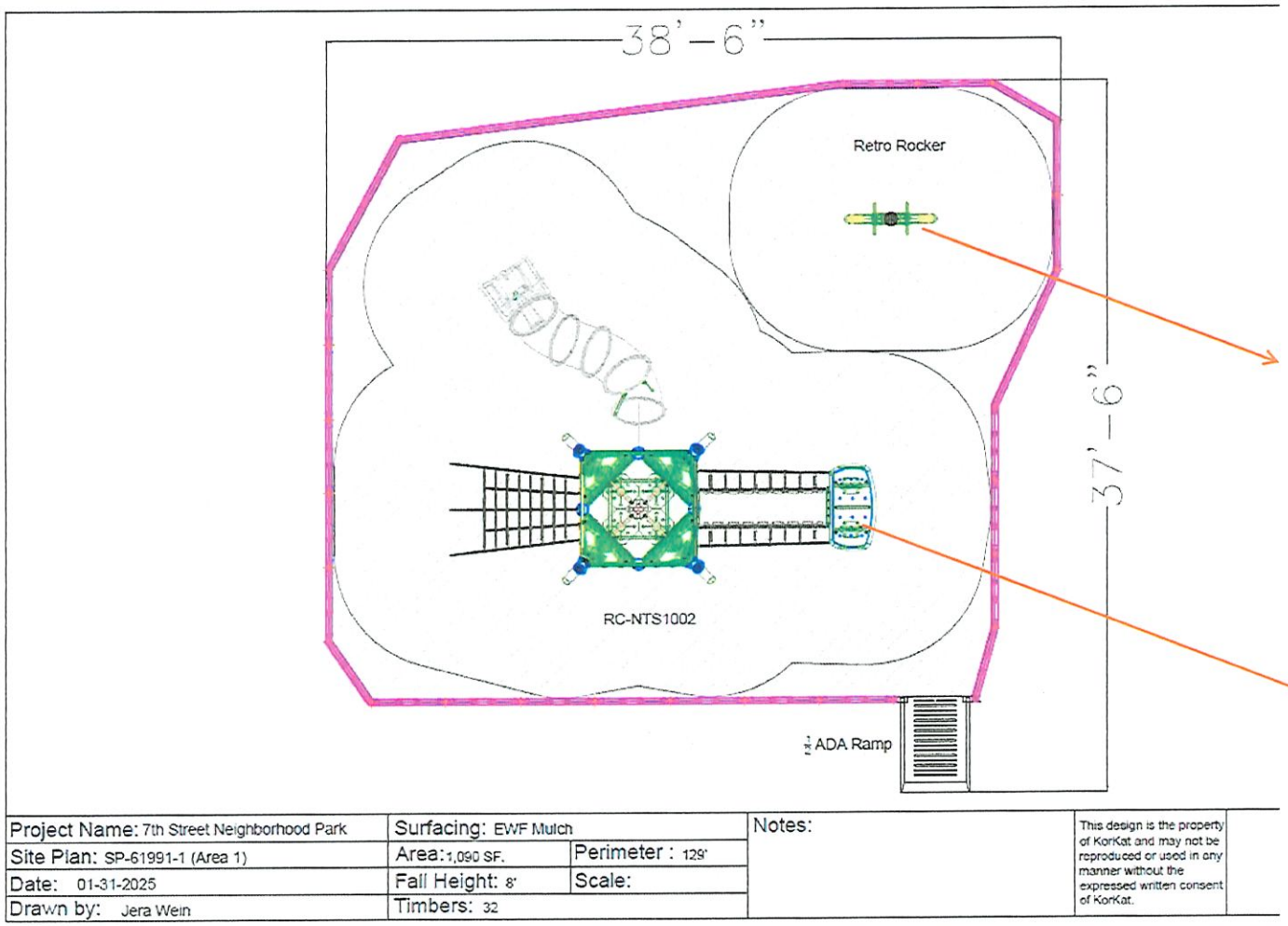
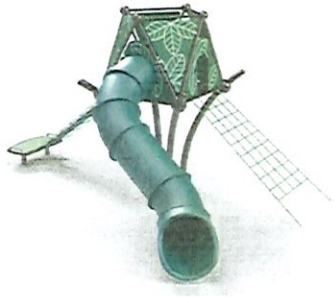
KOR KAT
PLAYGROUNDS & SITE AMENITIES




KOR KAT
PLAYGROUNDS & SITE AMENITIES

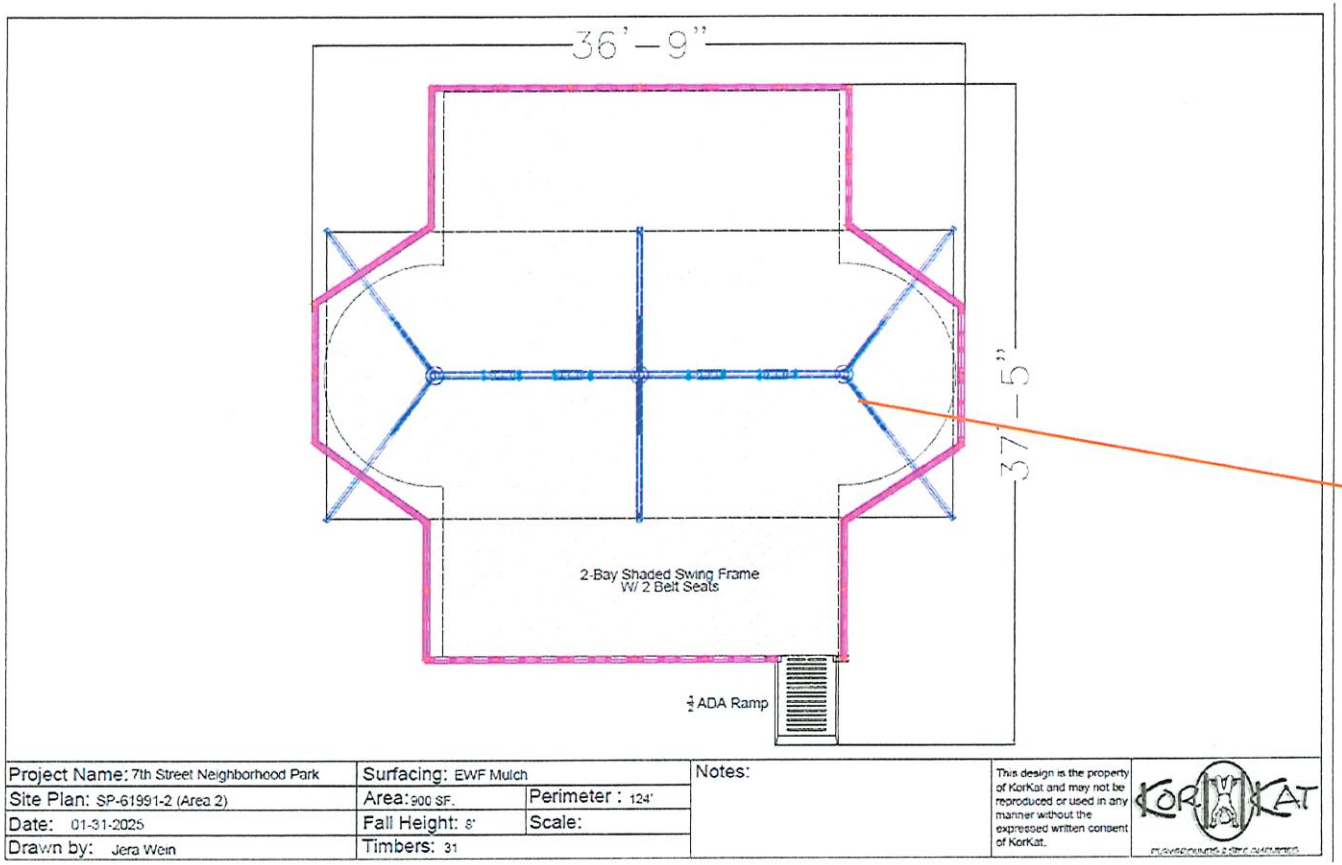
HOLLY HILL
FLORIDA





| | | | |
|---|---|---|---|
| Project Name: 7th Street Neighborhood Park | Surfacing: EWF Mulch | | Notes: |
| Site Plan: SP-61991-1 (Area 1) | Area: 1,090 SF. | Perimeter : 129' | |
| Date: 01-31-2025 | Fall Height: 8' | Scale: | |
| Drawn by: Jera Wein | Timbers: 32 | | |

This design is the property of KorKat and may not be reproduced or used in any manner without the expressed written consent of KorKat.




| | | | | |
|---|---|---|---|---|
| Project Name: 7th Street Neighborhood Park | Surfacing: EWF Mulch | | Notes: | This design is the property of KorKat and may not be reproduced or used in any manner without the expressed written consent of KorKat. |
| Site Plan: SP-61991-2 (Area 2) | Area: 900 SF. | Perimeter : 124' | | |
| Date: 01-31-2025 | Fall Height: 8' | Scale: | | |
| Drawn by: Jera Wein | Timbers: 31 | | | |

KOR KAT
PLAYGROUNDS & SITE AMENITIES

HOLLY HILL
FLORIDA




Rendering for representation purposes only. Actual equipment and colors may vary.
KOR KAT
PLAYGROUNDS & SITE AMENITIES
7TH STREET NEIGHBORHOOD PARK
SP-61999-1 AREA 1


Rendering for representation purposes only. Actual equipment and colors may vary.
KOR KAT
PLAYGROUNDS & SITE AMENITIES
7TH STREET NEIGHBORHOOD PARK
SP-61999-1 AREA 1

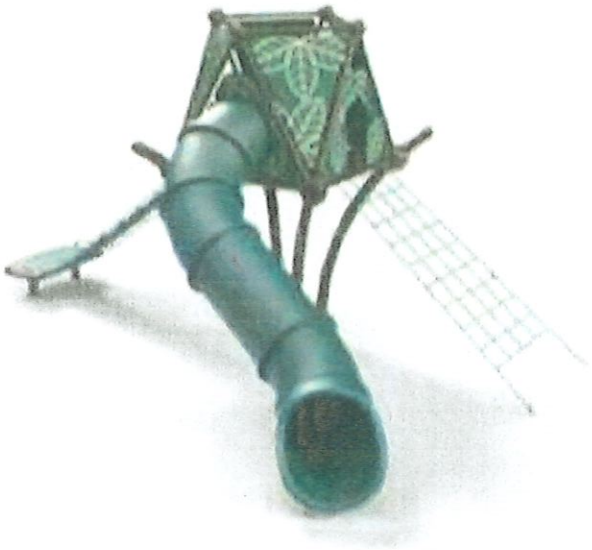

Rendering for representation purposes only. Actual equipment and colors may vary.
KOR KAT
PLAYGROUNDS & SITE AMENITIES
7TH STREET NEIGHBORHOOD PARK
SP-61999-2 AREA 2

KOR KAT
PLAYGROUNDS & SITE AMENITIES

# Specifications

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**Ascend Treefort**
RC-NTS1002

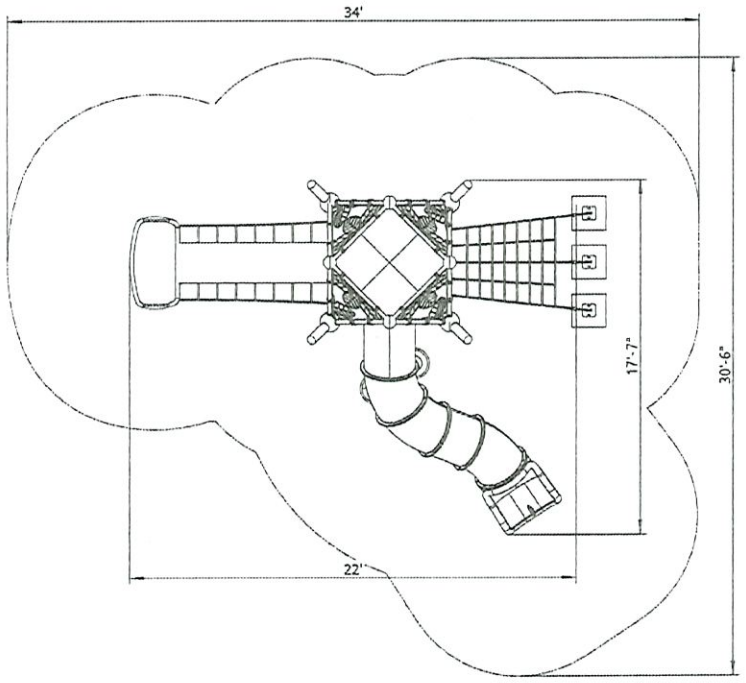


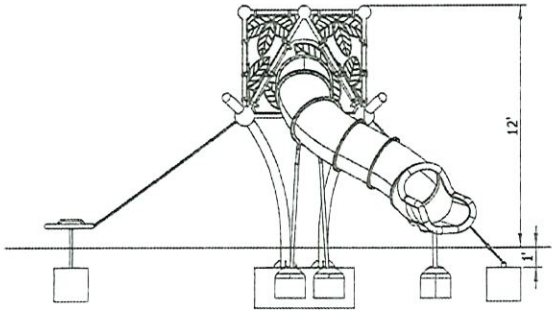
Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

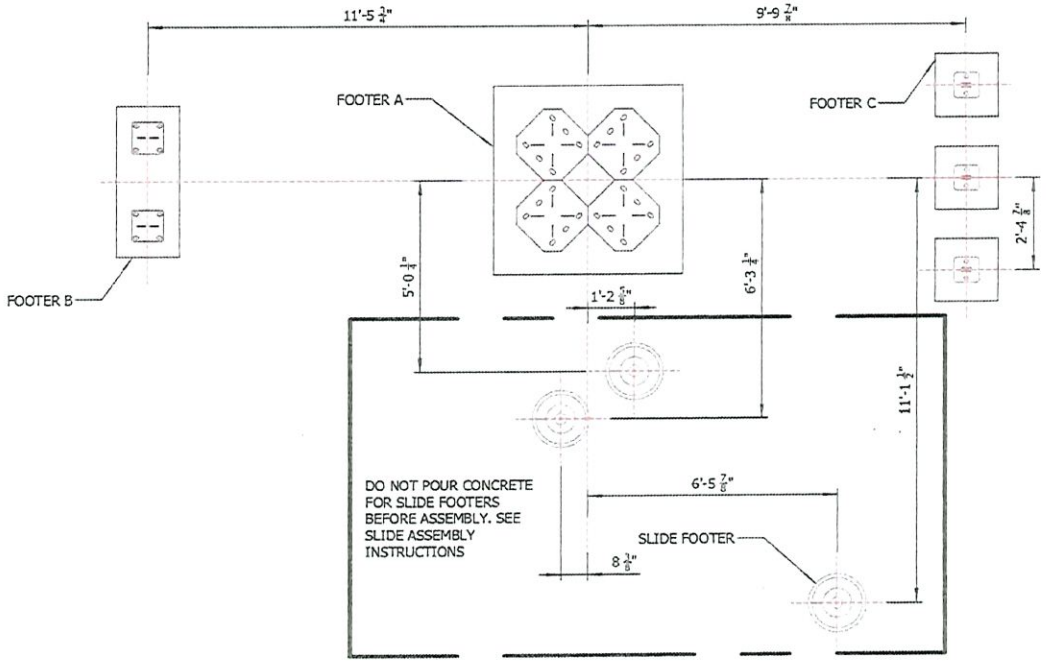
Superior RECREATIONAL PRODUCTS | Ascend ROPE CLIMBERS

# RC-NTS1002SR

LAYOUT DRAWING

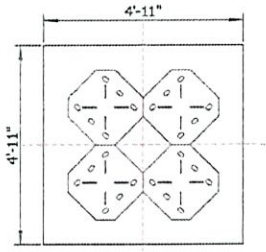


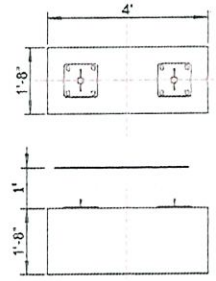




Footer Construction:

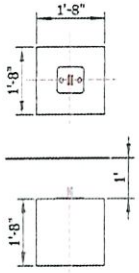
1. Excavate footer holes
2. Fill with concrete and level
3. Once concrete has cured, continue with assembly




FOOTER A DETAIL




FOOTER B DETAIL




FOOTER C DETAIL

Superior RECREATIONAL PRODUCTS a PLAYCORE company

KOR KAT PLAYGROUNDS & SITE AMENITIES

# Retro Rocker

90018204XX



## Product Description

Product Description:

With the two-way spring, the 2-Seat Retro Rocker promotes the development of strength and balance. With a use zone of 13 ft. by 17 ft., this eventful piece can fit smoothly into any play environment. Children ages 2 to 5 can enjoy this together, as it promotes social play!

**Quick Highlights:**
Use zone: 13 ft. x 17 ft.
Age range: 2-5 Years

## Color Options

To view all color options, visit us at srpplayground.com/playground-color-options.

## Warranty

To view our warranty information, visit us at srpplayground.com/playgrounds-warranty-breakdown.

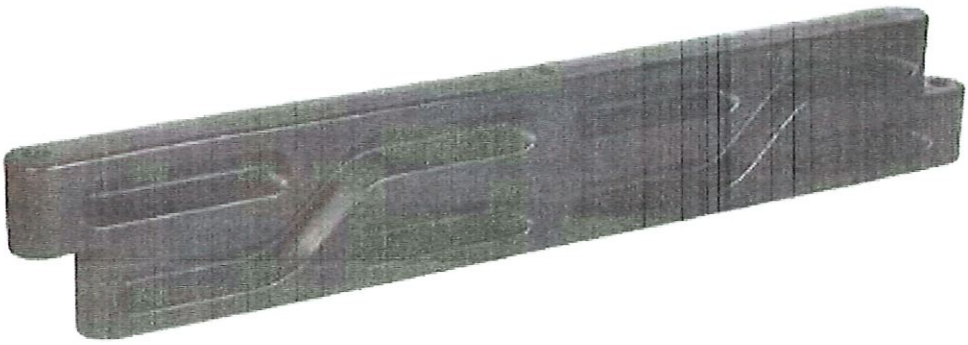


Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Superior
RECREATIONAL PRODUCTS

# Landscape Timber

90022004XX



## Product Description

Available Lengths:
4 ft.
6 ft.

## Color Options

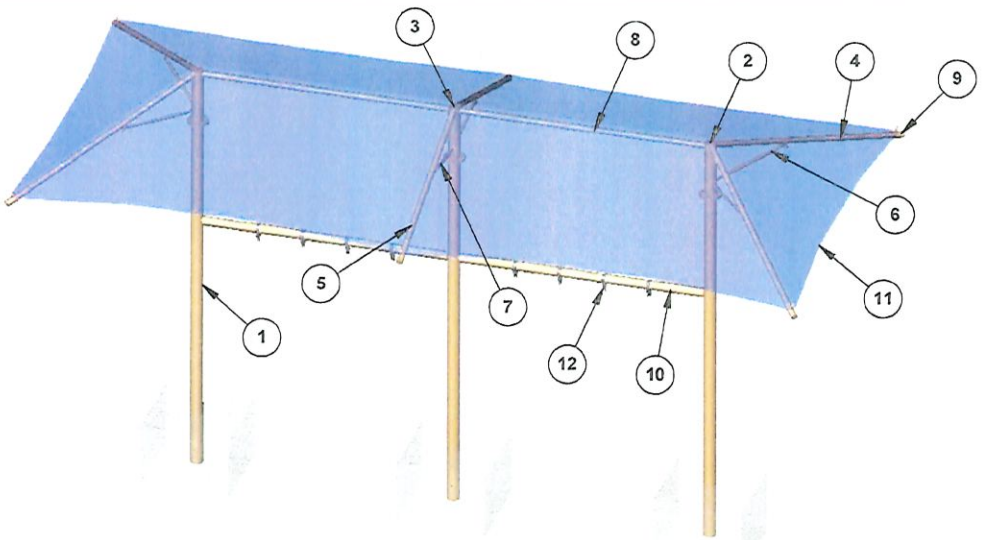
To view all color options, visit us at srpplayground.com/playground-color-options.

## Warranty

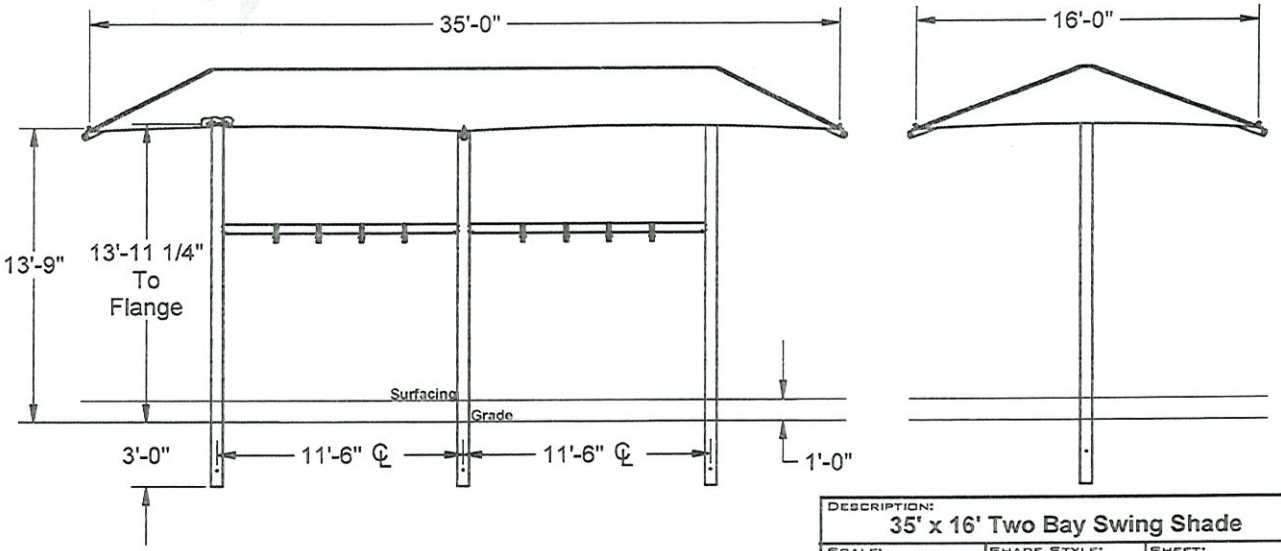
To view our warranty information, visit us at srpplayground.com/playgrounds-warranty-breakdown.



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)




| REF.# | PART DESCRIPTION | QTY. |
|---|---|---|
| 1 | Ø6 5/8" EMB Column With Flange | 3 |
| 2 | Ø6 5/8" Three Socket End Crown | 2 |
| 3 | Ø6 5/8" Four Socket Mid Crown | 1 |
| 4 | Ø3 1/2" Swaged End Rafter x 108 3/4" | 4 |
| 5 | Ø3 1/2" Swaged Mid Rafter x 84 3/4" | 2 |
| 6 | Ø1 7/8" Strut, Corner x 42 3/8" | 4 |
| 7 | Ø1 7/8" Strut, Mid x 33 1/8" | 2 |
| 8 | Ø3 1/2" Swaged Ridge Pole | 2 |
| 9 | Ø3 1/2" Glide Insert | 6 |
| 10 | Ø5" Swing Top Bar With Set Screws | 2 |
| 11 | Fabric Cover w/Cable Insert | 2 |
| 12 | Swing Hangers | 8 |
| 13 | Frame Hardware Kit | 1 |




SYMBOL KEY:

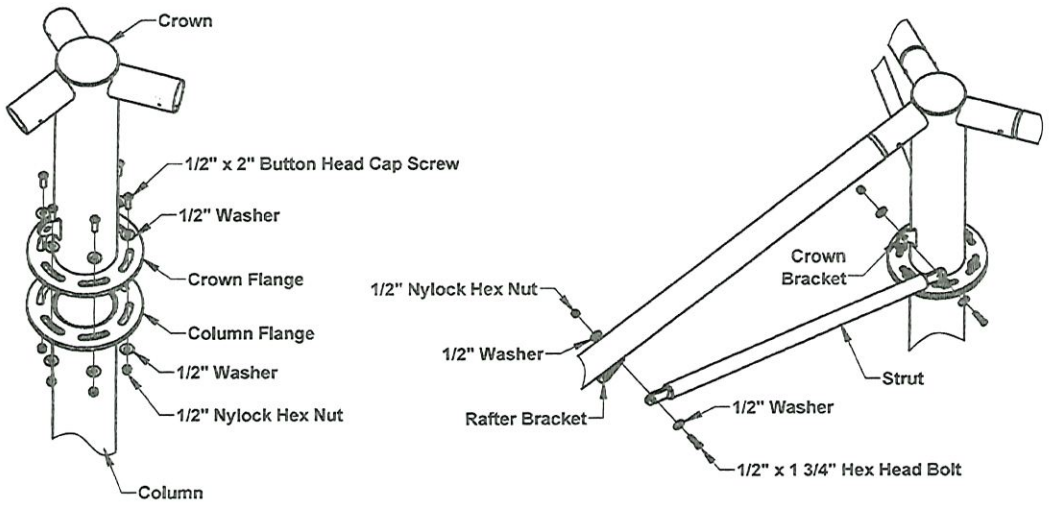
1 — ITEM NUMBER

1/3 — ITEM NUMBER OVER QTY.

**RSW3516G**

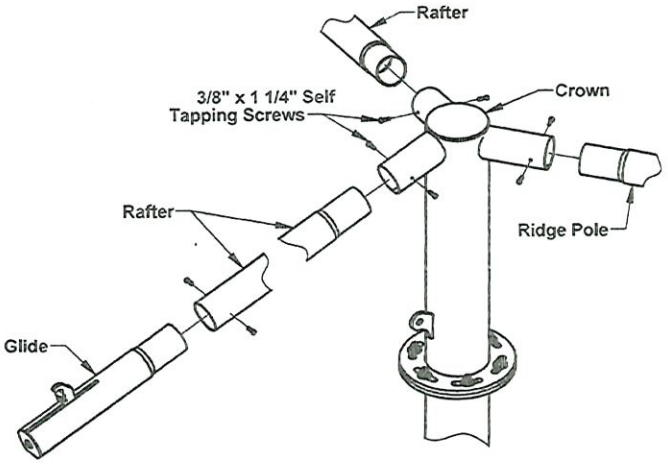
DESCRIPTION: 35' x 16' Two Bay Swing Shade

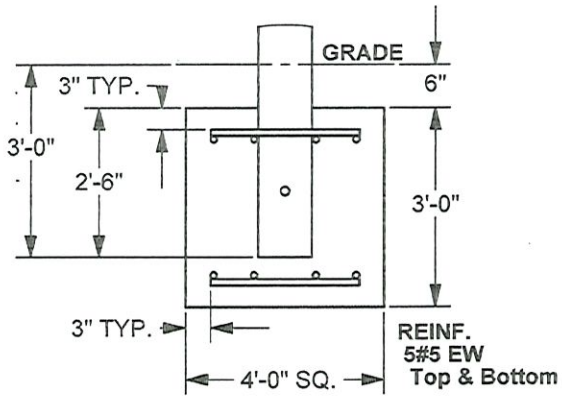
| SCALE: | SHADE STYLE: | SHEET: 1 OF 3 |
|---|---|---|
| DATE: | UNITS: INCHES / FEET | PROPOSAL NO: |










**FOOTING DETAIL**

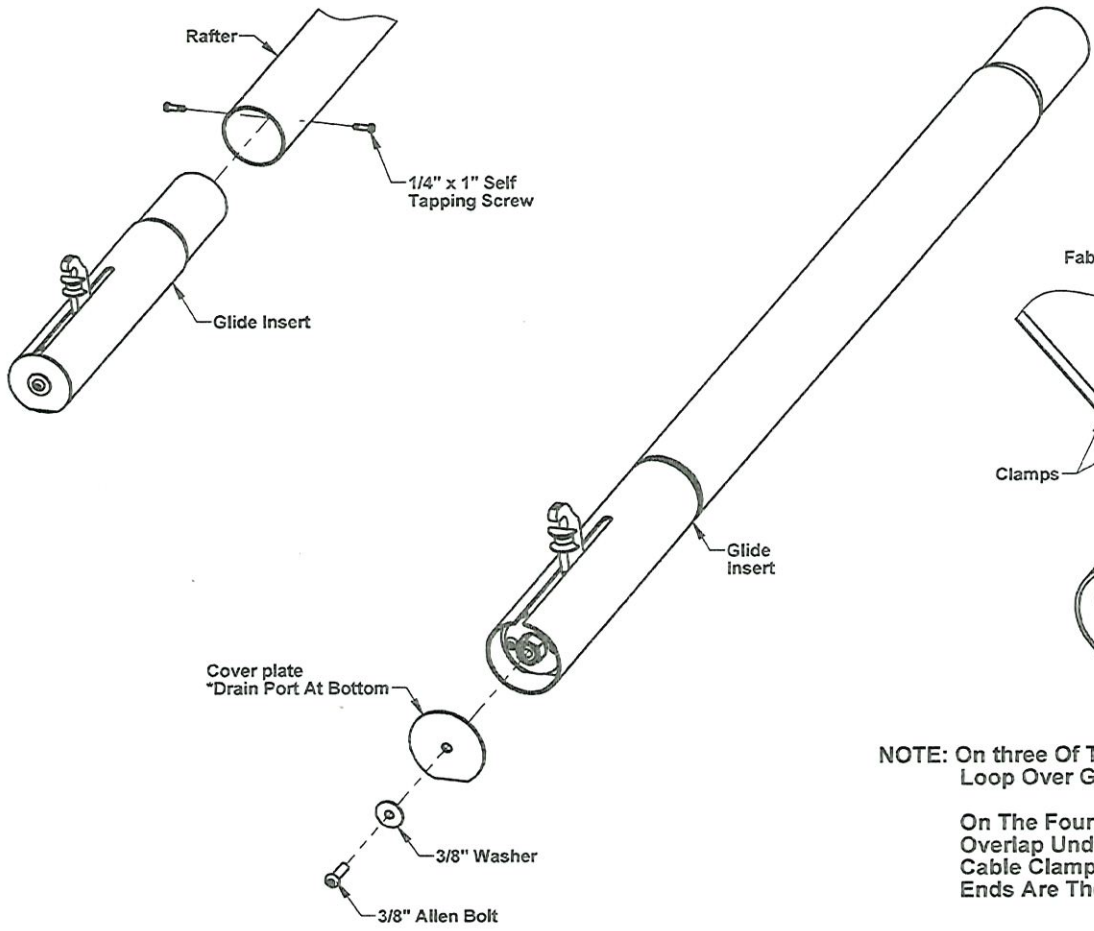
NOTE:
A Hole Is Provided At The Base Of Each Column For One #5 Rod

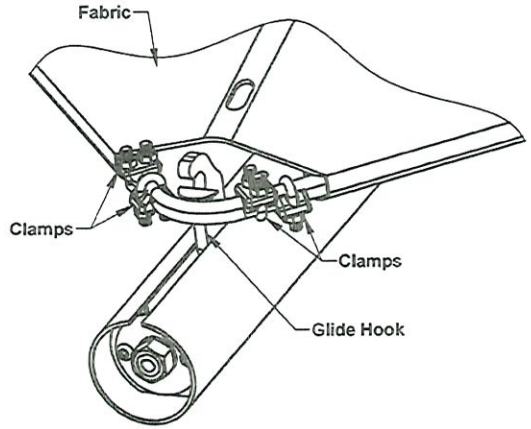
| DESCRIPTION: | SHEET: |
|---|---|
| Frame Details | 2 OF 3 |





Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)




NOTE: On three Of The Four Corners The Cable Will Loop Over Glide Hook Followed By Fabric.

On The Fourth Corner The Cable Ends Will Overlap Under Hook And Secured With TWO Cable Clamps On Both Sides Of Hook. Loose Ends Are Then Tucked Back Into Fabric Hems.

| SUPERIOR SHADE | DESCRIPTION: GLIDE DETAILS | SHEET: 3 OF 3 |
|---|---|---|



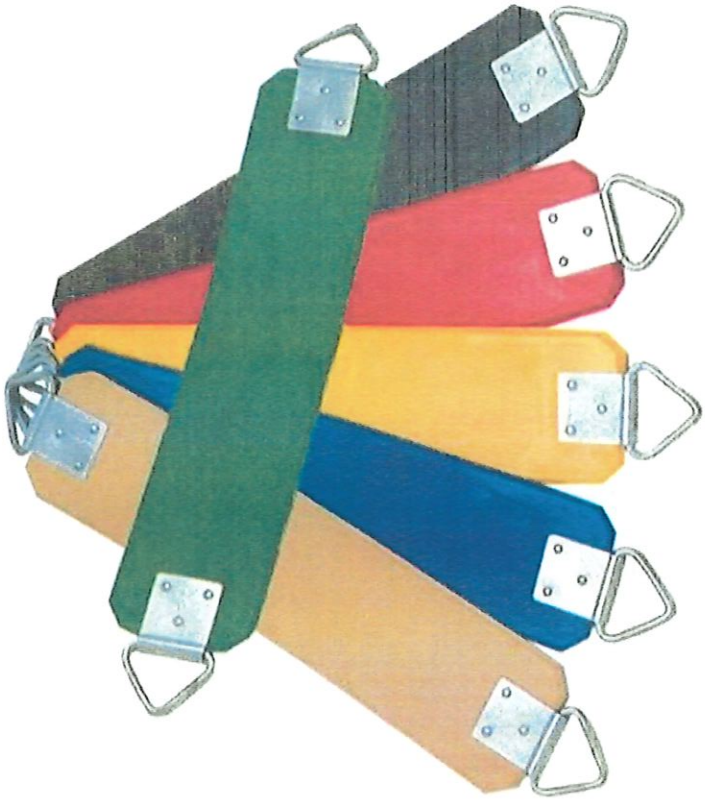
Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

KOR KAT
PLAYGROUNDS & SITE AMENITIES

# Swing Seat with Galvanized Chain

belt-seat-galvanized



## Product Description

Product Description:

These swing seats are flexible and comfortable for children ages 2 to 12 years old. The spring inserts hidden within the seat make it extremely rugged and ready to stand up for years of use on your playground.

**Quick Highlights:**

- Age Range: 2-12
- Weight Limit: 125 lbs.
- Colors: Red, Yellow, Green, Blue, Black, Tan
- Chain Type: Galvanized
- Chain Length: 8 ft
- Galvanized Triangle Hardware
- Clevises include
- **Sold as a Set of Two**

## Color Options

To view all color options, visit us at srpplayground.com/playground-color-options.

## Warranty

To view our warranty information, visit us at srpplayground.com/playgrounds-warranty-



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Full Bucket Swing Seat with Galvanized Chain

full-bucket-galvanized



## Product Description

Product Description:

Our full bucket seats are designed for children ages 6 months to 2 years and feature high backs for seating support for young children. Additionally, they include full stainless steel inserts to help prevent vandalism. These seats are sold as a set of two and include a 54" chain. Choose between red, yellow, green, blue, or black seat colors.

## Color Options

To view all color options, visit us at srpplayground.com/playground-color-options.

## Warranty

To view our warranty information, visit us at srpplayground.com/playgrounds-warranty-breakdown.



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

KOR KAT
PLAYGROUNDS & SITE AMENITIES

# Warranty & Color Options

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# We Make It *easy to buy*

Superior makes it easy to buy (no lengthly buying process!) by having a nationwide team of SRP Certified Partners and by having contracts with the following organizations.

## State-Specific Opportunities

NASPO ValuePoint SUPPLIER PARTNER

The NASPO ValuePoint Cooperative Purchasing Organization is available to all public agencies, institutes of higher education, political subdivisions, and, in some cases, non-profit organizations in states who have obtained a NASPO ValuePoint Participating Addendum. Currently, we have partnered with the following states under NASPO ValuePoint Master Agreement No.: 6482.

- Kansas
- Montana
- New Mexico
- New York
- North Dakota
- Oregon
- Oklahoma
- South Carolina
- South Dakota
- Utah
- Washington
- And More!

## For Businesses

NAVITAS CREDIT CORP

Navitas Credit Corporation is a nationwide direct lender with a focus on small and medium sized businesses. Navitas provides capital in the form of leases and loans to assist businesses in acquiring the equipment and financing they need to grow and stay competitive.

## For Government Entities

BuyBoard

BuyBoard is an online purchasing cooperative that gives its members best pricing on products, equipment, and services that they use every day. Members save time and resources because the competitive procurement process has already been completed. BuyBoard's nationwide members include those in public schools, municipalities, county government, and all types of local government agencies and non-profits.

HGACBuy.org THE SMART PURCHASING SOLUTION

HGACBuy is a cooperative purchasing network available to local governments, state agencies, and certain non-profit corporations nationwide. All products offered by HGACBuy have been awarded through a public competitive process. To become a member of HGACBuy and to view products like ours, visit hgacbuy.org.

GSA Advantage!®

GSA Advantage!® is an online cooperative purchasing program that provides access to thousands of products and services. State and local government entities can take advantage of this buying power to get you the best value and price.

## For Everyone

Our Certified Partners have extensive knowledge and training in all Superior products. Find your closest representative by visiting srpplayground.com and clicking "Contact a Rep."



# We Meet or Exceed *industry standards*

In our effort to provide quality and safe play products for children, our products meet or exceed the standards set forth by the below organizations. Additionally, we follow our own strict in-house standards and guidelines.

### International Play Equipment Manufacturers Association™

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA™) provides a third-party certification service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the standards below.

- ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- CAN/CSA-Z614-14, excluding clauses 9.8, 10, and 11, Children's Playspaces and Equipment

A list of current validated products may be viewed on their website at www.ipema.org. SRP is a member of this organization.

### American Society for Testing and Materials

The American Society for Testing and Materials (ASTM) is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM developed F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The current standard is F1487-21, published in 2021.

### U.S. Consumer Product Safety Commission

The U.S. Consumer Product Safety Commission (CPSC) presents safety guidelines through the publication of their Public Playground Safety Handbook. This handbook promotes greater safety awareness among those who purchase, install, and maintain public playground equipment. The handbook can be viewed on the CPSC's website, cpsc.gov.

### United States Access Board

The U.S. Access Board is a federal agency that promotes equality for people with disabilities. They've developed guidelines and standards for built environments, such as playgrounds.

### ISO 9001 and ISO 14001

ISO industry certification processes are issued by International Organization for Standardization. ISO 9001 is used to measure manufacturing standards and to certify company compliance with quality management systems covering design, development, production, installation, inspection, and testing. ISO 4001, also known as the "Green Certification," specifies the requirements of an organization having an environmental management system (EMS). SRP's steel playground line is manufactured in an ISO 9001 and ISO 14001 certified facility.

### PCI 4000

Certification by the Powder Coating Institute recognizes competency and processes in place to consistently produce high-quality powder coated products. PCI certification is the result of an extensive and rigorous audit process and SRP's steel playground manufacturing facility has this certification.

### In-House Standards

At Superior, we only use quality playground materials. Our playgrounds are proudly made in the USA and are built to last.

To ensure the safest play for your children, we offer:

- Quality control inspection on all parts and shipments
- All products must pass inspection in our IPEMA Certified In-House Testing Facility
- In-house production of most products
- All products meet or exceed CPSC, ASTM, and ADA Safety Guidelines
- On-staff CPSI certified employees
- Local field factory trained installation technicians
- Direct connect component attachment system
- Products constructed from Allied's heavy-wall galvanized steel tubing, which is protected by Allied's patented Flo-Coat® process that uses triple-coat corrosion protection (zinc, conversion coating, and clear topcoat) to provide a smooth, shiny appearance that is unmatched in strength and durability

## We Use Quality Playground Materials

Learn more about the materials we use in our playgrounds by visiting srpplayground.com/playground-materials.



Packet Pg. 501

5.1.n

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Our Leading warranty

Our warranty guarantees years of unlimited fun. **View our full warranty by visiting us online at srpplayground.com/warranty.**

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, and has been subjected only to normal use and exposure.

- Lifetime* Warranty on playground steel and recycled posts, all stainless steel hardware, e-line fittings, and aluminum post caps
- 20-Year Limited Warranty on steel Shade structures
- 15-Year Limited Warranty on playground pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks, and recycled decks
- 10-Year Limited Warranty on shade fabric and Ascend Rope Climber cable breakage
- 5-Year Limited Warranty on powder coat and netting cable
- 3-Year Limited Warranty on electronic play and Ascend Rope Climber flexible rubber belting
- 1-Year Limited warranty on moving parts, Shade cable, and materials not covered above

**Limited Warranty: Structural Steel**

SRP offers a *Lifetime limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, diameter reprated at 50% for the second ten years and 25% from there on. Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

**Limited Warranty: Powder Coat**

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch up immediately and cosmetically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

This Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coating shall retain their original color within a ΔE of ≤2.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of ≤5.0 units for low chroma colors when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 4214-07.

**Stainless Steel Series (Powered by Playdale Playgrounds)**

Playdale Playgrounds warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with the published specifications. This warranty shall commence on the date of the invoice and terminate at the end of the period on the full warranty statement. The warranty is valid only if the products are installed properly and in conformance of the specifications, installation guides, Playdale Playgrounds design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions. Playdale Playgrounds reserves the right to accept or reject any claim in whole or in part. Playdale Playgrounds will not accept the return of any product without prior approval by Playdale management.

**Electronic Play**

SRP guarantees the speakers, sound chips, and circuit boards used in the production of the electronic play products for 3 years, against electronic failure caused by manufacturing defects. This guarantee does not include failure as a result of any form of misuse, vandalism or neglect including, but not limited to accidental damage while changing the batteries or servicing the internal electronics, a failure to follow the battery replacement guide, the troubleshooting guide, or the care and maintenance instructions for the electronics unit.

**Pricing, Cancellation, Return, and Shipping Policies**

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice. To view our return policy, please visit superrecreationalproducts.com/returns. For information on Return Material Authorizations, please call 1.800.327.9774. To view our shipping policy, please visit superrecreationalproducts.com/shipping. For any further information, please call 1.800.327.9774.

*After the purpose of this warranty, lifetime encompasses no specific term of years, but rather, that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse, or abuse, altered or modified parts, or acts of God, damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is void only if the structures are installed in conformity with or structures provided by Superior Recreational Products (seller) using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the distributor that it first sold them to, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be made within the applicable warranty period and accompanied by a valid proof of invoice number.



## Color Options

### Metal Colors

Gloss




Matte or Metallic




### Plastic Colors




### Activity Panel & Panel Colors

Solid Core




Sandwich Core




### Shade Colors | More Available!




### Steel Deck Colors




### Recycled Deck & Post Colors




*May affect delivery lead time.

### Ascend Rope Colors




### Belt Seat Colors



## Color Schemes



**Succulent**
- Champagne
- Royal Purple
- Light Green
- Steel Gray

NEW! Shade Color Recommendation



**Nature Trail**
- Brown
- Beige
- Spring Green
- Orange
- Beige



**Earth**
- Spring Green
- Blue
- Beige
- Brown
- Pivergum Green



**Wilderness**
- Green
- Beige
- White
- Light Green
- Brown
- Forest Green



**Terra**
- Burgundy
- Beige
- Spring Green
- Beige



**Forest**
- Burgundy
- Beige
- Green
- Beige



NEW! **Espresso**
- Vanilla
- Brown
- Beige
- Cream



**Northern Lights**
- Dark Blue
- Champagne
- Black
- Light Green
- Silver



**Deep Ocean**
- Bronze
- Champagne
- White
- Sky Blue
- Blue
- Silver



**Modern Marsh**
- Champagne
- Green
- Spring Green
- Bronze
- Pivergum Green



**Galaxy**
- Dark Blue
- Butterscotch
- Champagne
- Black
- Midnight



NEW! **Monarch**
- Champagne
- Black
- Orange
- Yellow
- Yellow



**Electric**
- Chartreuse
- Champagne
- Blue
- White
- Silver



**Santorini**
- Blue
- Champagne
- Vanilla
- Beige
- Beige



NEW! **Wisteria**
- Champagne
- Periwinkle
- Royal Purple
- Yellow
- Purple



NEW! **Cosmos**
- Champagne
- Chartreuse
- Royal Purple
- Sky Blue
- True Blue



NEW! **Pistachio**
- Vanilla
- Chartreuse
- Burgundy
- Beige
- Lime



NEW! **Oasis**
- White
- Blue
- Spring Green
- Orange
- True Blue



**Circus**
- Red
- Yellow
- Sky Blue
- Yellow



**Eclectic**
- Chartreuse
- Orange
- Burgundy
- Champagne
- Steel Gray



**Spring Bloom**
- Sky Blue
- White
- Spring Green
- Orange
- Pivergum Green



**Spring Storm**
- Champagne
- Spring Green
- Sky Blue
- Black
- Lime



**Reptile**
- Metallic
- Yellow
- Spring Green
- Red
- White
- Pivergum Green



**Van Gogh**
- Bronze
- Metallic
- Champagne
- Periwinkle
- Steel Gray







Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

KOR KAT
PLAYGROUNDS & SITE AMENITIES

# Required Bid Documents

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 30 00**
**PROPOSAL**

**FOR**

**CITY OF HOLLY HILL**

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

**BID NO. 25-BG-10**

**(To be completed in Duplicate)**

Bidder's Name: Lanier Plans, Inc dba KorKat

Submitted: February 7th , 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One hundred and two thousand, nine hundred fifty two and forty cents

(In Words)

Dollars $ 102,952.40 (In Figures)

**COMPLETION TIME OF CONTRACT**

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

## REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## ACKNOWLEDGMENT OF ADDENDA

**Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project.** Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 1/29/25 Addendum No.Dated: _____
Addendum No. 2 Dated: 1/31/25 Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the N/A Bank of _____ or Bid Bond for the sum of _____Dollars (_____),

made payable to _____(Owner).

Lanier Plans, Inc dba KorKat
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

CEO
(Title of Officer)

Lanier Plans, Inc dba KorKat
Name of Bidder

221 Cable Industrial Way
Address

Carrollton, GA. 30117
City/State/Zip

770-214-9322
Telephone

General Contractors License - GC1515875, State Local busisness license # 000791
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Shane Lanier / CEO
221 Cable Industrial Way Carrollton, GA 30117

END OF SECTION



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. Lanier Plans, Inc dba KorKat

B. Permanent main office address. 221 Cable Industrial Way Carrollton, GA 30117

C. When organized. 02/12/2003

D. If a corporation, where incorporated. Secretary of State - Georgia

E. How many years have you been engaged in the contracting business under your present firm or trade name? 21+ years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached

G. General character of work performed by your company Playgrounds, Site Amenities, Shade, Shelter, Splas Pads, Waterslides, Indoor Playgrounds

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment Trucks, Trailers, Earthmoving Equipment (skidsteer, mini excavator, forklift, Lull).

L. Experience in construction work similar in type to this project. KorKat has GC license in 4 states with 21 years of construction exp.

M. Background and experience of the principal members of your organization, including the officers. See attached "Key Personnel"

N. Credit available: $ 3.7 million



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: SouthState Bank – Cher McClung, Vice President 770-834-6800
United Community Bank – Kirby Butler, Sr. Vice President 770-830-5120
Bank OZK – Sheryl Williams, Vice President 770-832-3557

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes, per request

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 16th day of January, 2025.

Shane Lanier
Name of Bidder
By: [signature] CEO
Title

State of Georgia

County of Carroll

Shane Lanier being duly sworn deposes and says

that he is the CEO of Lanier Plans, Inc dba KorKat and that

the answers to the City of Holly Hill, Florida foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 16th day of January, 2025.

[signature]
Notary Public

[signature]
Notary Public (Print or Type) My commission expires: 9/24/2025

LESLIE NICOLE DAVIS
NOTARY PUBLIC
My Commission Expires
09-24-2025
CARROLL COUNTY, GEORGIA



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

N/A-NO SUBCONTRACTORS

## SECTION 00 33 00
## LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

| SUBCONTRACTOR | COMPANY NAME | REFERENCES |
|---|---|---|
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |

END OF SECTION



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 25-BG-10 for Playground System, Mulch and Border.

This sworn statement is submitted by Lanier Plans, Inc dba KorKat whose business address is 221 Cable Industrial Way Carrollton, GA 30117 and (if applicable) its Federal Employer Identification Number (FEIN) is 86-1063618. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Shane Lanier any my relationship to the entity named above is CEO.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_✓_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

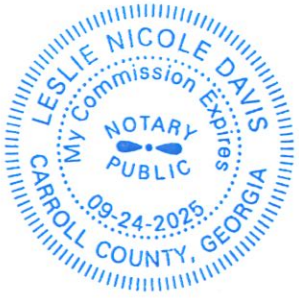
(Signature) _____ Date: 1/16/2025

State of Georgia County of Carroll

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Shane Lanier who, after first being sworn by me, affixed her/his signature in the space provided above on this 16th day of January, 2025.

Notary Public

My Commission Expires: 9/24/2025




Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 48 00**
**ANTI-COLLUSION STATEMENT**

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Lanier Plans, Inc dba KorKat

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: CEO

ADDRESS: 221 Cable Industrial Way

CITY AND STATE: Carrollton, GA. 30117

TELEPHONE: 770-214-9322

COMPLETION TIME: 16 weeks - depending on permitting.

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 50
# DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 60

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

### Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

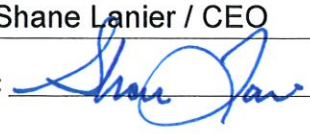
A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Lanier Plans, Inc dba KorKat

Authorized representative (printed): Shane Lanier / CEO

Authorized representative (signature): 

Date: 1/16/2025

END OF SECTION



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Lanier Plans Inc.

2 Business name/disregarded entity name, if different from above.

KorKat

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

221 Cable Industrial Way

Requester's name and address (optional)

6 City, state, and ZIP code

Carrollton, GA 30117

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | - | | | - | | | | |

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 6 | - | 1 | 0 | 6 | 3 | 6 | 1 | 8 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person [signature] Date 1/30/2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Lanier Plans, Inc dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117

Consultant/Contractor Name and Address

Signature

Shane Lanier / CEO

Name and Title

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 65 00**
**CERTIFICATE OF INSURANCE**
**FOR**
**PUBLIC LIABILITY AND PROPERTY DAMAGE**

This is to certify Lanier Plans, Inc dba KorKat Company has issued to Sterling Seacrest Pritchard, Inc, of the City of Atlanta, State of Georgia,

the following policy or policies; Public Liability Policy No. 435BG02526-04 effective on, 4/15/24 - 4/15/25

EACH OCCURRENCE - 1,000,000
DAMAGE TO RENTED
PREMISES (Ea occurrence) - 100,000
PRODUCTS - COMP/OP AGG $2,000,000
GENERAL AGGREGATE $2,000,000
PERSONAL & ADV INJURY $1,000,000
MED EXP (Any one person) $5,000

_____. 20___, limits_____,

Property Damage Policy No. 435BG02526-04 effective on 4/15, 2024 and expiring 4/15/25

EACH OCCURRENCE - 1,000,000
DAMAGE TO RENTED
PREMISES (Ea occurrence) - 100,000
PRODUCTS - COMP/OP AGG $2,000,000
GENERAL AGGREGATE $2,000,000
PERSONAL & ADV INJURY $1,000,000
MED EXP (Any one person) $5,000

on_____, 20___, limits_____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and City of Holly Hill, Florida, in writing thirty (30) days prior to cancellation of the policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

00 65 00

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 66 00
# AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Georgia

County of Carroll

Lanier Plans, Inc dba KorKat being duly sworn according to law, deposes and says (it, he, they) ha_ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the Sterling Seacrest Pritchard, Inc. Company, under the terms of Policy No. 6738359 for a period from 4/15, 20 24 to 4/15, 20 25.

WITNESS: Deana Patrick

CONTRACTOR:

By

Title CEO

Sworn to and subscribed before me this 16th day of January, 2025.

Notary Public

Leslie N Davis

Notary Public (Print or Type)

My Commission Expires: 9/24/2025

LESLIE NICOLE DAVIS NOTARY PUBLIC My Commission Expires 09-24-2025 CARROLL COUNTY, GEORGIA

END OF SECTION



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# CITY OF HOLLY HILL, FLORIDA
# INSURANCE REQUIREMENTS CHECKLIST
# CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

| | | | Minimum Limits Required | |
|---|---|---|---|---|
| X | General Liability | | | |
| | X | Commercial General Liability | $ 2,000,000 | General Aggregate |
| | X | Occurrence Form | $ 1,000,000 | Product/Completed Operations Agg. |
| | ___ | _____ | $ 1,000,000 | Personal & Advertising Injury |
| | ___ | _____ | $ 1,000,000 | Each Occurrence |
| | ___ | _____ | $ 100,000 | Fire Damage Pump Stations |
| X | Automobile Liability | | | |
| | Owned, Hired & Non-Owned | | $ 1,000,000 | Combined Single Limit per Occurrence |
| X | Worker's Compensation and Employer's Liability | | Statutory | |
| | | | $ 100,000 | Each Accident |
| | | | $ 500,000 | Disease - Policy Limit |
| | | | $ 100,000 | Disease - Each Employee |

___ Professional Liability - Errors & Omissions (*To be completed by Bidder)

* Deductible: $_____ $_____ Aggregate *
Claims Made (Y/N):_____ $_____ Each Claim
*Occurrence (Y/N):
*Defense included in Limits (Y/N):

X Builder's Risk/Installation Floater (*To be completed by Bidder)

* Flood included $_____ Limit $_____ 100% of Completed or Installed Value, All-Risk Form

* Transportation included $_____ Limit
* Storage included $_____ Limit
City must be a named insured. Copy of policy will be required.

___ Other

_____ $

_____ $

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature A complete copy of this form with original signature must accompany bid.



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 66 50**
**CERTIFICATE OF INSURANCE FOR**
**WORKMEN'S COMPENSATION**

This is to certify that Sterling Seacrest Pritchard, Inc., Company has issued to Lanier Plans, Inc dba KorKat, of the City of Carrollton, State of Georgia,
the following policy or policies: Workmen's Compensation and Employer's Liability
Policy No.
6738359 effective on 4/15, 20 24.
Reference Policy No. 6738359 effective on 4/15,
2024 and expiring on 4/15, 2025 re
limits 1,000,000.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the City of Holly Hill in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION



Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

KOR KAT
PLAYGROUNDS & SITE AMENITIES

# License / Certifications

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## GUNTER, TITUS DANIEL

KORKAT
2627 BELFORT RD
JACKSONVILLE FL 32216

**LICENSE NUMBER: CGC1515875**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

KOR KAT
PLAYGROUNDS & SITE AMENITIES

# Certificate of Insurance

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Sterling Seacrest Pritchard, Inc.
2500 Cumberland Pkwy
Suite 400
Atlanta GA 30339

License#: 70726

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 678-424-6500 **FAX (A/C, No):**
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Frankenmuth Insurance Co | 13986 |
| INSURER B : Burlington Insurance Company | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Lanier Plans, Inc dba KorKat
221 Cable Industrial Blvd
Carrollton GA 30117-5290

LANIPLA-01

**COVERAGES** **CERTIFICATE NUMBER:** 697433282 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | 435BG02526-04 | 4/15/2024 | 4/15/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | 6738360 | 4/15/2024 | 4/15/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ | | | 435BE01979-04 | 4/15/2024 | 4/15/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 6738359 | 4/15/2024 | 4/15/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Business Auto Liability:
19348 08 22 - Additional Insured, Waiver of Subrogation, & Primary & Non-contributory
Workers Compensation:
WC 00 03 13 - Waiver of Our Right to Recover from Others Endorsement
General Liability:
CG 20 37 07 04 - Blanket Additional Insured - Completed Operations
CG 20 37 12 19 - Blanket Additional Insured - Ongoing Operations
CG 24 04 12 19 - Blanket Waiver of Subrogation
See Attached...

**CERTIFICATE HOLDER**

City of Holly Hill, Florida
1065 Ridgewood Avenue
Holly Hill FL 32117
United States

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

AGENCY CUSTOMER ID: LANIPLA-01
LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Sterling Seacrest Pritchard, Inc. | Lanier Plans, Inc dba KorKat<br>221 Cable Industrial Blvd<br>Carrollton GA 30117-5290 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

IFG-I-0155 11 00 - Notice of Cancellation
IFG-G-0094 03 17 - Primary & Non-Contributory
Excess Liability:
IFG-FX-0001 07 17 - Commercial Excess Liability Coverage Form

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DIAMOND AUTO PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the provisions applying to the Business Auto Coverage Form, except as described below.

## SECTION 1 – WHO IS AN INSURED EXTENSIONS AND ADDITIONAL INTEREST COVERAGES

**A. SECTION II – LIABILITY COVERAGE, Paragraph A. Coverage, 1. Who Is An Insured** is changed by adding the following:

**1. Subsidiaries As Insureds**

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Coverage. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.

**2. Automatic Insured Status for Newly Formed or Acquired Organizations**

Any organization that is newly acquired or formed by you and over which you maintain majority ownership will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

**b.** Coverage does not apply to:

**(1)** Newly formed or acquired joint ventures or partnerships;

**(2)** "Bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization; and

**(3)** Any insured under any other automobile liability policy or would be an insured under such a policy but for the termination of coverage or the exhaustion of policy liability limits of insurance.

**3. Employees as Insureds**

Your "employees" are insureds while using a covered "auto" in your business or your personal affairs, provided you do not own, hire, or borrow that "auto".

**4. Hired Auto Liability For Employees**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**5. Automatic Additional Interest**

Any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident".

This person or organization is an Additional Insured to the extent you are liable for an "accident" caused in whole or in part, using a covered "auto" being driven by you or any "insured".

**B. Primary and Noncontributory – Other Insurance Condition**

**SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.5. Other Insurance Condition** is changed. The following is added to the and supersedes any provision to the contrary:

**1.** This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

**a.** The Additional Insured is a Named Insured under such other insurance; and

**b.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

2. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as additional insured on other policies.
3. The most we will pay on behalf of the Additional Insured is the amount of insurance required in writing in a contract or agreement; or available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

**C. Automatic Waiver of Transfer of Rights of Recovery Against Others To Us**

Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – BUSINESS AUTO CONDITIONS** is changed with the addition of the following:

**The Transfer of Rights Of Recovery Against Others To Us Condition** does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or written agreement with such person(s) or organization(s); and
2. Prior to the "accident" or the "loss".

## SECTION 2 – LIABILITY EXTENSIONS AND ADDITIONAL COVERAGES

**A. Bodily Injury Coverage Extension – Mental Anguish**

**SECTION V – DEFINITIONS, C. "Bodily Injury"** is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness, or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness, or disease.

**B. Certain Trailers And Temporary Substitute Autos Coverage Extension**

**SECTION I – COVERED AUTOS,** Paragraph **C.1.** is changed by the following:

Gross Vehicle Weight Rating of 3,000 pounds is deleted and replaced with Gross Vehicle Weight Rating of 5,000 pounds.

**C. Coverage for Certain Operations In Connection with Railroads**

With regards to the use of covered "autos" in operations for or affecting a railroad:

1. **SECTION V – DEFINITIONS, H.** "Insured contract", **3.** is deleted and replaced by the following:
   **3.** An easement or license agreement;
2. **SECTION V – DEFINITIONS, H.** "Insured contract", **a.** is deleted.

**D. Covered Autos Coverage Extension**

If **SECTION 1 COVERED AUTOS** is provided as Symbol 1 Any "Auto" then any "auto" includes mobile equipment subject to compulsory or financial responsibility or other motor vehicle insurance law only.

Covered mobile equipment includes only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

**E. Drive Other Car – Automatic Coverage for Executive Officers**

1. Changes in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**
   **a.** If Covered Auto Liability, Auto Medical Payments, Comprehensive, Specified Causes of Loss, Collision, or Uninsured and Underinsured Motorist is shown in the Declarations for any private passenger auto, then the same type of coverage is provided for Drive Other Car – Automatic Coverage for Executive Officer.
   **b.** Any "auto" you don't own, hire, or borrow is a covered "auto" while being used by any "executive officer" or by his or her spouse while a resident of the same household except:
      **(1)** Any "auto" owned by that "executive officer" or by any member of his or her household.
      **(2)** Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing, or parking "autos".

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

 Includes copyrighted material of Insurance Services Office, Inc., with its permission. 

Policy No. 6738359 Agent No. 0100088

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 03 13**
(Ed. 4-84)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

**WC 00 03 13**
(Ed. 4-84)

Attachment: Exhibit N - Kor Kat Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)




# PROPOSAL FOR THE CITY OF HOLLY HILL FOR DESIGN, PERMITTING, AND INSTALLATION OF 7TH STREET NEIGHBORHOOD PARK PLAYGROUND

## BID NO. 25-BG-10

**Steve Juengst**
**1065 Ridgewood Avenue**
**Holly Hill, FL 32117**
**386-248-9463**
**sjuengst@hollyhillfl.org**

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

MIRACLE RECREATION EQUIPMENT COMPANY
878 E HIGHWAY 60
MONETT, MISSOURI 65708 USA
TOLL FREE: 1-800-523-4202
PHONE: 417-235-6917 ● FAX: 417-235-6816
WORLD WIDE WEB: http://www.miracle-recreation.com




COMMERCIAL PLAYGROUNDS ● FIT
ROPE CLIMBERS ● BOULDER CLIMBERS
CLIMBERS, SPRING RIDERS & WHIRL
PICNIC TABLES, BENCHES & GRILLS ● SLIDES & SWING
BASKETBALL GOALS, BACKSTOPS & SOCCER GOAL
BLEACHERS & PLAYER BENCHE
POOL SLIDE

MILLER RECREATION EQUIPMENT & DESIGN
CUTLER BAY, FL 33157
941-792-4580
mrecfla@gmail.com

February 5, 2025

STEVE JUENGST
CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

Dear Mr. Juengst,

Thank you for the opportunity to present the enclosed proposal. Our goal is to offer exceptional service from design through installation. It has been exciting to work with you on the design of this project, and we look forward to helping you make this design a reality.

The cost breakout for this proposal is as follows:

| | |
|---|---|
| Miracle playground products: | $92,577.00 |
| Discount: | $29,773.00 |
| Discounted total: | $62,804.00 |
| Freight: | $4,867.04 |
| Installation: | $22,029.00 |
| Products by Others: | $11,625.00 |
| Total: | **$101,325.04** |

A variety of materials regarding our play equipment and services is enclosed for your review. If you have any questions or need further information, please do not hesitate to give us a call.

Sincerely,

Joseph C. Miller, Jr.
Miracle sales representative and
owner of Miller Recreation Equipment & Design, Inc.

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

PROPOSAL FOR CITY OF HOLLY HILL
FOR DESIGN, PERMITTING, AND INSTALLATION OF
PLAYGROUND EQUIPMENT
FOR 7TH STREET NEIGHBORHOOD PARK

OVERVIEW

The project for the 7TH Street Neighborhood Park is to provide a playground design, equipment, installation, and safety surfaces in accordance with the criteria specified in the RFP for the CITY OF HOLLY HILL BID. The city prefers EWF surfacing as their surface of choice. The playground includes an ADA ramp, an entrance ramp off of the sidewalk.

Miracle can meet the project completion timeline once the playground equipment is delivered to the site and there are no weather delays or back orders. Once the order is placed, the lead time for delivery is 4 weeks.

The post and clamp materials are aluminum, and the hardware is stainless steel. The slides are plastic too.

Completion Construction is familiar with the Davis Bacon Act. They will comply with the documents and payroll procedures required by the Davis Bacon Act.

The playground is designed for ages 5 to 12. The playground complies with and meets the present ADA guidelines for playground equipment.

**DEMONSTRATE PROPOSAL QUALIFICATIONS**

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

A. Miracle Qualifications and Experiences are enclosed.
B. Miller Recreation Equipment & Design, Inc. Qualifications and Experiences are enclosed.

**Scope of Work**

1. The city will remove the existing equipment and mulch material from the existing site.

2. The playground design complies with the Consumer Product Safety Commission Guidelines for Playground Equipment, (CPSC), the American Disabilities Act, (ADA) and the American Society of Testing and Materials standards, (ASTM). Miracle is a member in good standing of the International Play Equipment Manufacturers Association, (IPEMA).

3. Signed and Sealed drawings will be provided and signed by a Florida registered engineer.

4. Completion Construction is a certified Miracle installer.

5. Miracles and Labor warranty are enclosed.

6. Miracle evidence of insurance is enclosed.

7. The proposal includes hiring Bloodhound Company to locate the underground utilities.

8. The proposal is just that, a proposal. If selected, the customer can make changes to the proposal within the proposed budget.

9. A 4’ orange safety fence will be installed around the play area. We request the owner provide a signed closing the playground due to construction.

10. A playground signage is included in the proposal for rules.

11. There are no monkey bars included in the proposal.

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

12. The quote enclosed shows a detailed description of the components, costs, installation, taxes, and other expenses as required by the RFP.

## Playground Material

The proposal includes ADA EWF (Engineered Wood Fiber) surface for the playground.

## List of Manufacturers

Playground Equipment is manufactured by Miracle Recreation Equipment Company in Monett, Missouri. (Made in the USA) Letter included with these documents.
The equipment components will be itemized on the quote.

The Fibar Group will provide the EWF. The timbers will be provided by APS.

## Equipment Breakdown

The playground consists of (8) elevated play components, (2) below deck play activity and (2) ground level play activities. All play components are accessible and meet ADA guidelines. There are (5) triangle decks and (1) hex deck. The playground can accommodate 75 to 100 children.

## Name of the Contractor and Subcontractors

Dearth Custom Construction – Ronald Dearth, No. CBC028120

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## Project Team/Organization

Miller Recreation will be the lead agency for the Holy Hills project. All communications will come from our office.

Playground Installation will be provided by Dearth Custom Construction.

Miracle Recreation Equipment Company will provide the playground equipment. Invoices will be sent by Miracle.

| | |
|---|---|
| Project Manager | Joe Miller, Miller Recreation |
| Project Administrator | Joe Miller, Miller Recreation |
| Project Coordinator | Ashley Fernandez, Miller Recreation |
| Construction Supervisor | Billy Ryan, Ryan Maintenance |

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - C2BG)



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18: 7Th Street Park Playground - CDBG)



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



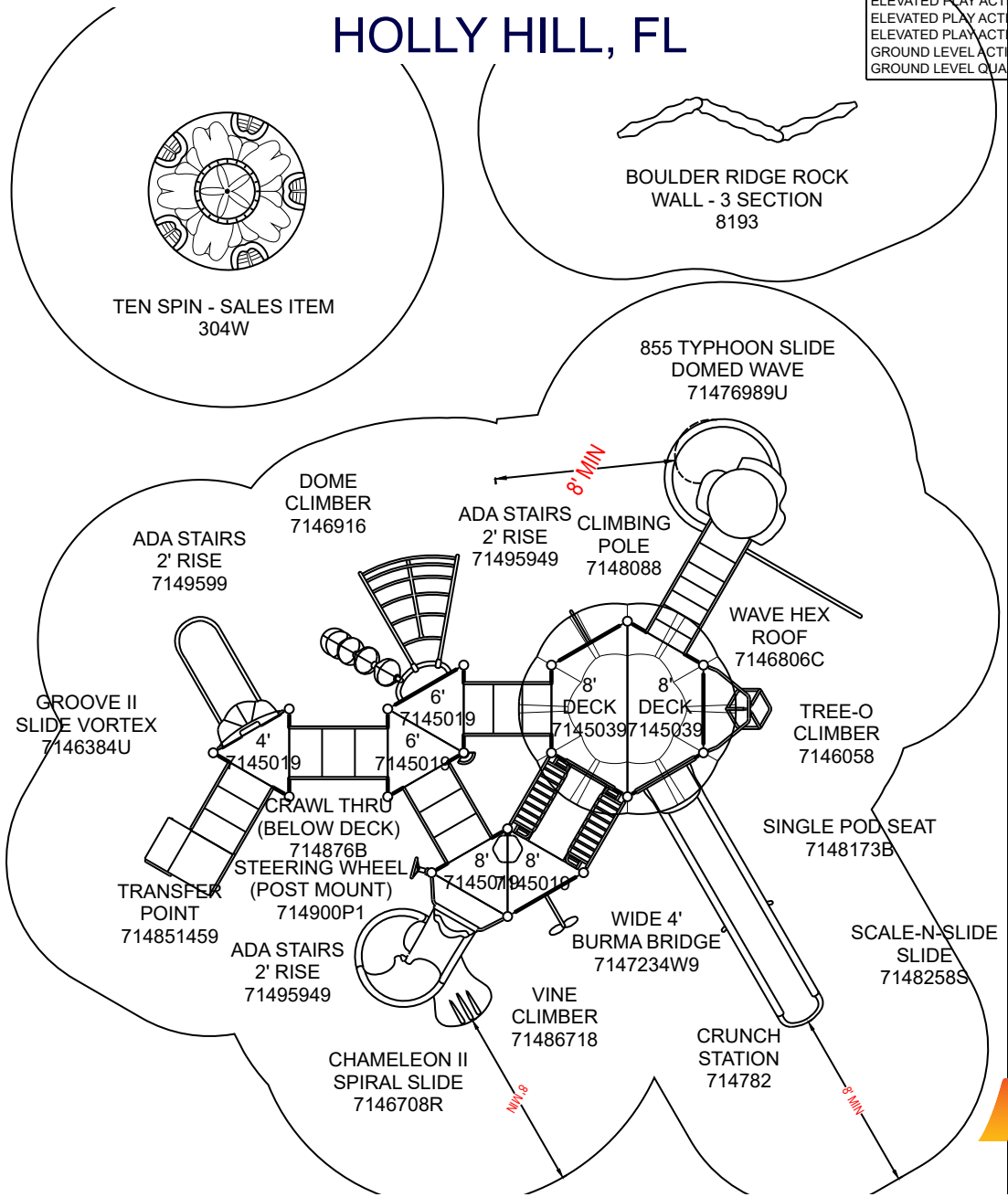
Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - C0B0)

# 7th STREET NEIGHBORHOOD PARK
# HOLLY HILL, FL

AGE GROUP: 5-12

| | | | | |
|---|---|---|---|---|
| ELEVATED PLAY ACTIVITIES - TOTAL: | 9 | | | |
| ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER: | 4 | REQ'D | 5 | |
| ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP: | 0 | REQ'D | 0 | |
| GROUND LEVEL ACTIVITY TYPE: | 4 | REQ'D | 3 | |
| GROUND LEVEL QUANTITY: | 5 | REQ'D | 3 | |

5-12 YEARS




IPEMA CERTIFIED TO ASTM F1487
To verify product certification, visit www.ipema.org

Miracle

MILLER RECREATION EQUIPMENT & DESIGN, INC.
7745 S.W. 193rd Lane
Cutler Bay,FL
PHONE NO: (941) 792-4580
FAX NO:

R0003_45691426081

GROUND SPACE: 35'-6" x 43'-6"
PROTECTIVE AREA: 45'-6" x 57'-6"
DRAWN BY: Susan Miller
DATE: 2/3/2025

✓ 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 TH PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFOR TO THE REQUIREMENTS OF ASTM F1487.

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

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 30 00
# PROPOSAL

## FOR

## CITY OF HOLLY HILL

## 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

## BID NO. 25-BG-10

**(To be completed in Duplicate)**

Bidder's Name: Miracle Recreation Equipment Compar

Submitted: February 5, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One hundred and one thousand, three hundred twenty-five dollars and four cents

(In Words)

Dollars $ 101,325.04 (In Figures)

## COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

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

QUOTE: R0093250016

Project: R0093_45678606387_11

**Prepared For:**

STEVEN JUENGST

CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117
(386) 248-9463 (phone)
sjuengst@hollyhillfl.org

**Project Name & Location:**

Attn: 7TH STREET PARK
787 CENTER AVENUE
HOLLY HILL, FL 32117

**Prepared by:**

Miller Recreation Equipment & Design

7745 S.W. 193rd Lane
Cutler Bay, FL 33157 USA
(941) 792-4580 (phone)
mrecjm12@gmail.com

**Ship To Address:**

7TH STREET PARK
HOLLY HILL
787 CENTER AVENUE
HOLLY HILL, FL 32117

**End User:**

STEVEN JUENGST
CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117
(386) 248-9463 (phone)
sjuengst@hollyhillfl.org

Quote Number: R0093250016
Quote Date: 2/4/2025
Valid For: 30 Days From Quote Date

## 714S704

Product line: KidsChoice
Age group: 5-12

### Components

| Part Number | Description | Qty | Weight | Unit Price | Total |
|---|---|---|---|---|---|
| 304 | TEN SPIN | 1 | 1,000.00 | 4,460.00 | 4,460.00 |
| 7145019 | TRIANGLE DECK (ATTACHES TO 3 POSTS) | 5 | 75.00 | 1,032.00 | 5,160.00 |
| 7145039 | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS) | 2 | 155.00 | 1,960.00 | 3,920.00 |
| 7145494 | 5" OD X 124" POST (4' DK) | 3 | 70.00 | 425.00 | 1,275.00 |
| 714553 | 5" OD X 160" POST (5'6" TO 6'6" DKS) | 4 | 90.00 | 500.00 | 2,000.00 |
| 714554 | 5" OD X 178" POST (7' TO 8' DKS) | 4 | 100.00 | 612.00 | 2,448.00 |
| 7145768 | 5" OD X 228" POST FOR TOPPER (8' DK) | 6 | 125.00 | 711.00 | 4,266.00 |
| 7146058 | TREE-O CLIMBER (8' DK) | 1 | 180.00 | 2,625.00 | 2,625.00 |
| 7146384U | GROOVE II SLIDE VORTEX (4' DECK) | 1 | 150.00 | 2,375.00 | 2,375.00 |
| 7146708R | CHAMII SPIRAL SLIDE RH (8' DK) | 1 | 1,500.00 | 6,848.00 | 6,848.00 |
| 7146806C | WAVE HEX ROOF W/TOPPER | 1 | 360.00 | 4,944.00 | 4,944.00 |
| 7146916 | DOME CLIMBER W/ORBS (6'6" DK) | 1 | 220.00 | 4,150.00 | 4,150.00 |
| 7147234W9 | WIDE 4' BURMA BRIDGE | 1 | 210.00 | 2,522.00 | 2,522.00 |
| 71476989U | 12' TYP SLIDE 855D DOME WAVE (8' DK) | 1 | 2,518.00 | 14,562.00 | 14,562.00 |
| 714782 | CRUNCH STATION | 1 | 5.00 | 162.00 | 162.00 |
| 7148088 | CLIMBING POLE (8' DECK) | 1 | 55.00 | 1,038.00 | 1,038.00 |
| 7148173B | SINGLE POD SEAT | 1 | 15.00 | 700.00 | 700.00 |



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

| | | | | | |
|---|---|---|---|---|---|
| 7148258S | SCALE-N-SLIDE SLIDE (8' DK) | 1 | 525.00 | 3,716.00 | 3,716.00 |
| 714851459 | SQ TRSFR POINT, OPN HR (4' DK) | 1 | 250.00 | 3,274.00 | 3,274.00 |
| 71486718 | VINE CLIMBER (8' DK) | 1 | 110.00 | 2,076.00 | 2,076.00 |
| 714876B | CRAWL THRU PANEL (BELOW DECK) | 1 | 25.00 | 1,421.00 | 1,421.00 |
| 714900P1 | STEERING WHEEL (POST MOUNT) | 1 | 5.00 | 236.00 | 236.00 |
| 71495949 | ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN | 2 | 200.00 | 4,390.00 | 8,780.00 |
| 7149599 | ADA STAIRS BETWEEN DECKS W/2' RISE | 1 | 220.00 | 3,995.00 | 3,995.00 |
| 714999Z | CUSTOMER SERVICE KIT (NO PRICE) | 1 | 0.00 | 0.00 | 0.00 |
| 8193 | BOULDER RIDGE ROCK WALL-3 SEC, IN-GRND | 1 | 400.00 | 5,624.00 | 5,624.00 |
| 925920Z | TOUCH UP PAINT KIT - FREESTANDING (NO CHARGE) | 1 | 0.00 | 0.00 | 0.00 |

## RiskSign_Included

Product line: Freestanding
Age group:

### 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 |
|---|---|---|---|---|---|
| 105295 | BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE) | 1 | 0.00 | 0.00 | 0.00 |
| 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 |
|---|---|---|---|---|---|
| A&E | PLAYGROUND SIGNED AND SEALED ENGINEERED DRAWINGS | 1 | 0.00 | 1,500.00 | 1,500.00 |
| EWF | 134 YARDS ADA EWF FALL MATERIAL DELIVERED AND BLOWN INTO THE SITE | 1 | 0.00 | 6,670.00 | 6,670.00 |
| PERMITTING | PULL PERMIT | 1 | 0.00 | 500.00 | 500.00 |
| TIMBERS | 59 4' X 12" BORDER AND RAMP INSTALLATION | 1 | 0.00 | 2,955.00 | 2,955.00 |

## Totals:

| | |
|---|---|
| Equipment Weight: | 10,553.00 lbs |
| Equipment List: | $92,577.00 |
| Discount Amount: | -$29,773.00 |
| Equipment Price: | $62,804.00 |



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

| | |
|---|---|
| Freight: | $4,867.04 |
| Installation: | $22,029.00 |
| Products by Other: | $11,625.00 |
| SubTotal: | $101,325.04 |
| **Grand Total:** | **$101,325.04** |

## Notes:

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:** R0093250016 **Quote Date:** 2/4/2025 **Equipment:** $92,577.00 **Grand Total:** $101,325.04

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:**

**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.



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

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

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## ACKNOWLEDGMENT OF ADDENDA

**Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project.** Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. N/A Dated: _____ Addendum No.Dated: _____
Addendum No. N/A Dated: _____ Addendum No.Dated: _____
Addendum No. N/A Dated: _____ Addendum No.Dated: _____

We acknowledge the receipt of questions.

Attached hereto is a cashier's check on the N/A Bank of N/A or Bid Bond for the sum of _____ Dollars (N/A), made payable to _____ (Owner).

Miracle Recreation Equipment Company
(Name of Bidder) (Affix Seal)

(Signature of Officer)

CS Measner
(Title of Officer)

Miracle Recreation Equipment Company
Name of Bidder

878 Hwy 60
Address

Monett, Missouri 65708
City/State/Zip

941-792-4580
Telephone

Dearth Construction, No. CBC028120
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

N/A

END OF SECTION



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. Miracle Recreation Equipment Company

B. Permanent main office address. 878 Hwy 60, Monett, Missouri 65708

C. When organized. 1927

D. If a corporation, where incorporated. Iowa

E. How many years have you been engaged in the contracting business under your present firm or trade name? 78

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) We sell throughout the U.S. & Canada. Sales to date are over 50 million.

G. General character of work performed by your company. Manufacture playground equipment.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. List is attached.

K. List your major equipment Playground equipment & shade.

L. Experience in construction work similar in type to this project. Manufactured playground & shade construction.

M. Background and experience of the principal members of your organization, including the officers. CEO - 11 years, Playpower, V.P. - 9 years Playpower, USA Shade Manager - 21 years.

N. Credit available: $ 2M



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: J.P. Morgan Chase, Ft. Worth, TX

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Limited financial info available when requested.

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 5th day of February, 2025.

Miracle Recreation Equipment Company
Name of Bidder
By: _____
Title CS Manager

State of Missouri

County of Lawrence

Kevin Walker being duly sworn deposes and says

that he is the _____ of Miracle Recreation Equipment Company and that

the answers to the Miracle Recreation Equipment Company foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 5th day of February 2025.

Kim Adams
Notary Public

Kim Adams
Notary Public (Print or Type) My commission expires: 4/13/26

Kim Adams
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Lawrence County
My Commission Expires: 4/13/2026
ID. #14435117



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 00
## LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

| SUBCONTRACTOR | COMPANY NAME | REFERENCES |
|---|---|---|
| Complete Construction (Installer) | Complete Construction LLC | 1) Heather Smith - Lake Lisa Park 727-403-7849<br>2) Josh Verdone Marriott World Ctr. 941-900-9895<br>3) Ron Harley - Chaires Park 850-661-1018 Type text here |
| Ryan's Maintenance | Ryan's Maintenance | 1) Ovation Construction - Elise Kennedy 407-257-8466<br>2) Wade Kaufman - Osceola Co Sch 407-452-8006<br>3) David Shurmur - Manatee Co Sch 941-238-8621 |
| USA Shade | USA Shade | 1) Marissa Baker-239-227-9441<br>2) Paul Belden - 407-971-5566<br>3) Tim Ford - City of Titusville 321-567-3860 |
| No Fault PIP Surfacing | No Fault | 1) Mark Manning - Campbell Park City of Deltona 386-878-8905<br>2) Ovation Construction - OCPS Elise Kennedy 407-257-8466<br>3) City of Oviedo Riverside Park Paul Belden 407-971-5566 |

END OF SECTION



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 10
## LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

| NO. | PROJECT | OWNER | DESCRIPTION/COST | REFERENCE | DATE WORK STARTED & FINISHED MM/YR TO MM/YR |
|---|---|---|---|---|---|
| 1 | Playground replace-ment of 17 Schools in Orange County. | OCPS | Replacement of Tot and Youth with Poured in Place Surfacing and EWF, $100,000 each site. | Elisha Kennedy Ovation Construction 407-257-8466 | Nov 2023-June 2024 |
| 2 | City of Deltona Timber Ridge Park | City of Deltona | Provide and Install ADA playground. $229,000 | Mark Manning, Director of Parks & Recreation 386-804-3179 | Jan 2024-March 2024 |
| 3 | Several Elementary School Playgrounds replacements. | Manatee County Schools | Installation of playground equipment @ several schools | Mike Lowe 941-932-7767 | Jan 2023-May 2023 |

END OF SECTION



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 47 00**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 25-BG-10 for 7th Street Neighborhood Park Playground - CDBG.

This sworn statement is submitted by Miracle Recreation Equipment Company whose business address is 878 Hwy 60, Monett, Missouri 65708 and (if applicable) its Federal Employer Identification Number (FEIN) is 43-1595099. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Kevin Walker any my relationship to the entity named above is Miracle ~~Sales~~ Manager.

CS

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

(Signature) _____ Date: 2/5/25

State of Missouri County of Lawrence

PERSONALLY APPEARED BEFORE ME, the undersigned authority Kevin Walker who, after first being sworn by me, affixed her/his signature in the space provided above on this 5th day of February 2025.

_____
Notary Public

My Commission Expires: 4/13/26

Kim Adams
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Lawrence County
My Commission Expires: 4/13/2026
ID. #14435117



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 48 00**
**ANTI-COLLUSION STATEMENT**

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Miracle Recreation Equipment Company

SIGNED BY: Kevin Walker
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Miracle ~~sales~~ CS manager

ADDRESS: 878 Hwy 60

CITY AND STATE: Monett, Missouri 65708

TELEPHONE: 417-235-6917

COMPLETION TIME: Approximately 30 days to complete project

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 50
# DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 60

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

### Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Miracle Recreation Equipment Company

Authorized representative (printed): Kevin Walker

Authorized representative (signature): [signature]

Date: 2/5/25

END OF SECTION



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Miracle Recreation Equipment Company

Consultant/Contractor Name and Address

Signature

Name and Title

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# MILLER RECREATION

## Qualifications and Experience

Joe Miller, President of Miller Recreation, will serve as the project manager/administrator to the 7th Street Neighborhood Park Project.

Being in business since 1997 and having prior 16 years of experience in the public parks and recreation profession, Joe has the knowledge and experience to develop and manage the 7th Street Neighborhood Park project. In the public park business, Joe has served as Center Director, Administrative Manager, and as Department Director. Joe has built many parks, ballfields, pools, golf courses and playgrounds over his tenure in the park and recreation profession. Our references and customers will attest to his workmanship and dedication. Customer satisfaction is our highest priority.

We have designed and built hundreds of playgrounds. Most of the playground projects were turn-key to include design, installation and fall material. Many installations were at new schools, whereby we coordinated our efforts with the contractor who was building the school. Government agencies include Orange County Schools, City of Oviedo, Clearwater Parks and Beautification, Manatee County Parks, City of Bradenton, City of St. Petersburg, Manatee County Schools, Marion County Parks to name a few.

Once awarded the bid, we will coordinate the delivery of the equipment with your representative. Once a date is agreed upon, Miracle ships their equipment within 4 to 6 weeks. Delivery is on a Miracle truck, delivered by a Miracle employee, not a common carrier. Miracle cares about the condition of the product to the customer. The installer will meet the truck, unload it, and begin installation. The city does not have to provide any labor to unload the equipment.

Miracle has a 24-hour customer service hotline, another example of the importance of our customers. Surveys of our customers show that we have been responsive to their needs. Our warranty is a tribute to our commitment to quality. The longevity of our employees both at Miller Recreation and at the Miracle Recreation Equipment manufacturing plant is an example of a stable, productive, and superior environment. We are proud to have the largest and most tenured

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

network of factory trained playground professionals in the industry, locally representing Miracle's product lines, installation and after sales service.

All of our installers are Certified Playground Inspectors and are certified by Miracle.

We remain proud to say that our products are **manufactured in the United States** and Miracle Recreation was the first to be in full compliance with the Consumer Product Safety Improvement Act (CPSIA 2008) that addresses lead and PVC content in children's products.

Also, before any equipment leaves the factory, Miracle's engineers review every order to assure that it complies with the Consumer Product Safety Commission Guidelines for Playground Equipment, the American Disabilities Act and the American Society of Testing and Materials. Miracle is a member in good standing of the International Play Equipment Association. (IPEMA)

Education

BS Degree in Parks and Recreation – Fairmont State University in Fairmont, W.Va, Graduated in 1975.
Graduated from the Executive Management School for Parks and Recreation at the University Georgia, 1986 and 1987.
Attended numerous conferences and workshops.
Conducted numerous workshops on Park Designs and Playground Safety
FRPA Legislative Chairman in 1989, 1990
Serve on several FRPA conference committees.
Hosted FRPA District Workshop in Bradenton, Florida

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

MIRACLE RECREATION EQUIPMENT COMPANY
878 E HIGHWAY 60
MONETT, MISSOURI 65708 USA
TOLL FREE: 1-800-523-4202
PHONE: 417-235-6917 ● FAX: 417-235-6816
WORLD WIDE WEB: http://www.miracle-recreation.com

COMMERCIAL PLAYGROUNDS ● FIT
ROPE CLIMBERS ● BOULDER CLIMBERS
CLIMBERS, SPRING RIDERS & WHIRL
PICNIC TABLES, BENCHES & GRILLS ● SLIDES & SWING
BASKETBALL GOALS, BACKSTOPS & SOCCER GOAL
BLEACHERS & PLAYER BENCHE
POOL SLIDE

## MIRACLE'S QUALIFICATIONS

CONTRACTOR'S (AND PROJECT MANAGER'S) QUALIFICATIONS AND EXPERIENCES:

Contractor – Miracle Recreation Equipment Company
878 Highway 60
Monett, Missouri 65708
Sales Administration/Customer Service Manager
Email – Kevin.Walker@playpower.com
Phone – 1-800-777-6917

List of Similar Projects – (57) OCPS New Schools in the last seven years
City of Oviedo Central Park
DR Horton Developments – Orlando, Hillsborough, Manatee
Pebble Creek Day Care – Brevard County
WPGC Builder – Apartment Complexes
School Board of Manatee County
City of Clearwater
The Rogers Group - Housing Developments
Windermere HOA
RHP Properties
Pinellas County Schools
City of Deltona

The above is just a listing of a few Miracle customers in Florida.
We can provide you with a list of customers throughout the country if necessary.

Miracle Recreation has been around since 1927 and is one of the largest playground manufacturers in the world. Miracle's vast experience in the playground industry gives us the ability to provide our customers with the highest quality, most innovative and safest playground equipment available. Miracle has the largest trained sales network, and these seasoned professionals provide superior local sale support to our customers. Our customers give us their highest ratings for customer satisfaction.

Our goal of "SHAPING THE FUTURE OF PLAY" means that we are dedicated to customer satisfaction and continuous product innovation that promotes active and social playgrounds for children with all abilities.

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**ABOUT PLAY—AND PLAY VALUE**

Play is critically important to children's physical, mental and social development, and we at Miracle take it seriously. Miracle's designers deliver on this vision with components that challenge children's minds and bodies with physically challenging climbers and events that ultimately help improve motor skills, confidence and social skills.

## WHY CHOOSE MIRACLE?

Just a few Miracle innovations that have shaped the future of play

Mega Tower: A vertical design that offers maximum play within a small foot print; 14', 10', 8, and 4' decks
Highest decks and slides in the industry
Versalok Clamp System – A Miracle Exclusive
Spiral Slides up to 12'
Gator Grip for gripping safety – A Miracle Exclusive

## SAFETY THAT PROTECTS KIDS FIRST, BUT NEVER FORGETS FUN

Miracle designs and tests all equipment to meet or exceeds the American Society for the Testing of Materials (ASTM) Standards, and the Consumer Product Safety Commission (CPSC) Guidelines. Compliance is certified by the International Play Equipment Manufacturer's Association (IPEMA).
Fully enclosed decks required on top levels of our Mega Tower triple decks systems.
All Miracle components are also designed to meet European Norm (EN) and Canadian Standards Association (CSA) safety guidelines.

## QUALITY THAT'S MORE THAN JUST A CLAIM

- The highest quality, longest lasting, environmentally sound construction materials
- ISO 14001: 2004 Certification in 2008 for healthier, more sustainable manufacturing processes
- ISO 9007 certificate for maintaining stringent standards in design, production, testing, and quality control
- UV stabilizers added to plastic and paint colors for long lasting fade resistance
- Chip and scratch resistant powder coated steel parts and new and improved deck coating process.
- Miracle's triple Flo-Coat galvanized steel tubing provides protection against corrosion and is backed with a 100 year warranty.
- Optional Salt Spray Protection Coating
-

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## INCLUSIVE PLAY

Every child deserves to feel exhilarated and experience new sights, sounds, and textures. It is important to design playgrounds that not only meet ADA requirements but also provide engaging experiences for children of all abilities. Miracle's inclusive playgrounds for all are designed with the following five fundamentals.

1. Provide Multi- Sensory Play Experiences:

   Vestibular (Movement and Balance)
   Proprioceptive (Body Position)
   Tactile (Touch)
   Auditory
   Visual

2. Encourage all Children to Play By:

   Providing a graduated range of challenge
   Grouping similar equipment together
   Offering equipment for multiple age groups
   Provide real choices for play for each child

3. Allow Greater Accessibility By:

   Protective, shock-absorbing unitary surfacing
   Wide movement routes
   Smooth, even transitions on and off equipment

4. Ensure Kids Do Not Get Overwhelmed by:

   Offering cozy, quiet spaces
   Establishing perimeter paths and fences
   Providing a wayfinding system that includes an orientation path

5. Create Welcoming Social Environments Including:

   Solitary Play
   Onlooker paly
   Parallel play
   Associative Play
   Cooperative Play

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Our Certified installers have installed thousands of playgrounds through the world. They are factory trained and certified and must carry their CPSI Certification from the National Parks and Recreation Association. The installer must certify that the equipment was installed according to Miracle's Installation Instructions and Specifications.

When required, the installers will provide security fencing around the construction area. Usually, this is a case by case basis.

.

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

MIRACLE RECREATION EQUIPMENT COMPANY
878 E HIGHWAY 60
MONETT, MISSOURI 65708 USA
1-800-523-4202
P: 417-235-6917
F: 417-235-6816
www.miracle-recreation.com

To: Steve Juengst, Public Works Administrator Manager

Re: Made in America

Dear Steve,

Thank you for your interest in Miracle Recreation products. We are quickly approaching the 100th anniversary of our founding. Through all these years in business, we have manufactured our products in the Heartland of America by hard working Americans using American made raw materials whenever possible.

Our playground products are made primarily of steel and plastic that is American made and sourced. There is a very small percentage of our products that are sourced from other countries. Things like hardware and clamps, but we can and fall well within the parameters of the Build America / Buy America guidelines for the vast majority of our playground designs.

Thank you for this opportunity to earn your business. Please let me know if I can be of any additional assistance.

Sincerely,

Michael A. Sutton
Vice President, Global Sales

Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# WARRANTY

**Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.**

**Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:**

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok (R) fastening system and associated fastening hardware.

2. **LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless-steel slides, except as otherwise specified below.

3. **LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames.

4. **LIMITED EIGHT (8) YEAR WARRANTY:**

   - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
   - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
   - Playcover fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).

5. **LIMITED FIVE (5) YEAR WARRANTY:**

   - Heavy duty diamond barrier mesh and Kidrox Climbing Rocks.
   - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
   - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).

6. **LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.

7. **LIMITED ONE (1) YEAR WARRANTY:**

   - Slashproof Swing Seats, 360° Bucket Tot Swing Seats and Tuff Net no climbing mesh.
   - Pool slide support structures, stairways, landings and railings.
   - All other products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non -conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.



Attachment: Exhibit O - Miracle Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**LIMITATIONS:** All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for PlayCover® shade fabric as noted above), discoloration, corrosion, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS INLIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LOMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAFGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFICT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLAITON, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

5.1.o

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFE

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPART
OF BUSINESS AND PROFES
REGULATION

CBC028120 ISSUED:
CERTIFIED BUILDING CONTRACTOR
DEARTH, RONALD LEE
DEARTH CUSTOM CONSTRUCTION INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUT
EXPIRATION DATE: AUGUST 31, 2024

Attachment: Exhibit O

Ron DeSantis, Governor Melanie S. ary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CBC028120 EXPIRATION DATE: AU 24

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DEARTH, RONALD LEE
DEARTH CUSTOM CONSTRUCTION INC
12006 BIG BEND RD
RIVERVIEW FL 33579

ISSUED: 08/12/2022

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**SECTION 00 30 00**
**PROPOSAL**

**FOR**

**CITY OF HOLLY HILL**

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

**BID NO. 25-BG-10**

**(To be completed in Duplicate)**

Bidder's Name: Playmore West, Inc.

Submitted: February 4, 20

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

ONE HUNDRED TWO THOUSAND NINE HUNDRED SIXTY SIX

(In Words)

Dollars $ 102,966.00 (In Figures)

**COMPLETION TIME OF CONTRACT**

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## ACKNOWLEDGMENT OF ADDENDA

**Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project.** Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the _____Bank of _____ or Bid Bond for the sum of _____Dollars (_____),

made payable to _____(Owner).

Playmore West, Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Vice President
(Title of Officer)

Playmore West, Inc.
Name of Bidder

10271 Deer Run Farms Rd., Suite 1
Address

Fort Myers, FL 33966
City/State/Zip

239-791-2400
Telephone

CBC1252224
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Ryan Russell, 5790 Beechwood Tr., Fort Myers, FL 33919
Luke Russell, 13120 Idylwild Farm Rd., Fort Myers, FL 33905

END OF SECTION



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. Playmore West, Inc.

B. Permanent main office address. 10271 Deer Run Farms Rd., Suite 1, Fort Myers, FL 33966

C. When organized. 2/10/2000

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 25

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached List.

G. General character of work performed by your company. Park and Playground equipment design, sales and installation

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See listing of previous experience.

K. List your major equipment Playworld.

L. Experience in construction work similar in type to this project. 25 years, over 2,000 projects

M. Background and experience of the principal members of your organization, including the officers. President 29 years, Vice President 29 years, Secretary 24 years, Treasurer 15 years.

N. Credit available: $ 1,500,000



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: Truist, Sarah Tar, 239-810-0170

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 4 day of February, 2025.

Playmore West, Inc.
Name of Bidder

By: _____ Vice President
Title

State of FL

County of Lee

Luke Russell being duly sworn deposes and says

that he is the Vice President of Playmore West, Inc and that

the answers to the Playmore Recreational Products and Services foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 4 day of February, 2025.

Carrie Ann Murkerson
Notary Public

Carrie Ann Murkerson
Notary Public (Print or Type) My commission expires: 04/30/27

Notary Public State of Florida
Carrie Ann Murkerson
My Commission HH 373195
Expires 4/30/2027



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 00
## LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

| SUBCONTRACTOR | COMPANY NAME | REFERENCES |
|---|---|---|
| We do not plan on using subs for this project | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |

END OF SECTION



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 10
## LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

| NO. | PROJECT | OWNER | DESCRIPTION/COST | REFERENCE | DATE WORK STARTED & FINISHED MM/YR TO MM/YR |
|---|---|---|---|---|---|
| 1 | Brigham Academy Playground | Polk County Schools | $142,245 Provide and install playground equipment and loose fill surfacing | Mike Collier mike.collier76 @gmail.com | 01/23 - 04/23 |
| 2 | Walker Woods Apartments | The Benchmark Group | $48,976 New playground and engineered wood fiber | Chris Freeman cgreeman@ benchmarkgrp. com | 06/23 - 09/23 |
| 3 | Marina Park | Brevard County | $192,511 New playground and engineered wood fiber | Tex Loadholtz tex.loadholtz@ brevardfl.gov | 01/23-05/23 |

END OF SECTION



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 25-BG-10 for 7th Street Neighborhood Park Playground.

This sworn statement is submitted by Playmore West, Inc. whose business address is 10271 Deer Run Farms Rd., Suite 1, Fort Myers, FL 33966 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0984408. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Luke Russell any my relationship to the entity named above is Vice President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

(Signature) _____ Date: 2/4/25

State of FL County of Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Luke Russell who, after first being sworn by me, affixed her/his signature in the space provided above on this 4th day of February, 2025.

Carrie Ann Murkerson
Notary Public

My Commission Expires: 04/30/2027

Notary Public State of Florida
Carrie Ann Murkerson
My Commission HH 373195
Expires 4/30/2027

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 00
## ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Playmore West, Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Vice President

ADDRESS: 10271 Deer Run Farms Rd., Suite 1

CITY AND STATE: Fort Myers, FL 33966

TELEPHONE: 239-791-2400

COMPLETION TIME: 90 Days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 50
## DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 60

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

### Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Playmore West, Inc.

Authorized representative (printed): Luke Russell

Authorized representative (signature): 

Date: 2/4/25

END OF SECTION



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Form **W-9** (Rev. October 2007) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Playmore West, Inc.

Business name, if different from above
Playmore Recreational Products and Services

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
10271 Deer Run Farms Rd., Suite 1

Requester's name and address (optional)

City, state, and ZIP code
Fort Myers, FL 33966

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

or

**Employer identification number**
65 0984408

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 2/4/25

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

END OF SECTION

00 48 70 – 1

SECTION 00 48 80

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Playmore West, Inc., Fort Myers, FL

Consultant/Contractor Name and Address

Signature

Luke Russell Vice President

Name and Title

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# WHY PLAYMORE

## CREDIBILITY

Family-owned company with over 50 years of combined industry experience. Playmore has been operating in the State of Florida since 2000. Averaging well over 100 projects per year of all sizes and budgets, Playmore has established itself as the leader throughout the State of Florida.

## CERTIFIED BUILDING CONTRACTOR

Under Florida law, no company should accept a contract for the installation of recreational equipment without a proper license in their name, not a subcontractor's name. Playmore possesses such a license (CBC1252224).

## TURN KEY PROJECTS

Playmore can be responsible for your entire project. From initial design and purchasing all the way through a complete and complex installation process.

## LOCAL PROJECT MANAGERS

A full-time local Project Manager is available to handle any issues that may arise during your project. They will be your main contact throughout the entire project, from design through a completed installation.

## SITE ANALYSIS

Our Project Managers can review your site to assure the right equipment is chose for that location and to recommend any necessary site work.

## DESIGN

In-house design staff offers you site layouts as well as a three-dimensional rendering at no charge.

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# WHY PLAYMORE

## PRESENTATIONS

First class presentations including posters, binders, PowerPoint presentations and online Digideck presentations.

## QUALITY

Playmore uses only manufacturers that are known throughout the industry for their high quality standards.

## SAFETY

Playmore only uses equipment that meets appropriate safety guidelines. Where applicable, third party certification can also be provided.

## WARRANTY

Each manufacturer we use carries a customer friendly warranty that is equal to, or surpasses, industry standards. In addition to the manufacturer's warranties on the equipment, Playmore warranties our installation for one year from the completion of the project. If during that period a deficiency is found with the installation workmanship, Playmore will make all necessary corrections to fix the problem.

## MAINTENANCE KITS

Many of our products come with a maintenance kit that explains proper maintenance. Also included are extra hardware, graffiti remover, and touch up paint.

## PURCHASING CONTRACTS

Various purchasing contracts are available, including GSA, HGACbuy, Sourcewell and various local piggy back contracts.

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RUSSELL, RYAN JAMES

PLAYMORE RECREATIONAL PRODUCTS AND SERVICES
10271 DEER RUN FARMS RD - STE 1
FORT MYERS FL 33966

**LICENSE NUMBER: CBC1252224**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# PORTFOLIO



**NW SOFTBALL PARK**
CAPE CORAL, FL



**CURRIE COMMONS PARK**
DELRAY BEACH, FL

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# PORTFOLIO



**UNITY PARK**
GAINESVILLE, FL



**CLARK HOUSE PARK**
ORANGE PARK, FL

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# PORTFOLIO



**WATERFRONT PARK**
SEMINOLE, FL




**CENTENNIAL PARK**
FORT MYERS, FL

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services

Representing: Berliner

Representing: PLAYWORLD

Project No:
PM23179B

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services

Representing: Berliner

Representing: PLAYWORLD

Project No:
PM23179B

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7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services
Representing: Berliner
Representing: PLAYWORLD

Project No:
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7th Street Neighborhood Park Playground
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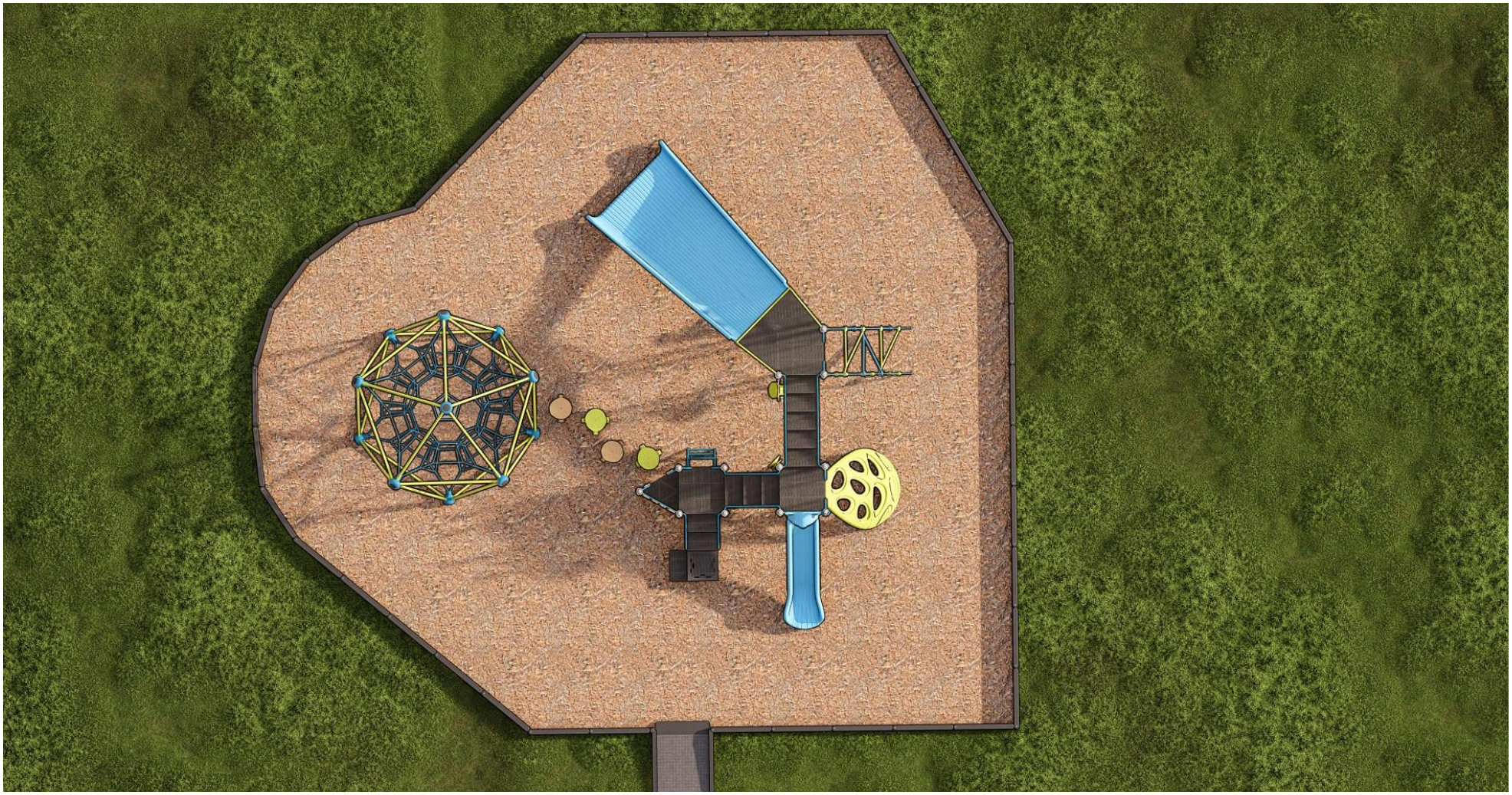

7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services
Representing: Berliner
Representing: PLAYWORLD

Project No:
PM23179B

Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## Colors

**Main Structure:**

Posts - Light Gray

Components - Azure

Components 2 - Chartreuse

Rotoplastics - Sky

Sheet Plastics - Beige

2-Color Sheet Plastics - Beige/Gray

Decks - Gray

**Modifications:**

Geo Climber - Chartreuse (Rotoplastics)

16” Log Hop - 2 Chartreuse (Rotoplastics)

12” Log Hop - 2 Beige (Rotoplastics)

**Vario M:**

Posts - RAL DS 100 80 80 Cosmo Yellow

Rope - Blue

Clamps & Balls - RAL 5010 Gentian Blue

7th Street Neighborhood Park Playground
Holly Hill, FL

PLAYMORE Recreational Products & Services
Representing: Berliner
Representing: PLAYWORLD

Project No:
PM23179B

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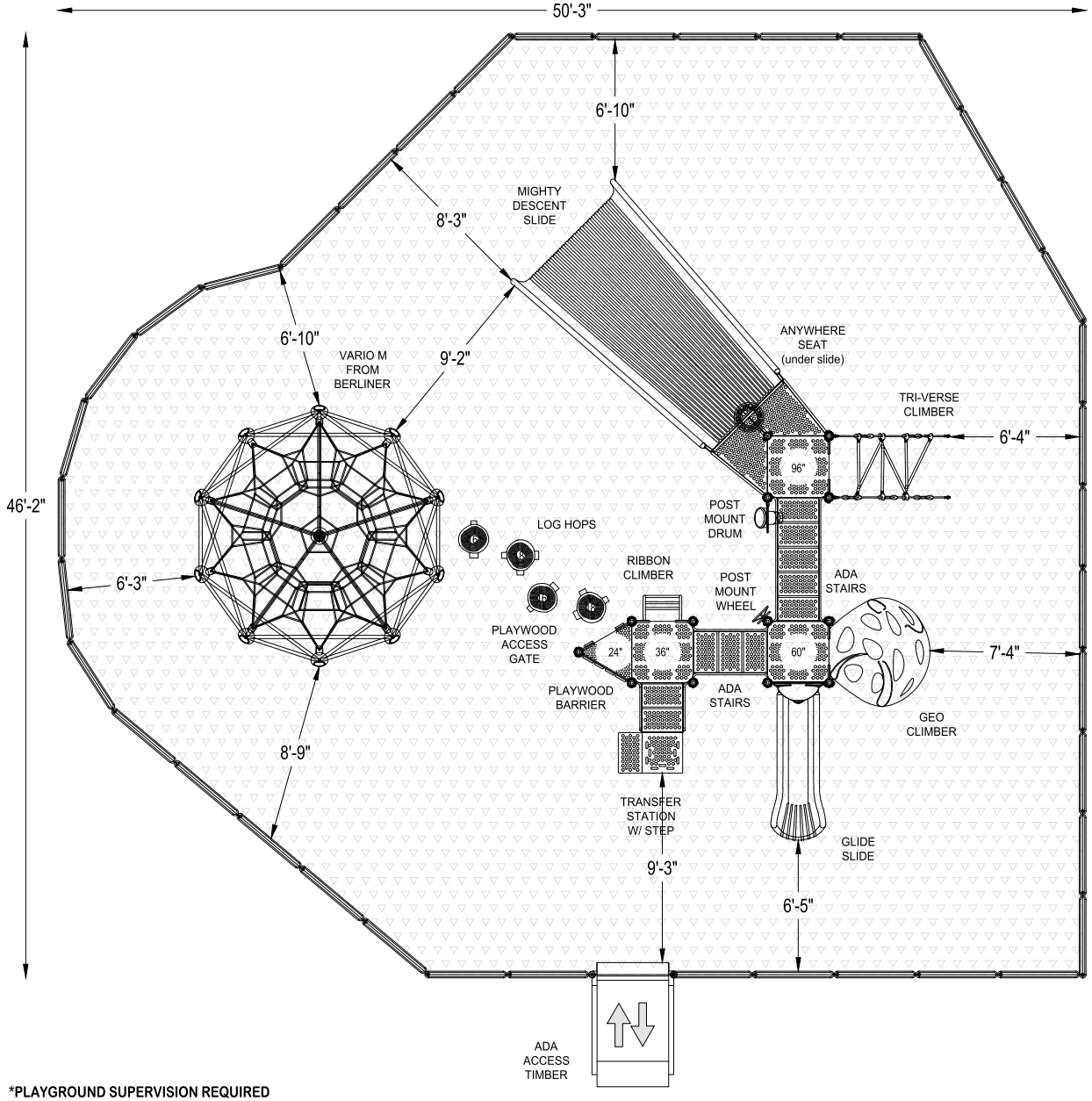



BORDER TIMBERS
40 - 4' TIMBERS
0 - 2' TIMBERS
0 - 1' TIMBERS
0 - END CAP PKG.

Engineered Wood Fiber (EWF) Surfacing

0 5' 10'

PLAYWORLD

Playmore Recreational Products & Services
10271 Deer Run Farms Rd
Suite #1
Fort Myers, FL 33966
(888)886-3757

EQUIPMENT SIZE:
**37' x 32'4" x 12'6"**

USE ZONE:
**50'3" x 46'2"**

AREA:
**1883 SqFt.**

PERIMETER:
**164 Ft.**

FALL HEIGHT:
**8 Ft.**

USER CAPACITY:
**40**

AGE GROUP:
**5-12**

ADA SCHEDULE

| | Total Elevated Play Activities: 7 | | |
|---|---|---|---|
| | Total Ground-Level Play Activities: 5 | | |
| | Accessible Elevated Activities | Accessible Ground-Level Activities | Accessible Ground-Level Play Types |
| Required | 4 | 2 | 2 |
| Provided | 5 | 5 | 5 |

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO: **PM23179B**
SCALE: **3/16"=1'-0"**
DRAWN BY: **E. GONZALEZ**
Paper Size **B**
DATE: **06-FEB-25**

# 7TH STREET NEIGHBORHOOD PARK PLAYGROUND

**Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)**

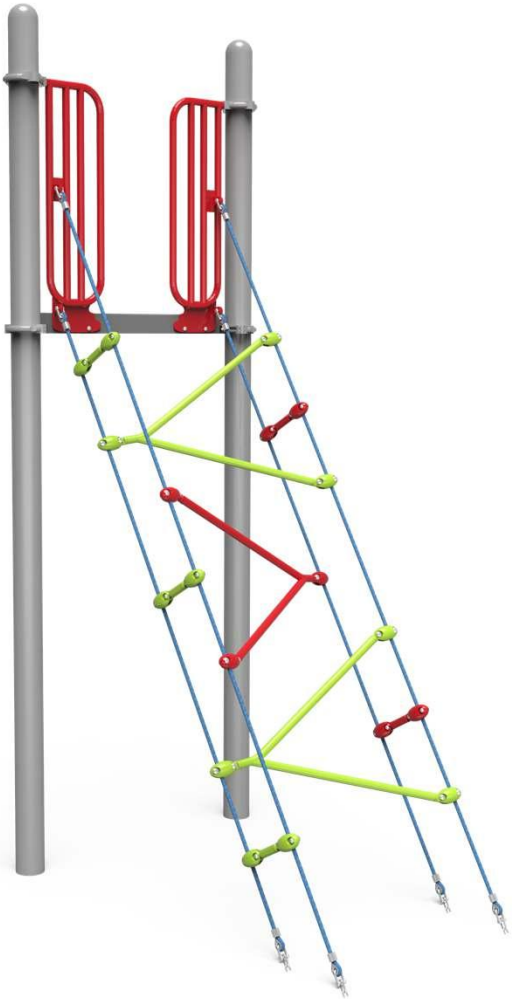




Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)









Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)













## EYE-CATCHING COLORS

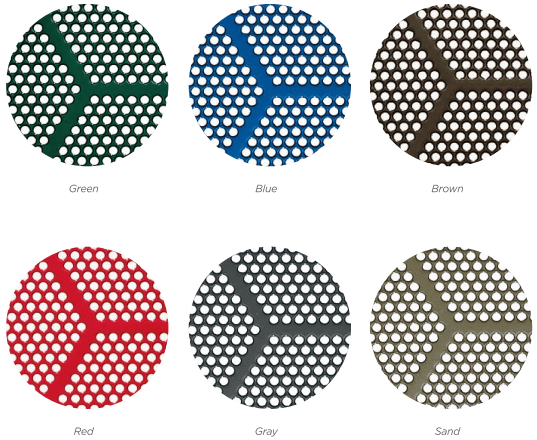


### ROPE COLORS

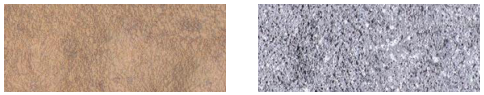
**Special order colors*




### PLASTISOL COATING COLORS




### BOULDERS COLORS




## RAPID RESPONSE MAINTENANCE PARTS PROGRAM

Your purchase of a Playworld playground means you are receiving the highest quality product in the industry. With that comes superior service and support. If, during the life of your playground, you need to replace a part, your need is our top priority. You can expect a timely response after you submit your request via one of these methods:

Playworld.com/Parts

Phone: 800.233.8404 or +1.570.522.9800



*Colors are subject to change without notice. Color swatches are for reference only. For accurate color samples and the most up-to-date specifications consult your local representative. Playworld uses high quality materials and state-of-the-art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Playworld does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.*





Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## ROTOMOLDED COLORS

Red, Yellow, Tropical Yellow, Orange, Lime, Chartreuse, Green, Forest Green, Teal, Sky, Cyan, Blue, Cobalt

Burgundy, Lavender, Plum, Beige, Brownstone, Brown, Dark Brown, White, Graystone, Light Gray, Gray, Black (Roofs Only)

## COMPONENT & POST COLORS

Red, Yellow, Tropical Yellow, Orange, Lime, Chartreuse, Green, Forest Green, Teal, Azure, Blue, Cobalt

Burgundy, Lavender, Plum, Beige, Sand, Brown, Dark Brown, White, Silver, Light Gray, Metallic Gray, Black (Posts & Clamps Only)

## 1-COLOR SHEET PLASTIC

Red, Yellow, Orange, Lime, Forest Green, Blue, Cobalt, Plum, Beige, Dark Brown

## 2-COLOR SHEET PLASTIC

Red-Sand, Red-Yellow, Yellow-Sand, Orange-Sand, Lime-Sand, Forest Green-Sand, Blue-Sand, Blue-Yellow, Blue-White, Cobalt-Sand

Plum-Sand, Beige-Forest Green, Beige-Red, Beige-Gray, Dark Brown-Sand, Gray-Black, Black-White, White-Black

## POLYCARBONATE COLORS

Blue, Green, Orange, Purple, Red, Yellow

PlaySimple®: Primary, Natural

FirstPlay™ Toddler: Primary, Natural, Warm

Fun Centers™: Primary, Natural, Cool

*Colors are subject to change without notice. Color swatches are for reference only. For accurate color samples and the most up-to-date specifications consult your local representative. Playworld uses high quality materials and state-of-the-art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Playworld does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.*





## SHADESURE™ FABRICS

PASSES: NFPA 701 / ASTM-E84

| | | | | | |
|---|---|---|---|---|---|
| Navy Blue<br>90% shade factor • 94% UV factor | Royal Blue<br>86% shade factor • 94% UV factor | Laguna Blue<br>91% shade factor • 96% UV factor | Turquoise<br>83% shade factor • 92% UV factor | Rainforest<br>89% shade factor • 96% UV factor | Silver<br>88% shade factor • 93% UV factor |
| Olive<br>89% shade factor • 95% UV factor | Zesty Lime<br>84% shade factor • 92% UV factor | Chocolate<br>92% shade factor • 93% UV factor | Cinnamon<br>92% shade factor • 94% UV factor | Arizona<br>84% shade factor • 92% UV factor | Black<br>95% shade factor • 96% UV factor |
| Desert Sand<br>80% shade factor • 92% UV factor | Terracotta<br>84% shade factor • 90% UV factor | Sunflower Yellow<br>70% shade factor • 94% UV factor | Electric Purple<br>83% shade factor • 91% UV factor | White<br>57% shade factor • 86% UV factor | Red<br>80% shade factor • 86% UV factor |

## COLOURSHADE® FR FABRICS

PASSES: NFPA 701 / ASTM-E84 / OSFM TITLE 19

| | | | | | |
|---|---|---|---|---|---|
| Blue<br>80% shade factor • 85% UV factor | Green<br>80% shade factor • 85% UV factor | Yellow<br>80% shade factor • 89% UV factor | Terracotta<br>75% shade factor • 82% UV factor | Desert Sand<br>80% shade factor • 92% UV factor | Silver<br>80% shade factor • 81% UV factor |

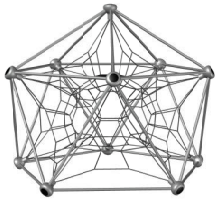


Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Expandable Play Value, **that simple: Vario**

Let Vario be the highlight of your playground. This investment involves no major planning, delivery is fast and installation straightforward. All tensioning points are based on the AstemTT® system to ensure that no technical connecting elements or thimbles are located in the play space.

The framework of the Vario makes this three-dimensional rope play structure expandable! Depending on your needs and budget, a Slide, an Access Net, and Banister can be connected. Vario is fully ASTM F1487 compliant and is listed on the IPEMA Webpage.



**Add-on Components for Vario:**



Access Net | Banister | Fast Lane Slide "blue" | Fast Lane Slide "green"

**Color options available in stock:**

**Ropes**

- Red
- Green
- Lilac
- Blue

**Tubes and Balls (matte finish)**

- Traffic Black RAL 9017
- Grey Aluminum RAL 9007
- White RAL 9010
- Beige RAL 1001
- Ochre Brown RAL 8001
- Carmine Red RAL 3002
- Traffic Orange RAL 2009
- Melon Yellow RAL 1028
- Lime RAL 120 70 75
- Pine Green RAL 6028
- Water Blue RAL 5021
- Traffic Blue RAL 5017

## Vario M

**70.300.135.000**

| | |
|---|---|
| (*-**) | 12-10 × 12-3 × 10-6 |
| ASTM/CSA (*-**) | 24-10 × 24-3 |
| ASTM/CSA (*-**) | 6-6 |
| | 5–12 |



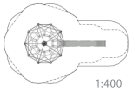
1:400



## Vario M.08

**70.300.135.008**

| | |
|---|---|
| (*-**) | 25-1 × 12-3 × 10-6 |
| ASTM/CSA (*-**) | 38-0 × 24-3 |
| ASTM/CSA (*-**) | 6-6 |
| | 5–12 |



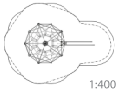
1:400



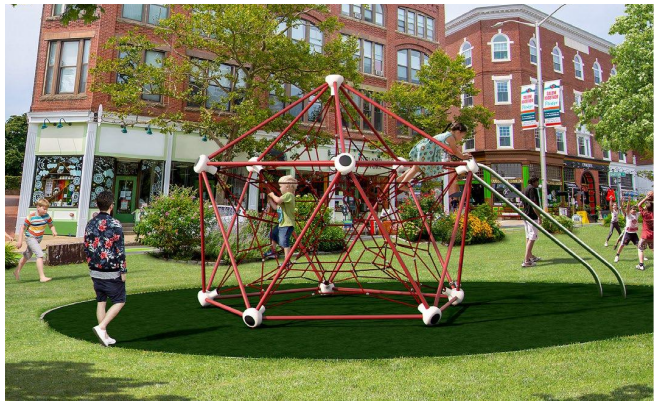
## Vario M.05

**70.300.135.005**

| | |
|---|---|
| (*-**) | 21-7 × 12-3 × 10-6 |
| ASTM/CSA (*-**) | 33-7 × 24-3 |
| ASTM/CSA (*-**) | 6-6 |
| | 5–12 |



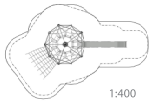
1:400



## Vario M.09

**70.300.135.009**

| | |
|---|---|
| (*-**) | 30-8 × 28-8 × 10-6 |
| ASTM/CSA (*-**) | 43-7 × 28-8 |
| ASTM/CSA (*-**) | 6-6 |
| | 5–12 |



1:400



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# PLAYWORLD LIMITED WARRANTY

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

2. LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates® aluminum castings.

3. LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

4. LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

5. LIMITED FIVE (5) YEAR WARRANTY: Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts. Concerto products (Note Exception: Warranty does not cover mallets or Tall Chime cable assemblies).

6. LIMITED THREE (3) YEAR WARRANTY: Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.

7. LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

8. LIMITED SIX (6) MONTHS WARRANTY: PlaySoleil solar powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

**THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.**

# Safety & Standards

**CERTIFICATIONS AND SAFETY STANDARDS:** ISO 14001 certification guarantees that Playworld Systems, Inc. meets the highest standards for environmental-responsible manufacturing.

ISO 9001 certification guarantees that Playworld Systems, Inc. meets stringent quality-control standards in manufacturing our play equipment.

**The Consumer Product Safety Commission (CPSC)** – Look for "CPSC Pub.325" to see Playworld Systems, Inc.'s CPSC-compliant products.

- **CPSIA** – Playworld Systems, Inc.'s products meet or exceed the requirements of the Consumer Products Safety Improvement Act (CPSIA) of 2008.

The European Norm (EN) covers general safety requirements and test methods. Look for "EN1176" to see Playworld Systems, Inc.'s EN-compliant products.

The European RoHS directive restricts the use of six hazardous materials in the manufacture of electronic equipment, and seeks to reduce the amount of hazardous materials entering electronic products. All Playworld Systems, Inc.'s electronic products are RoHS compliant.

- **Singaporean Standard** – Based primarily on the ASTM standards, the Singaporean Standard is widely used throughout Asia.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.

**TERMS OF SALE** • PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, USA, and shall be exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. DESIGN: Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Berliner
## Warranty Certificate

**Lifetime* Limited Warranty** from date of invoice on steel support posts against structural failure due to corrosion, deterioration or manufacturing defects.

**15 Year* Limited Warranty** from date of invoice on all steel components, rails, loops, tubes, rungs, HDPE panels and components and aluminum connectors against structural failure due to corrosion, deterioration or manufacturing defects.

**10 Year* Limited Warranty** from date of invoice on all HDPE slides against breakage.

**8 Year* Limited Warranty** from date of invoice on all timber components against breakage.

**5 Year* Limited Warranty** from date of invoice on ropes, bamboo, polyethylene and rubber components against structural failure or defects in material or workmanship.

**2 Year* Limited Warranty** for all moving parts and bearings.

**One Year Warranty*** Berliner Seilfabrik warrants that all product or equipment purchased will be free from defects in workmanship or materials for one year from the date of invoice. Berliner Seilfabrik will repair or replace the parts of the product or equipment found to be defective free of charge.

***Items not covered in the above Warranties**
Product or equipment that is not installed in conformity with installation instructions provided by Berliner Seilfabrik; product or equipment that has not been maintained and inspected in accordance with Berliner Seilfabrik's instructions; product or equipment that has been subjected to misuse, negligence or accident; product or equipment that has been subjected to addition, modification, alteration, repair, or part substitution by persons other than Berliner Seilfabrik or Berliner Seilfabrik's designees. Labor or damages resulting from vandalism, abnormal use, incorrect installation, and lack of maintenance are not covered by the above warranties. These warranties do not include any or all of the following cosmetic issues: scratches, dents, normal wear and tear, marring, deformation and cracking of timber and bamboo, fading of colors, discoloration, and natural fading. The above warranties are exclusive and lieu of all other warranties, whether expressed or implied, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Further, no representation, oral or written, of any representative of Berliner Seilfabrik may be substituted for the afore described limited warranties. To the extent permitted by law, Berliner Seilfabrik shall not be liable, direct, indirect, special, incidental, or consequential damages which are expressly excluded from the above warranties.

*Any freight costs associated with the warranty claim, any costs for dismantling the defective part in order to replace it, and any installation costs associated with the replacement part(s) are not considered part of this warranty and will not be paid by Berliner Seilfabrik. This warranty excludes liability other than that expressly stated, including but not limited to any incidental or consequential damages.
*For the purpose of this warranty, the term lifetime encompasses no specific term of years, but rather that the seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in material and manufacturing workmanship.

**Warranty under Coastal or Chloric Conditions**
Environments near sea water or chloric water can be extremely corrosive. Even with the appropriate maintenance, products installed in this environment will typically deteriorate more than products installed in a less severe environment. Some corrosion and/or deterioration is considered „normal wear" in this environment. Any claim for finish failures or for corrosion of other components is not applicable to the above warranty if the installation is in direct contact with chloric water or marine water including water spray. Installations being not in direct contact with marine water but within 220 yards of a sea coast require extra maintenance. Regular documented evidence of washing down with clean water is required for a limited warranty to be considered.

**Warranty Claims**
To be valid, all warranty claims must be submitted in writing promptly following discovery of the defect(s) and within the specified warranty period. Berliner Seilfabrik requires that all warranty claims be accompanied by a copy of the original invoice and photograph(s) clearly identifying the defect(s) in question.

**Product Replacement**
Berliner Seilfabrik continually improves its products and equipment and reserves the right, when replacing products or parts, to make approved substitutions in design or specifications.

**Loss or Damage in Transit**
Berliner Seilfabrik cannot be responsible for the loss or damage of products by common carriers. After the product departs our plant(s), we are no longer responsible for any loss, damage, or shortage.

**David Koehler, President**
**Berliner Seilfabrik Play Equipment Corporation**

Berliner
Play equipment for life



Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>Cooper Insurance Service, Inc.<br>PO Box 638<br>904 N Main Street<br>Lapel IN 46051 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 765-534-3152 **FAX (A/C, No):** 765-534-2067<br>**E-MAIL ADDRESS:** |
| **INSURED** PLAYWES-01<br>Playmore West, Inc.<br>Playmore Recreational Products & Services<br>10271 Deer Run Farm Rd, Ste 1<br>Fort Myers FL 33966 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Richmond National Insurance Company 17103<br>**INSURER B :** Cincinnati Specialty Un Ins Co 13037<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 208463763 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | CSU0143119 | 12/14/2024 | 12/14/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| A | **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 0 | Y | Y | RN-2-1278245-01 | 12/14/2024 | 12/14/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Division Name: 1855 - Parks at Delray Division Location: 1690-2350 S. Congress Ave., Delray Beach, FL 33445 Contract ID: 1855-6636 ANF Group, Inc.; Centerpointe Delray Holdings, LLLP are additional insureds for general liability on a primary and non-contributory basis, including ongoing and completed operations, and a waiver of subrogation, as required by written contract or agreement, subject to forms CSIA 405-08/09-F & CSGA 4087 1212. Excess liabili is follow-form over general liability, auto liability and employer's liability. Thirty day notice of cancellation to the certificate holder (General Liability Only).

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M…) 07/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: KEITH ROSSELL |
|---|---|
| Carlock & Associates Insurance, Inc.<br>2002 Del Prado Boulevard S Ste #200<br>Cape Coral, FL 33990 | PHONE (A/C, No, Ext): (239) 549-0221 FAX (A/C, No): (239) 549-6098<br>E-MAIL ADDRESS: keith@carlockinsurance.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| PLAYMORE WEST INC DBA PLAYMORE RECREATIONAL PRODUCTS & SERVICES CBC1252224<br>10271 DEER RUN FARMS ROAD SUITE #1<br>FORT MYERS, FL 33966-1078 | INSURER A : AUTO-OWNERS INSURANCE COMPANY | 18988 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | [ ] CLAIMS-MADE [ ] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [X] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | x | x | 4687381400 | 07/16/24 | 07/16/25 | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [X] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] | N / A | X | A106-600-557 | 07/16/24 | 07/16/25 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <DMM>

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Attachment: Exhibit P - Playmore Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Holly Hill

# 7th Street Neighborhood Park Playground - CDBG

## Bid No. 25-BG-10

playworx

(866) 502-5013

Playworx.com

*Jimmy Gandy*

*Ormond Beach Resident*

*386-290-4043*

little tikes COMMERCIAL

Playgrounds **Fun** & **Easy!**™

8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

February 10, 2025

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: 7th Street Heighborhood Park

To Whom It May Concern:

Thank you for allow us to quote on the playground equipment and installation at 7th Street Neighborhood Park in Holly Hill. Enclosed, you will find our design and detailed pricing for all requested services, as well as the attached supporting documents as requested by your ITB.

Included in the proposal, you will find the following:

- This introductory/Cover Letter with vendor contact information
- Qualification/Experience
- Product submittal as requested
- Quote (Detailed Breakdown)
- Proof of Insurance
- Required Documents

We look forward to you feedback and the chance to work with the City of Holly Hill. Throughout this process, I am happy to serve as your direct point of contact. I am a resident of Ormond Beach and will be your point of contact from start to finish on all items. Should you have any questions, feel free to contact me directly.

Regards,

Jimmy Gandy
Regional Manager
Playworx Playsets, LLC
386-290-4043
jimmy@playworx.com

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## Qualification/Experience

Playworx playsets has been providing playground and related installation services for the past 19 years. We are currently the Little Tikes Commercial rep agency in Georgia, Florida and South Carolina. Our customer list includes Athen-Clarke County, Fort Stewart, Crisp County, Tift County, Orange County, City of Cocoa Beach, The Villages, Hillsborough County, City of Gainesville, Crestview Housing Authority, Savannah-Chatham County, City of Saint Petersburg and numerous others.

In 2017 and 2018, Playworx was recognized by Little Tikes as the #1 representative agency in the United States. Key members of the delivery team have a combined 50+ years of playground design, sales and installation experience.

## Approach

We will approach this project much the same as others, with attention to detail and significant communication with our customer. We expect delivery within 45 days of order. Current lead time is 6 weeks. We would expect installation to take approximately 10 days, weather permitting. Within 65 days of order, your playground should be installed and playground ready for play.

Our estimated timeline includes:

- Date of purchase: mm/dd/yy
- Delivery of Product: Purchase date +50 days
- Receipt of Product: Purchase date + 55 days
- Installation of Equipment: Purchase date + 65 days

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Playworx Playsets, LLC
Canton,GA 30115
386-290-4043 (phone)
jimmy@playworx.com

PlayPower LT Farmington, Inc.
878 E US Hwy 60
Monett, MO 65708
1-800-325-8828

Monday, February 10, 2025

Steven Juengst
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill,FL 32117
(386) 248-9420 (phone)
sjuengst@hollyhillfl.org

R0321257007

Dear Steven Juengst,

Thank you for the opportunity to present the enclosed proposal. Our goal is to offer exceptional service from design through installation. It has been exciting to work with you on the design of this project, and I look forward to helping you make this design a reality.

The cost breakout for this proposal is as follows:

| | | |
|---|---|---|
| PPLT Products: | $ | 63,016.00 |
| Installation: | $ | 28,713.30 |
| Estimated Sales Tax*: | $ | 0.00 |
| Freight: | $ | 4,911.70 |
| | $ | |
| Products by Other: | $ | 6,325.00 |
| **Order Total:** | **$** | **102,966.00** |

A variety of materials regarding our play equipment and services is enclosed for your review. Included in Product by Other is wood fiber mulch, permit fees.

Sincerely,

* Applicable sales taxes will be confirmed once order and any tax certificates are received.



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## General Notes:

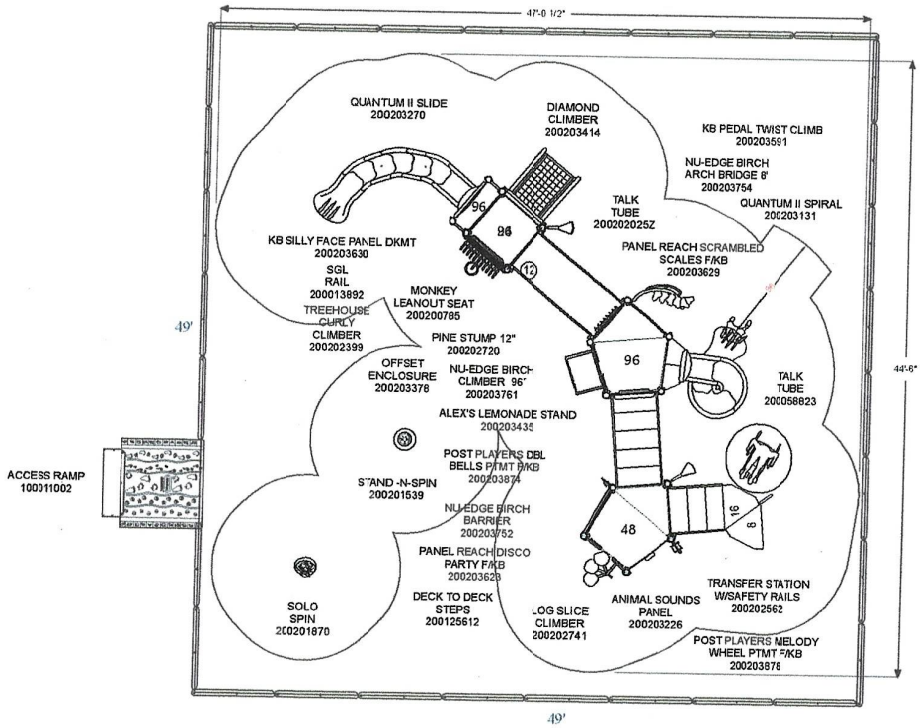
**Age Group**

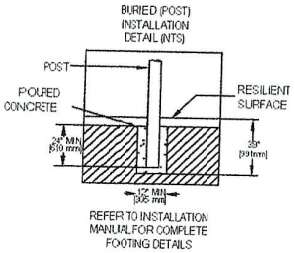
☐ 2-5yrs ☑ 5-12 yrs ☐ 2-12yrs ☐ 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall-absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.

| AGE GROUP 5-12 | | |
|---|---|---|
| ELEVATED PLAY ACTIVITIES - TOTAL | 11 | |
| ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER | 9 | REQ'D 6 |
| ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP | 0 | REQ'D 0 |
| GROUND LEVEL ACTIVITY TYPE | 6 | REQ'D 3 |
| GROUND LEVEL QUANTITY | 10 | REQ'D 4 |

**Child Capacity: 35**




**INSIDE BORDERS**

AREA: 2321 ft²
PERIMETER: 192 ft

The information provided is for estimation purposes only.

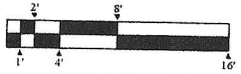
## Playground Layout Compliance:

☑ ASTM F1487 - Playground Equipment for Public Use.
☑ CPSC Handbook for Public Playground Safety

☑ This playground design meets the final Access Board Regulations.

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure
0




**Project:**
7th Avenue Park
Holly Hills, FL

LTCPS rep:
Jimmy Gandy
Playworx Playsets, LLC
404-427-5270

Ground Space: 36'-6" x 33'-0"
Protective Area: 47'-6" x 44'-6"

Drawn by: Rich McCarver
Date: 2/6/2025
DWG Name: R0321_45694574876

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273



playworx
(866) 502-5013
Playworx.com
little tikes COMMERCIAL
Playgrounds Fun & Easy!

**Playworx Playsets, LLC**
8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
**Jimmy Gandy**
404-427-5270
dave@playworx.com

**7th Avenue Park**
Holly Hills, FL

02/06/2025

PlayPower
Inspiring the world to play



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**Jimmy Gandy**
404-427-5270
dave@playworx.com

**7th Avenue Park**
Holly Hills, FL

02/06/2025

PlayPower
Inspiring the world to play

PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: R0321257007

Project: R0321_45694574876_01

**Bill To:**

Steven Juengst
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
(386) 248-9420 (phone)
sjuengst@hollyhillfl.org

**Project Name & Location:**

**Prepared by:**

Playworx Playsets, LLC

8014 Cumming Hwy
Canton, GA 30115 USA
386-290-4043 (phone)
jimmy@playworx.com

**Ship To Address:**

Steven Juengst
City of Holly Hill
787 Center Avenue
#701
Holly Hill, FL 32117
(386) 248-9420 (phone)
sjuengst@hollyhillfl.org

**End User:**

Steven Juengst
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
(386) 248-9420 (phone)
sjuengst@hollyhillfl.org

Quote Number: R0321257007
Quote Date: 2/10/2025
Valid For: 30 Days From Quote Date

## PlayArea_2

Product line: KidBuilders
Age group: 5-12

### Global defaults

| | |
|---|---|
| CLIMBER COLOR | CHARTREUSE |
| Entry Slide Color | FOREST GREEN |
| Exit Slide Color | FOREST GREEN |
| High Bank Right 1 Color | FOREST GREEN |
| High Bank Right 2 Color | FOREST GREEN |
| KB Accent Color | CHARTREUSE |
| KB CLAMP | CHARTREUSE |
| KB Slide/Float Stone Clr | FOREST GREEN |
| KB VINYL CLR PNT | BROWN |
| KB Vinyl color | Brown |
| KB/Jeep Ground Cover | Buried |
| Kid Builder Post Color | BROWN |
| Laminated Panel | FOREST GREEN-SAND-FOREST GREEN |
| Quantum II Nar Hood Color | FOREST GREEN |
| Section 1 Slide Color | FOREST GREEN |
| Section 1 Slide Direction | Left Turn Slide Section |
| Section 2 Slide Color | FOREST GREEN |
| Section 2 Slide Direction | Straight Slide Section |
| Section 3 Slide Color | FOREST GREEN |
| Section 3 Slide Direction | Left Turn Slide Section |
| Section 4 Slide Color | FOREST GREEN |



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

| | |
|---|---|
| Section 4 Slide Direction | Straight Slide Section |
| Section 5 Slide Color | FOREST GREEN |
| Section 5 Slide Direction | Left Turn Slide Section |
| Solo Spin Plastic Clr | CHARTREUSE |
| Solo Spin Post Clr | BROWN |
| Spinner Component Mounting | Buried |
| Stand-n-Spin Clr | BROWN |

## Components

| Part Number | Description | Qty | Weight | Volume | Unit Price | Total |
|---|---|---|---|---|---|---|
| 100001231 | Kid Timberâ„¢ Panel, 1830 mm (6') (Black) | 31 | 29.00 | 2.52 | 106.00 | 3,286.00 |
| 100011002 | Access Ramp for Kid Timber (Black) | 1 | 160.00 | 40.00 | 1,162.00 | 1,162.00 |
| 200008193 | TOOL BOX KID BUILDERS #2, S.S. (MM) | 1 | 3.00 | 0.36 | 0.00 | 0.00 |
| 200013800 | Post Plus, 3455 mm (136"),11 ga. galvanized | 3 | 77.00 | 3.10 | 512.00 | 1,536.00 |
| 200013892 | Single-Rail Assembly | 1 | 11.00 | 0.26 | 237.00 | 237.00 |
| 200015483 | Post Plus, 4166 mm (164"),11 ga. galvanized | 2 | 89.00 | 3.60 | 595.00 | 1,190.00 |
| 200058823 | Two-Talk Tubes, w/15.24 m (50') of pipe | 1 | 189.00 | 11.05 | 1,257.00 | 1,257.00 |
| 200125612 | Deck-To-Deck Steps, 1220 mm (48"), w/safety rails | 1 | 386.00 | 67.17 | 3,376.00 | 3,376.00 |
| 200200530 | KIT MAINTENANCE KB W/PAINT W/O LIST | 1 | 10.00 | 0.00 | 0.00 | 0.00 |
| 200200686 | POST PLUS 186" W/ALUM CAP F/KB | 4 | 102.00 | 0.00 | 619.00 | 2,476.00 |
| 200200687 | POST PLUS 200" W/ALUM CAP F/KB | 3 | 109.00 | 0.00 | 668.00 | 2,004.00 |
| 200200688 | POST PLUS 213" W/ALUM CAP F/KB | 2 | 116.00 | 4.60 | 695.00 | 1,390.00 |
| 200200785 | Steel Monkey Leanout Panel, KB (accent color) | 1 | 160.00 | 31.00 | 2,154.00 | 2,154.00 |
| 200201539 | Stand N Spin | 1 | 118.00 | 19.90 | 1,405.00 | 1,405.00 |
| 200201870 | Solo Spinner | 1 | 38.00 | 3.50 | 926.00 | 926.00 |
| 200202399 | Recycled Treehouse Curly Climber 36" | 1 | 155.00 | 34.00 | 2,543.00 | 2,543.00 |
| 200202483 | KB Deck Square Large Hole 11GA | 2 | 116.00 | 9.86 | 1,345.00 | 2,690.00 |
| 200202547 | KB Deck Rest 11GA | 2 | 179.00 | 15.52 | 2,517.00 | 5,034.00 |
| 200202562 | KB Transfer Station 1220 SFTY RL 11GA | 1 | 378.00 | 30.58 | 4,389.00 | 4,389.00 |
| 200202720 | NU-Edge Stump Pine Short | 1 | 42.00 | 3.00 | 777.00 | 777.00 |
| 200202741 | NU-Edge Log Slice Climb 1220MM (48") F/KB | 1 | 130.00 | 6.50 | 3,401.00 | 3,401.00 |
| 200203131 | Quantum II Slide, 8' Right Spiral | 1 | 210.00 | 162.00 | 6,469.00 | 6,469.00 |
| 200203226 | KB Electronic Animal Panel DKMT | 1 | 45.00 | 1.00 | 3,230.00 | 3,230.00 |
| 200203270 | Quantum II Slide, Single Entry (96")<br>Entry Slide Color: FOREST GREEN<br>Exit Slide Color: FOREST GREEN<br>Section 3 Slide Color: FOREST GREEN | 1 | 255.00 | 48.00 | 6,790.00 | 6,790.00 |
| 200203378 | KB Wire Mesh Offset Enclosure | 1 | 30.00 | 2.00 | 631.00 | 631.00 |
| 200203414 | NU-Edge X Diamond Climb | 1 | 450.00 | 50.00 | 7,868.00 | 7,868.00 |
| 200203435 | Alex's lemonade stand | 1 | 100.00 | 5.00 | 1,724.00 | 1,724.00 |
| 200203509 | Elevated Transfer Deck with Rails | 1 | 120.00 | 10.00 | 2,014.00 | 2,014.00 |
| 200203591 | Pedal Twist Climb | 1 | 100.00 | 30.00 | 2,966.00 | 2,966.00 |
| 200203623 | Unlimited Play Disco Party Reach Panel - KB | 1 | 45.00 | 2.50 | 2,939.00 | 2,939.00 |
| 200203629 | Unlimited Play Scrambled Scales Reach Panel - KB | 1 | 45.00 | 3.50 | 3,081.00 | 3,081.00 |
| 200203630 | Unlimited Play Silly Face Panel - Deck Mount - KB | 1 | 80.00 | 9.50 | 1,597.00 | 1,597.00 |
| 200203752 | NU-Edge Birch Barrier F/KB | 1 | 105.00 | 6.00 | 779.00 | 779.00 |
| 200203754 | NU-Edge Birch Arch Bridge 8' F/KB | 1 | 490.00 | 55.00 | 4,119.00 | 4,119.00 |
| 200203761 | NU-Edge Birch Climber F/KB 96" | 1 | 205.00 | 15.00 | 2,728.00 | 2,728.00 |
| 200203874 | Post Players Double Bells Post Mount F/KB | 1 | 50.00 | 2.00 | 832.00 | 832.00 |
| 200203878 | Post Players Melody Wheel Post Mount F/KB | 1 | 50.00 | 2.00 | 832.00 | 832.00 |
| HW7704-1 | HRDW PKG F/CLAMP ELIMINATION S1/1 | 1 | 1.00 | 0.00 | 48.00 | 48.00 |

## RiskSign_Included

Product line: Park Service
Age group:

## Global defaults

| | |
|---|---|
| RISK MGNT SIGN CLR | CHARTREUSE |



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## Components

| Part Number | Description | Qty | Weight | Volume | Unit Price | Total |
|---|---|---|---|---|---|---|
| 787Z | RISK MANAGEMENT SIGN - ENGLISH | 1 | 0.00 | 10.00 | 0.00 | 0.0( |

## Additional Items

| Part Number | Description | Qty | Weight | Volume | Unit Price | Total |
|---|---|---|---|---|---|---|
| 105295 | BAG ZIPLOCK 12" X 14" | 1 | 0.00 | 0.00 | 0.00 | 0.0( |
| 200111492 | Label, Identification stamped w/rivets | 4 | 0.00 | 0.00 | 0.00 | 0.0( |
| 200305597 | 14' LARGE CRATE (ASSY DOMESTIC) | 5 | 385.00 | 0.00 | 0.00 | 0.0( |
| 925603 | LABEL P/C (5 TO 12 YRS) PPLT | 3 | 1.00 | 0.00 | 7.70 | 23.1( |
| 925960 | THUMB DRIVE 2GB - PPLT | 1 | 0.00 | 0.00 | 0.00 | 0.0( |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS | 1 | 0.00 | 0.00 | 0.00 | 0.0( |

## Parts By Other

| Part Number | Description | Qty | Weight | Volume | Unit Price | Total |
|---|---|---|---|---|---|---|
| Mulch | EWF Mulch @ 12" | 85 | 0.00 | 0.00 | 65.00 | 5,525.00 |
| PRMT | Permit | 1 | 0.00 | 0.00 | 800.00 | 800.00 |

## Totals:

| | |
|---|---|
| Equipment Weight: | 8,954.00 lbs |
| Equipment Volume: | 815.40 ft$^3$ |
| Equipment List: | $89,880.00 |
| Discount Amount: | -$26,864.00 |
| Products Subtotal: | $63,016.00 |
| Products by Other: | $6,325.00 |
| Installation: | $28,713.30 |
| Freight: | $4,911.70 Code: 32117-815-45698 |
| Estimated Sales Tax*: | $0.00 |
| **Grand Total:** | **$102,966.00** |

---

Make Purchase Orders Out To:
PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:
PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received
† Denotes drop ship item.
Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT 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 "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT 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 PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

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

| Submitted By | Printed Name and Title | Date |
|---|---|---|

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date: _____

_____

_____

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 PPLT'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, PPLT 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 PPLT 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 PPLT 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 PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT 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 PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT 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 PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S 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 PPLT'S INSTALLATION AND OWNER'S 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.



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT 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 PPLT 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 PPLT 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. PPLT Retains full title to all Equipment until full payment is received by PPLT. 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. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, 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 PPLT. 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 PPLT 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 PPLT 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.

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Playworx Playsets, LLC
Canton,GA 30115
386-290-4043 (phone)
jimmy@playworx.com

PlayPower LT Farmington, Inc.
878 E US Hwy 60
Monett, MO 65708
1-800-325-8828

Monday, February 10, 2025

Steven Juengst
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill,FL 32117
(386) 248-9420 (phone)
sjuengst@hollyhillfl.org

R0321257007

Dear Steven Juengst,

Thank you for the opportunity to present the enclosed proposal. Our goal is to offer exceptional service from design through installation. It has been exciting to work with you on the design of this project, and I look forward to helping you make this design a reality.

The cost breakout for this proposal is as follows:

| | | |
|---|---|---|
| PPLT Products: | $ | 63,016.00 |
| Installation: | $ | 28,713.30 |
| LandSoft Turf Installation: | $ | 0.00 |
| Estimated Sales Tax*: | $ | 0.00 |
| Freight: | $ | 4,911.70 |
| Drop Ship Freight: | $ | 0.00 |
| Products by Other: | $ | 6,325.00 |
| **Order Total:** | **$** | **102,966.00** |

A variety of materials regarding our play equipment and services is enclosed for your review. If you have any questions or need further information, please do not hesitate to give me a call.

Sincerely,

* Applicable sales taxes will be confirmed once order and any tax certificates are received.



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**SECTION 00 30 00**
**PROPOSAL**

**FOR**

**CITY OF HOLLY HILL**

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

**BID NO. 25-BG-10**

**(To be completed ~~in~~ Duplicate)**

Bidder's Name: PlayPower LT Farmington, Inc.

Submitted: February 10, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Hundred two thousand, nine hundred sixty-six (In Words)

Dollars $ 102,966 (In Figures)

## COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

## REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.

B. Permanent main office address.

C. When organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment Playground equipment.

L. Experience in construction work similar in type to this project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit available: $ 30,000,000.00



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: Adrienne Cohen
Director
Société Générale
245 Park Avenue – 10th Floor New York, NY 10167
Tel: 212-278-6139

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes, with signed NDA

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 10th day of February 10, 2025.

PlayPower LT Farmington, Inc.
Name of Bidder
By: Customer Services Manager
Title

State of Missouri

County of Lawrence

Jeff Prangler being duly sworn deposes and says that he is the Customer Services Manager of PlayPower LT Farmington, Inc. and that the answers to the PlayPower LT Farmington, Inc foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10th day of Feb, 2025.

Kim Adams
Notary Public

Kim Adams
Notary Public (Print or Type) My commission expires: 4/13/26

Kim Adams
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Lawrence County
My Commission Expires: 4/13/2026
ID. #14435117



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 00
## LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

| SUBCONTRACTOR | COMPANY NAME | REFERENCES |
|---|---|---|
| Playworx Playsets, LLC | Playworx Playsets, LLC | 1) See Below.<br>2)<br>3) |
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |
| | | 1)<br>2)<br>3) |

END OF SECTION



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 10
## LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

| NO. | PROJECT | OWNER | DESCRIPTION/COST | REFERENCE | DATE WORK STARTED & FINISHED MM/YR TO MM/YR |
|---|---|---|---|---|---|
| 1 | Multiple Projects | Orange County Parks and Rec | Playground Equipment & Installation | Michael Statham | Multiple Projects From 2020 to current. |
| 2 | All Peoples Park | Hillsborough County | Playground Equipment & Installation | Adrienne Rousse | 2020 |
| 3 | Multiple Schools. | Dekalb County Schools | Playground Equipment & Installation | Lemuel Hawkins | 2015 to current. Installed 60 playgrounds in 2023 |

END OF SECTION



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## ACKNOWLEDGMENT OF ADDENDA

**Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project.** Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the _____NA_____Bank of _____ or Bid Bond for the sum of _____Dollars (_____), made payable to _____(Owner).

_____
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

_____
(Title of Officer)

_____
Name of Bidder

_____
Address

_____
City/State/Zip

_____
Telephone

_____
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____
_____
_____

END OF SECTION



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal or Contract No. BID NO 25-BG-10 for 7th Street Neighborhood Park Playground - CDBG.

This sworn statement is submitted by PlayPower LT Farmington, Inc. whose business address is 878 E. HWY 60 Monett, MO. 65708 and (if applicable) its Federal Employer Identification Number (FEIN) is EIN # 34-1725366. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

My name is Jeff Prangler any my relationship to the entity named above is Customer Services Manager.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

(Signature) _____ Date: 02/10/2025

State of Missouri County of Lawrence

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jeff Pearcy who, after first being sworn by me, affixed her/his signature in the space provided above on this 10th day of Feb, 2025

Kim Adams
Notary Public

Kim Adams
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Lawrence County
My Commission Expires: 4/13/2026
ID. #14435117

My Commission Expires: 4/13/26



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 48 00
## ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: PlayPower LT Farmington, Inc.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Customer Services Manager - Authorized Signatory for PlayPower

ADDRESS: 878 E. HWY 60

CITY AND STATE: Monett, MO. 65708

TELEPHONE: 417-354-2281

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 50
# DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 60

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

### Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: PlayPower LT Farmington, Inc.

Authorized representative (printed): Jeff Prangler

Authorized representative (signature):

Date: 02/10/2025

END OF SECTION



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Aon Risk Services Central, Inc.
St. Louis MO Office
4220 Duncan Avenue
Suite 401
St Louis MO 63110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

**INSURED**
Playpower Holdings, Inc.
11515 Vanstory Drive
#100
HUNTERSVILLE NC 28078 USA

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | James River Insurance Company | 12203 |
| INSURER B: | Pennsylvania Manufacturers' Assoc Ins Co | 12262 |
| INSURER C: | Allied World Assurance Company (US) Inc | 19489 |
| INSURER D: | Columbia Casualty Company | 31127 |
| INSURER E: | | |
| INSURER F: | | |

**COVERAGES** **CERTIFICATE NUMBER:** 570104287275 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 000959654 | 10/01/2023 | 10/01/2024 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | SIR applies per policy terms & conditions | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | SIR | $500,000 |
| B | AUTOMOBILE LIABILITY | | | 152300 0652321B | 10/01/2023 | 10/01/2024 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| B | X ANY AUTO | | | CA | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | 152300 0652321A | 10/01/2023 | 10/01/2024 | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | AOS | | | PROPERTY DAMAGE (Per accident) | |
| | X $1,000 Ded. Comp X $1,000 Ded. Collision | | | | | | | |
| C | X UMBRELLA LIAB X OCCUR | | | 03140086 | 10/01/2023 | 10/01/2024 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED X RETENTION $10,000 | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | 2023750652321 | 10/01/2023 | 10/01/2024 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Playpower LT-Farmington, Inc., formerly know as Little Tikes Commercial Play Systems, Sunrise Park project. The City of Holly Hill, elected officials and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of The City of Holly Hill in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER**

City of Holly Hill
Attn: Commission Chamber
North Playground
1065 Ridgewood Ave.
Holly Hill FL 32117 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570104287275

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



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AGENCY CUSTOMER ID: 570000052633
LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page _ of _

| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Central, Inc. | Playpower Holdings, Inc. |
| POLICY NUMBER: See Certificate Numbe 570104287275 | |
| CARRIER: See Certificate Numbe 570104287275 / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | EXCESS LIABILITY | | | | | | | |
| D | | | | 7040440664<br>01 Excess Liab$5M xs $5M | 10/01/2023 | 10/01/2024 | Aggregate | $5,000,000 |
| | | | | | | | Each Occurrence | $5,000,000 |



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Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

AGENCY CUSTOMER ID: 570000052633
LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page _ of _

| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Central, Inc. | Playpower Holdings, Inc. |
| POLICY NUMBER | |
| See Certificate Numbe 570104287275 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Numbe 570104287275 | |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Schedule

PlayPower Inc. (First named insured)

Additional Named Insureds

Play Holdings Inc.
PlayPower, Inc.
PlayPower Holdings, Inc.
PlayPower Finance, Inc.
Miracle Recreation Equipment Company, Inc.
E-Z Dock, Inc.
Kid Play, Inc.
Soft Play, L.L.C.
PlayPower LT Farmington, Inc.
Play Design International SARL
PlayWorld Systems, Inc.
PlayWorld Preferred, Inc.
Playtime LLC
No Fault LLC

ACORD 101 (2008/01)
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Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Form **W-9**
(Rev October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
PlayPower LT Farmington, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
878 E. HWY 60

Requester's name and address (optional)

City, state, and ZIP code
Monett, MO. 65708

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
34-1725366

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 03/08/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



END OF SECTION

00 48 70 – 1
SECTION 00 48 80

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

PlayPower LT Farmington, Inc.
878 E. Hwy 60
Monett, MO. 65708

Consultant/Contractor Name and Address

Jeff Prangler Digitally signed by Jeff Prangler Date: 2025.02.10 12:08:26 -06'00'

Signature

Jeff Prangler - Customer Services Manager

Name and Title

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

## Section 3 Business Concern Certification

**This document must be completed and returned from the primary bidder with their bid submission.** Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: 7th Street Neighborhood Park Playground - CDBG
Agency Name: PlayPower LT Farmington, Inc. c/o Playworx Playsets LLC.
Contact person: Jeff Prangler Title: Customer Services Manager
Address of business: 878 E. HWY 60 Monett, MO. 65708
Telephone number: 417-354-2281 Fax number: 417-354-2273
E-mail address: Jeffery.Prangler@playpower.com
Federal Employer Identification Number/SSN: EIN # 34-1725366

1. Type of business:
*(Check one)* ☒ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☒ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☒ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

**2024 AMI →** Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: Jeff Prangler
Signature: Jeff Prangler Digitally signed by Jeff Prangler Date: 2025.02.10 10:48:50 -06'00' Date: 02/10/2025
Title: Customer Services Manager

**NOTE**: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

## Section 3 Project Workforce

Project Name: 7th Street Neighborhood Park Playground - CDBG  Agency Name: PlayPower LT Farmington, Inc. c/o Playworx Playsets LLC.

**This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.**

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification must include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

| Employee Name | ID # | Hire Date | Wage Classification | Phone Number | Residential Address | Claiming Section 3 status? |
|---|---|---|---|---|---|---|
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**NOTE:** Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.





Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

# Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

**NOTE:** Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review

Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

# Build America, Buy America (BABA) Information

**What is Build America, Buy America (BABA)?**

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the "Buy America Preference (BAP)".

**When does BABA apply to projects?**

The Build America, Buy America Act (BABA) applies to all federally funded infrastructure projects. The Community Development Block Grant (CDBG) is a federal funding source and BABA would apply for all infrastructure project funded with CDBG. If additional funding sources are being used, the entire project must meet BABA requirements if any federal funding source is being utilized.

**What is considered an infrastructure project?**

The following are considered infrastructure projects according to BABA:

- Rehabilitation, maintenance, and reconstruction of buildings and real property, including housing
- Construction and repair of public facilities and improvements, such as water, sewer, or other utilities, parks, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure

**Do all materials have to be manufactured in the United States?**

The U.S. Department of Housing and Urban Development (HUD) is requiring that BABA be met in phases to assist with the current transition. The phases are based on the year the funds were obligated. If you are unsure which fiscal year the funds were obligated for your project, reach out to the city you were awarded by or CDBG@volusia.org.

| Obligated Fiscal Year | Materials that must follow BABA |
|---|---|
| FY 2023/24 | • Iron<br>• Steel |
| FY 2024/25 | • Non-ferrous metals<br>• Lumber<br>• Plastic- and polymer-based composite building materials, pipes, and tubes |
| FY 2025/26 | • All other plastic- and polymer-based products<br>• Glass<br>• Fiber optic cable<br>• Optical fiber<br>• Engineered wood<br>• Drywall |

**What information is required for BABA reporting?**

For Community Development funded infrastructure projects, the following is required:

- BABA Certification form
- Supporting documentation to show that all required materials were produced in the United States
    - Invoices, receipts, etc.

The form to be completed by the contractor is subject to change as additional information is provided by HUD.



Attachment: Exhibit Q - Playworx Playsets Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Invitation to Bid

## NUMBER
## 25-BG-10

HOLLY HILL
FLORIDA

# 7th Street Neighborhood Park Playground - CDBG

Michele Moore, Finance Director

TOP LINE RECREATION INC

2922 HOWLAND BLVD -S T 4

DELTONA,FL 32725

386-575-8359 – SONIAP@TOPLINEREC.COM

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Top Line
RECREATION

2922 HOWLAND BLVD – ST 4 - DELTONA, FL 32725

386-575-8359 – 800-921-4509

WWW.TOPLINEREC.COM

**February 10, 2025**

To City of Holly Hill, Florida

Dear Joseph A. Forte – City Manager

I am writing to express my interest in the RFP #25-BG-10 7th Street Neighborhood Park Playground - CDBG, **DUE** 10:00am, February 11, 2025
, and hereby submit my Letter of Intent for Bidding.

As a successful, experienced and qualified company, I am confident that my bid will reflect the fair market value of the Playground Project requested. My company commitment to this endeavor is absolute, as I believe in the potential of your property and its strategic location. It is in this respect that I submit my formal intent to bid, backed by all documents requested, great playground design and a strong desire to close the deal to our mutual satisfaction.

I understand that the bidding process is a sensitive one and assure you that this Letter of Intent for Bidding is not just a procedural necessity for me. Rather, it is a testament to my sincere interest and a further promise to adhere to all rules, deadlines, and requirements the bidding process may necessitate.

I am positive that my bid will be a win-win proposition for us both and the community, enriching your City with one more beautiful park. Should you require any further information, do not hesitate to contact me via email addressed below.

Anticipating a positive response.

Sincerely,

Sonia M Perkins - President

soniap@toplinerec.com

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# Invitation to Bid

**NUMBER**
**25-BG-10**

HOLLY HILL
FLORIDA

## 7th Street Neighborhood Park Playground - CDBG

Michele Moore, Finance Director

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 30 00
# PROPOSAL

## FOR

## CITY OF HOLLY HILL

## 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

## BID NO. 25-BG-10

**(To be completed in Duplicate)**

Bidder's Name: TOP LINE RECREATION INC

Submitted: FEBRUARY 10, 20 25

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from her/his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

**7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG**

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

**One Hundred and Two Thousand Nine Hundred Sixty Six Dollars**

(In Words)

Dollars $ **102,966.00** (In Figures)

## COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or her/his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or her/his Surety, then such excess shall be paid to the Owner by the Contractor or her/his Surety.



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

## REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## ACKNOWLEDGMENT OF ADDENDA

**Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project.** Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. N/A Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

**BID BOND NOT REQUEST FOR THIS BID - PAGE 8 - 1.09 - PROPOSAL SECURITY**

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of _____ Dollars (_____),

made payable to _____ (Owner).

**TOP LINE RECREATION INC**
(Name of Bidder) (Affix Seal)

(Signature of Officer)

**SONIA M PERKINS - PRESIDENT**
(Title of Officer)

**TOP LINE RECREATION INC**
Name of Bidder

**2922 HOWLAND BLVD - ST 4**
Address

**DELTONA, FL 32725**
City/State/Zip

**386-575-8359**
Telephone

**BUILDWORX - CGC1530248**
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

**SONIA M PERKINS - PRESIDENT - 3221 DUDLEY DR , DELTONA FL 32738**
**TERRY PERKINS - VICE -PRESIDENT - 3221 DUDLEY DR, DELTONAFL 32738**

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. **TOP LINE RECREATION INC**

B. Permanent main office address. **2922 HOWLAND BLVD - ST 4 - DELTONA, FL 32725**

C. When organized. **AUG 16, 2011**

D. If a corporation, where incorporated. **FLORIDA**

E. How many years have you been engaged in the contracting business under your present firm or trade name? **14**

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **attached**

G. General character of work performed by your company. **DESIGN, SUPPLY AND INSTALL PLAYGROUNDS SHADES, PAVILIONS, AMENITIES, SURFACES.**

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? **NO**

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. **NONE**

I. Have you ever defaulted on a contract? If so, where and why? **NO**

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment **BCI BURKE PLAYGROUNDS**

L. Experience in construction work similar in type to this project. **14 YEARS**

M. Background and experience of the principal members of your organization, including the officers. **SONIA M PERKINS 14 YEARS /TERRY PERKINS - 37 YEARS / ROB WILSON 14 YEARS - DEBBIE LLOYD 26 YEARS.**

N. Credit available: $ **900,000.00**



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

O. Give bank reference: SEACOST BANK - LUIS SEPULVIDA - 407-321-9055

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 10 day of FEBRUARY, 20 25.

TOP LINE RECREATION INC
Name of Bidder
By: Sonia Perkins
SONIA M PERKINS Title PRESIDENT

State of FL

County of VOLUSIA

Sonia Perkins being duly sworn deposes and says that he is the President of Top Line Recreation and that the answers to the Top Line Recreation foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10 day of February, 20 25.

Notary Public

Jennifer Janelle
Notary Public (Print or Type) My commission expires: 3/27/27

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

**F. CONTRACTS ON HAND: (SCHEDULE THESE, SHOWING AMOUNT OF EACH CONTRACT AND THE APPROPRIATE ANTECIPATED DATES OF COMPLETION)**

| CUSTOMER | PROJECT | ADRESS | AMOUNT | ANTECIPATED COMPLETION DATE |
|---|---|---|---|---|
| City of Jacksonville | Jacksonville Parks | Jacksonville, FL | $568,519.26 | 2/28/25 |
| St Lucie County Park & Rec | Pepper Park | Ft. Pierce, FL | $289,172.08 | 3/14/25 |
| Coconut Creek Park & Rec | Coconut Creek Rec Ctr | Coconut Creek, FL | $533,293.93 | 2/28/25 |
| Orange Co. Park & Rec | Horizon West | Orlando, FL | $255,080 | 2/14/25 |
| Crest Hammock HOA | Crest Hammock | Sarasota, FL | $91,821.63 | 3/1/25 |
| Orange Co Public Schools | Orange Co Public School | Orlando, FL | $701,445 | 3/1/25 |
| City of Hollywood | Zinkil Park | Hollywood, FL | $113,717.15 | 2/20/25 |
| Liberty Companies | Riverdale HS | Fort Myers, FL | $37,740.89 | 4/11/25 |
| Marion Co Park & Rec | Weirsdale Park | Ocala, FL | $59,161.83 | 4/1/25 |
| Lake Alfred Park & Rec | Central Park | Lake Alfred, FL | $518,861.63 | 3/20/25 |
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Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 33 00
# LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

| SUBCONTRACTOR | COMPANY NAME | REFERENCES |
|---|---|---|
| JOHNNIE D CROW<br>407-904-9679<br>JCROW@BUILDWORX.LLC | BUILDWORX LLC<br>401 E. SMITH STREET<br>WINTER GARDEM FL 34787 | 1) CROSS BRIDGE CHURCH -ROCKLEDGE,FL<br>2) CITY OF WINTER PARK<br>3) SEMINOLE COUNTY SCHOOLS |
| BILLY BOYDSON<br>813-766-2348<br>TOTALMAINTENANCEANDWELDING@GMAIL.COM | TOTAL MAINTENANCE<br>37736 TIFFANY RD<br>DADE CITY, FL 33525 | 1) SEVEN OAKS - WESLEY CHAPEL, FL<br>2) OVERLOOK PARK-TEMPLE TERRACE, FL<br>3) CENTENNIAL PARK - PORT CHARLOTTE, FL |
| STEVE HARTCOURT<br>561-307-5597<br>HARCOURTINT@GMAIL.COM | SAFETY 1ST<br>4711 N. ASTRALIAN AVE, ST 5<br>WEST PALM BEACH, FL 33407 | 1) CITY OF NEW PORT RICHEY<br>2) CITY OF GREENACRES<br>3) CITY OF HOLLYWOOD |
| | | 1)<br>2)<br>3) |

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 33 10
## LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

| NO. | PROJECT | OWNER | DESCRIPTION/COST | REFERENCE | DATE WORK STARTED & FINISHED MM/YR TO MM/YR |
|---|---|---|---|---|---|
| 1 | CROSS BRIDGE CHURCH ROCKLEDGE, FL | TERRY GUSLER | PLAYGROUND SHADE INSTALLATION MULCH | TERRY GUSLER 614-691-9225 | START 06-23-2023 FINISH 08-24-2024 |
| 2 | LIBERTY MAGNET SCHOOL VERO BEACH, FL | INDIAN RIVER SCHOOLS | PLAYGROUND INSTALLATION MULCH | ROBERT MICHEL 772-925-9120 | START 23-10-2023 FINISH 02-14-2024 |
| 3 | LITTLE FIRENDS PRESCHOOL PORT ST LUCIE, FL | MORNING SIDE ACADEMY | PLAYGROUND INSTALATION SYNTHETIC TURF | LAUREN MONTERO 772-335-5244 | START 09-29-2023 FINISH 02-25-2024 |

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Top Line
RECREATION

# REFERENCE

**PROJECT NAME:** LITTLE FRIENDS PRESCHOOL

**DATE OF COMPLETION:**

**LOCATION: 651 BARNS BLVD** – 2180 SE MORNINGSIDE BLVD – PORT ST LUCIE, FL 34952

**SCOPE OF WORK:** BURKE PLAYGROUND, INSTALLATION, SYNTHETIC TURF

**VALUE:** $ 247,934.44

**SALES REP:** DEBBIE LLOYD

**INSTALLATION:** BUILDWORX CONSTRUCTION LLC

**CUSTOMER:** MORNING SIDE ACADEMY

**CUSTOMER CONTACT: LAUREN MONTERO** – 772-335-5244 – LAUREN@MORNINGSIDEACADEMY.COM




2922 HOWLAND BLVD – SUITE 4 DELTONA, FL 32725 - PHONE 386-575-8359

WWW.TOPLINEREC.COM

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Top Line
RECREATION

# REFERENCE

**PROJECT NAME:** LIBERTY MAGNET SCHOOL

**DATE OF COMPLETION:** 02-14-2024

**LOCATION:** 6850 81ST STREET – VERO BEACH, FL 32967

**SCOPE OF WORK:** BURKE PLAYGROUND, INSTALLATION, MULCH

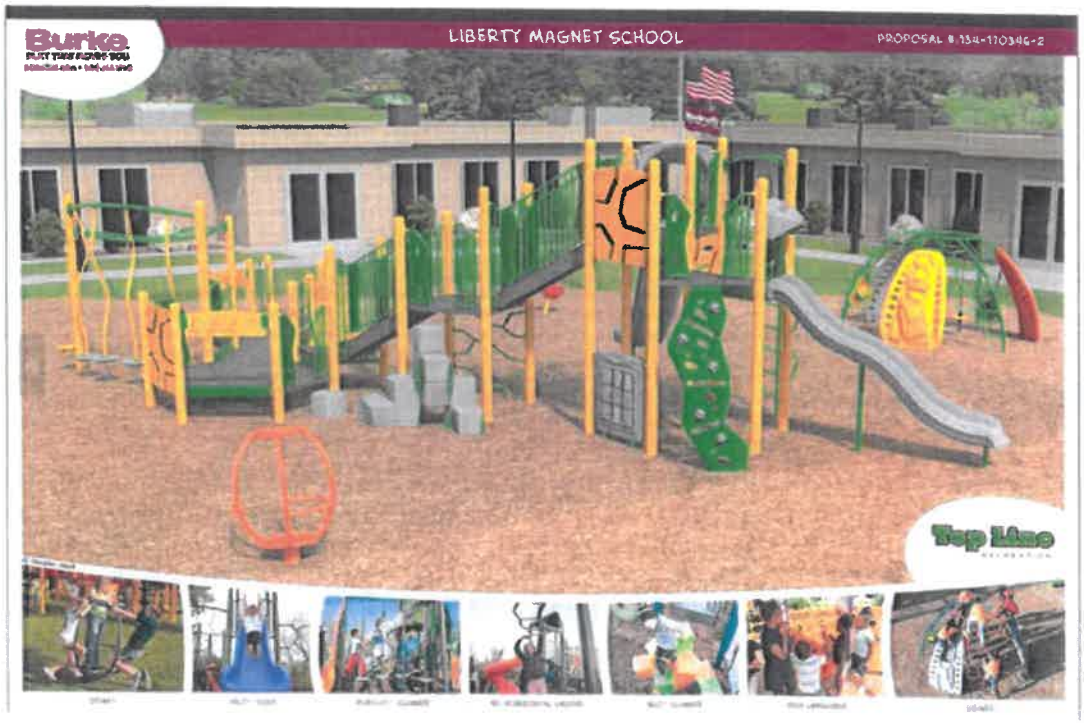
**VALUE:** $ 116,523.21

**SALES REP:** DEBBIE LLOYD

**INSTALLATION:** BUILDWORX CONSTRUCTION LLC

**CUSTOMER:** INDIAN RIVER SCHOOLS

**CUSTOMER CONTACT:** ROBERT MICHEL – 772-925-9120 – ROBERT.MICHAEL@INDIANRIVERSCHOOLS.ORG




2922 HOWLAND BLVD – SUITE 3 DELTONA, FL 32725 - PHONE 386-575-8359

WWW.TOPLINEREC.COM

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Top Line
RECREATION

# REFERENCE

**PROJECT NAME:** CROSS BRIDGE CHURCH

**DATE OF COMPLETION:** 08-24-2023

**LOCATION:** 651 BARNS BLVD – ROCKLEDGE, FL 32955

**SCOPE OF WORK:** BURKE PLAYGROUND, SHADE SYETEMS, INSTALLATION, MULCH

**VALUE:** $ 458,617.95

**SALES REP:** DEBBIE LLOYD

**INSTALLATION:** BUILDWORX CONSTRUCTION LLC

**CUSTOMER:** CROSS BRIDGE CHURCH

**CUSTOMER CONTACT:** TERRY GUSLER – 614-961-9225 – BUSINESS@CROSSBRIDGENAZ.ORG




2922 HOWLAND BLVD – SUITE 3 DELTONA, FL 32725 - PHONE 386-575-8359

WWW.TOPLINEREC.COM

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 25-BG-10 for 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG.

This sworn statement is submitted by TOP LINE RECREATION INC whose business address is 2922 HOWLAND BLVD - ST 4 - DELTONA, FL 32725 and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3009109. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is SONIA M PERKINS any my relationship to the entity named above is PRESIDENT.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_x_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

(Signature) Sonia Perkins Date: 02-10-2025

State of FLORIDA County of VOLUSIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Sonia Perkins who, after first being sworn by me, affixed her/his signature in the space provided above on this 10 day of February, 2025.

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

Notary Public

My Commission Expires: 3/27/27

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 00
# ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: TOP LINE RECREATION INC

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: PRESIDENT

ADDRESS: 2922 HOWLAND BLVD - ST 4

CITY AND STATE: DELTONA, FL 32725

TELEPHONE: 386-575-8359

COMPLETION TIME: 02-10-2025

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 50
# DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 48 60

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

### Project Number: ITB # 25-BG-10

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Valerie Manning, City Clerk**
*386-248-9441*
vmanning@hollyhillfl.org
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

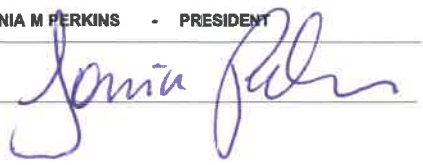
A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: TOP LINE RECREATION INC

Authorized representative (printed): SONIA M PERKINS - PRESIDENT

Authorized representative (signature): 

Date: 02-10-2025

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
**TOP LINE RECREATION INC**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
**2922 HOWLAND BLVD - ST 4**

Requester's name and address (optional)

City, state, and ZIP code
**DELTONA, FL 32725**

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

or

**Employer identification number**
**45 3009109**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶ **02-10-2025**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



END OF SECTION

00 48 70 - 1

SECTION 00 48 80

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 25-BG-10

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

**TOP LINE RECREATION INC**

**2922 HOWLAND BLVD - ST 4**
**DELTONA, FL 32725**

Consultant/Contractor Name and Address

Signature

**SONIA M PERKINS - PRESIDENT**

Name and Title

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this 10 day of FEBRUARY, 20 25, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as TOP LINE RECREATION INC organized and existing under the laws of the State of FL; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as RESALE of 2922 HOWLAND BLVD - ST 4 City DELTONA State of FL Zip Code 32725, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

A. The Contractor agrees to furnish all labor, materials, equipment for:

**7TH Street Neighborhood Park Playground - CDBG**

ARTICLE II.

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **180 days.**

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **$500 (FIVE HUNDRED DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Contract Price of $ 102,966.00 and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 50% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (5%) of the amount of each estimate.

2. .

2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation. ARTICLE V.

A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

ARTICLE VII.

A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

Valerie Manning

Title City Clerk

CITY OF HOLLY HILL, FLORIDA

By_____

Joseph A. Forte

Title City Manager

TOP LINE RECREATION INC

WITNESS:

CONTRACTOR

By_____

SONIA M PERKINS - PRESIDENT

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 65 00
# CERTIFICATE OF INSURANCE
# FOR
# PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify TOP LINE RECREATION INC Company has issued to 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG the City of HOLLY HILL, State of FL,

the following policy or policies; Public Liability Policy No. CCSU0142752 effective on,

_____. 20 25,
limits 3,000,000,

Property Damage Policy No. CSU0142752 effective on 11-21, 20 24, and expiring

on 11-21, 20 25, limits CSU0142752.

If at any time this coverage is to be canceled, the undersigned will notify the insured and CITY OF HOLLY HILL, in writing thirty (30) days prior to cancellation of the policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Cooper Risk Advisors, LLC
PO Box 638
904 N Main Street
Lapel IN 46051

**CONTACT NAME:** Bill Hodgkins
**PHONE (A/C, No, Ext):** 321-214-1990 **FAX (A/C, No):** 765-534-2067
**E-MAIL ADDRESS:** billh@cooperindiana.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Cincinnati Specialty Un Ins Co | 13037 |
| INSURER B : Old Dominion Insurance Company | 40231 |
| INSURER C : Evanston Insurance Company | 35378 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** TOPLINE-01
Top Line Recreation, Inc.
2922 Howland Blvd., Suite 3
Deltona FL 32725

**COVERAGES** **CERTIFICATE NUMBER:** 1180126083 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | CSU0142752 | 11/21/2024 | 11/21/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | CA00021590 | 1/1/2025 | 1/1/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | UMBRELLA LIAB X OCCUR | Y | Y | EZXS3137652 | 11/21/2024 | 11/21/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000,000 |
| | DED X RETENTION $ $0.00 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory In NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability/E&O | | | CSU0142752 | 11/21/2024 | 11/21/2025 | Occurrence<br>Aggregate | 1,000,000<br>3,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: CITY OF HOLLY HILL – SUNRISE PARK NORTH PLAYGROUND - CDBG – BID NO. 24-BG-04.
City of Holly Hill, elected officials, & employees, and the adjacent property owners are named as Additional Insured with respect to General Liability when required by written contract/agreement. Coverage is primary & non-contributory for completed and ongoing operations. Waiver of subrogation is in favor of the Additional Insureds. Excess policy follows form.

**CERTIFICATE HOLDER**
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117
USA

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
W'E Hall

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Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 66 00
# AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of FL

County of VOLUSIA

TOP LINE RECREATION INC being duly sworn according to law, deposes and says (it, he, they) ha_ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the TOP LINE RECREATION INC Company, under the terms of Policy No. WC47-58-512-12 for a period from 06-01, 20 24 to 06-01, 20 25.

WITNESS:

CONTRACTOR: TOP LINE RECREATION INC

By Sonia Perkins

Title SONIA M PERKINS - PRESIDENT

Sworn to and subscribed before me this 10 day of February, 2025.

Notary Public

Jennifer Janelle

Notary Public (Print or Type)

NOTARY PUBLIC STATE OF FLORIDA

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

My Commission Expires: 3/27/27

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# SECTION 00 66 50
# CERTIFICATE OF INSURANCE FOR WORKMEN'S COMPENSATION

This is to certify that TOP LINE RECREATION INC, Company has issued to 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG, of the City of HOLLY HILL, State of _____,

the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. WC 47-58-512-23

_____effective on 06-01, 20 24.

Reference Policy No. WC 47-58-512-13 effective on 06-01-,

20 24 and expiring on 06-01, 20 25 re

limits 1,000,000.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the CITY OF HOLLY HILL in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>Marsh McLennan Agency, LLC - Bouchard Region<br>101 North Starcrest Drive<br>Clearwater, FL 33765 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** (727) 447-6481 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc.<br>100 South Missouri Avenue<br>Clearwater, FL 33756 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>INSURER A : American Zurich Insurance Company — 40142<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 24FL0801030846 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ | |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | |
| | | | | | | | MED EXP (Any one person) | $ | |
| | | | | | | | PERSONAL & ADV INJURY | $ | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | |
| | ☐ OTHER: | | | | | | | $ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ | |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ | |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 47-58-512-13 | 06/01/2024 | 06/01/2025 | X PER STATUTE ☐ OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |
| | | | | **Location Coverage Period:** | 06/01/2024 | 06/01/2025 | **Client#** 81940-FL | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

**CERTIFICATE HOLDER**

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodi George

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Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## SECTION 00 67 00

## CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: CITY OF HOLLY HILL

7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG

The undersigned as Contractor has heretofore, on the 10 day of FE, 20 25, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: 7TH STREET NEIGHBORHOOD PARK PLAYGROUND - CDBG for the Contract Price of $ 102,966.00 .

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by CITY OF HOLLY HILL showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this 10 day of FEBRUARY, 2025.

By _____
Contractor

State of FL

County of Volusia

Sworn to and subscribed before me this 10 day of February 20 25.

_____
Notary Public

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

My Commission Expires: 3/27/27

END OF SECTION 00 67 00 - 01

## SECTION 00 08 00A

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# QUOTE

| | |
|---|---|
| QUOTE # | TLRQ5895 |
| PROJECT: | 7th Street |

Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

**Bill to:**

Steven Juengst
City of Holly Hill
7th Street Neighborhood
Corner of 7th and Center
Holly Hill, FL 32117

sjuengst@hollyhillfl.org

**Ship to:**

Steven Juengst
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

sjuengst@hollyhillfl.org

| SALESPERSON | PAYMENT TERMS | QUOTE CREATED | QUOTE EXPIRES |
|---|---|---|---|
| Debbie Lloyd | Net 30 | Feb 10, 2025 | Mar 12, 2025 |

| # | PART # | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| | | **7th Street Neighborhood Bid No 25-BG-10** | | |
| 1 | 134-196819-1 | Burke 7th Street Neighborhood Park<br>• Project Number: 134-196819-1 • User Capacity: 72<br>• Age Groups: 5 to 12 • Dimensions: 44' 10"x34' 5"<br>*ADA All Inclusive Playground with ramp for ages 5-12. Includes Coastal Package and Stainless Steel Hardware. | $81,283.00 | $81,283.00 |
| 1 | SPECPRICE | Burke Special Price 7th Street Neighborhood | -$21,609.00 | -$21,609.00 |
| 1 | COASTAL | Burke Coastal Package Option | $1,912.54 | $1,912.54 |
| 1 | ENG1R | FL Engineer Sealed Drawings & Calculations | $1,264.71 | $1,264.71 |
| 1 | FREIGHT | Valley Transport to Holly Hill, FL 32117 | $5,322.35 | $5,322.35 |
| 1 | INSTALL | Install of New Playground. CDBG / Davis Bacon Act Certified | $26,775.58 | $26,775.58 |
| 1 | INSTBDR | Install (40) Border timbers above ground and Fabric Weed Protector for 1725 SF | $2,980.00 | $2,980.00 |
| 1 | APS | Action Play (40) 12" APS Playground Border | $1,505.88 | $1,505.88 |
| 1 | ADA | Action Play (1) ADA Half Ramp | $452.94 | $452.94 |
| 1 | MULCH | 75 Cubic Yards Engineered Wood Fibers, Blown-In<br>*Based on Playground Area 1,725 SF: 14" to settle to 12" | $4,058.82 | $4,058.82 |
| 1 | PERMIT | Volusia County Permit Submittal Service<br>*This does not include the Actual Cost of the permit, Actual cost to be added to final invoice. | $1,000.00 | $1,000.00 |
| 1 | TLRC | Top Line Recreation Courtesy Discount | -$1,980.82 | -$1,980.82 |
| | | **NOTE: Burke fabrication timeline approx. 8-10 weeks however this does NOT include timeline to pull permit with City of Holly Hill which is TBD. NOTE: City to pay for permit fees directly.<br>*No bid or performance bond required!** | | |

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

| # | PART # | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| | | | SUBTOTAL | $102,966.00 |
| | | | TAX RATE | |
| | | | SALES TAX | $0.00 |
| | | | TOTAL | $102,966.00 |

Please contact me if I can be of further assistance.
Debbie Lloyd 407-579-1410.

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888-909-0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

**Client:**

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

**Installation Terms:**
Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
-Moving New Equipment to Job Site
- Layout of Equipment
- **Installation of Equipment and Materials Per Manufacturer's Instructions**
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

**Customer Responsibilities** (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

**Some Optional Responsibilities** (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

**Building permits**
**Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.**

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

**Other Notes:**
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.
Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of $700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No._____

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

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PLAY THAT MOVES YOU
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# 7TH STREET NEIGHBORHOOD PARK

Seventh and Central. | Holly Hill, FL 32117



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Top Line Recreation, Inc.
2922 Howland Blvd | Deltona, FL 32725 | 800-921-4509

Proposal 134-196819-1 | 2/6/2025

Top Line

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# 7TH STREET NEIGHBORHOOD PARK

Seventh and Central. | Holly Hill, FL 32117

February 06, 2025

Steven Juengst
City of Holly Hill
1065 Ridgewood Ave
Daytona Beach, FL 32117-2807

Dear Steven Juengst:

Top Line Recreation, Inc. is delighted to provide City of Holly Hill with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Top Line Recreation, Inc. is confident that this proposal will satisfy City of Holly Hill's **functional, environmental, and safety** requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of Holly Hill. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

**Debbie Lloyd**
Sales Representative

Top Line Recreation, Inc.
2922 Howland Blvd,
Suite 4

Deltona, FL 32725
www.toplinerec.com
www.bciburke.com

Phone: 800-921-4509
Fax: -
debbie@toplinerec.com

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# COOPERATIVE PURCHASING OPTIONS

## PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

## EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

## GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

## GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

## OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

## SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

---

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit **bciburke.com/rep**.
Our passion is bringing play to communities like yours and we can't wait to help you get started!

equalis GROUP

GSA Contract Holder

GOVMVMT

OMNIA PARTNERS

Sourcewell Awarded Contract Contract # 010521-BUR








BCIBURKE.COM Burke 800.266.1250

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# FEATURED PLAY EVENTS



**CRESCENT RAIN PANEL**

Create the perfect play area for children with Burke's Interactive Play Panels. The play panels encourage exploration, interaction and develop fine-motor skills for children with all abilities.

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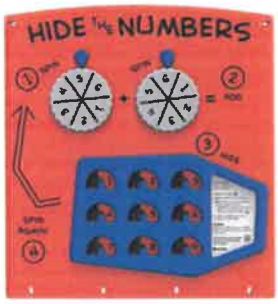


**Hide the Numbers Game**

Cognitive development and cooperative play shine with the Hide the Numbers Game! A great way to encourage intergenerational play and help children learn numbers, addition and strategy, this panel will bring educational fun to any playspace!

---



**VIPER® SLIDE**

The Viper Slide can't be tamed, but kids love trying! Viper's exciting twisty and fast serpentine action is guaranteed to generate incredible high-energy fun and safe, healthy play.



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

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# 7TH STREET NEIGHBORHOOD PARK

Seventh and Central. | Holly Hill, FL 32117

## DESIGN SUMMARY

Top Line Recreation, Inc. is very pleased to present this Proposal for consideration for the 7th Street Neighborhood Park located in Daytona Beach. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Holly Hill. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: 7th Street Neighborhood Park
- Project Number: 134-196819-1
- User Capacity: 72
- Age Groups: 5 to 12
- Dimensions: 44' 10"x34' 5"
- Designer Name: Brandy Janke

Top Line Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the 7th Street Neighborhood Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 134-196819-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the 7th Street Neighborhood Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



OUR MISSION IS TO BRING
PLAY THAT MOVES YOU.
TO COMMUNITIES AROUND
THE WORLD

SERIES Nucleus | Intensity | Burke Basics

**GROUP:**
Structure|Freestanding

**DESIGNED FOR AGES:**
5 to 12

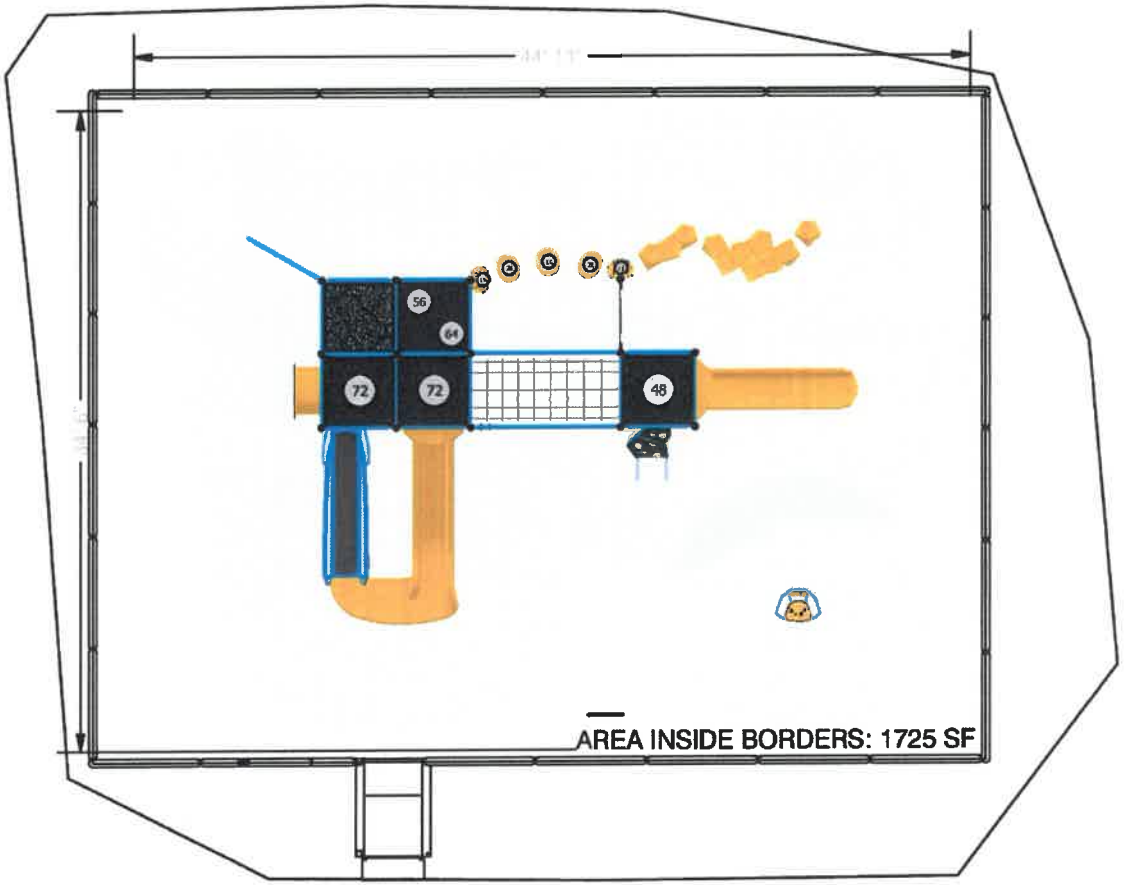
**7th Street Neighborhood Park**
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU.

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

02/06/2025

SITE PLAN VIEW




TOTAL AREA: 2495 SF

NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

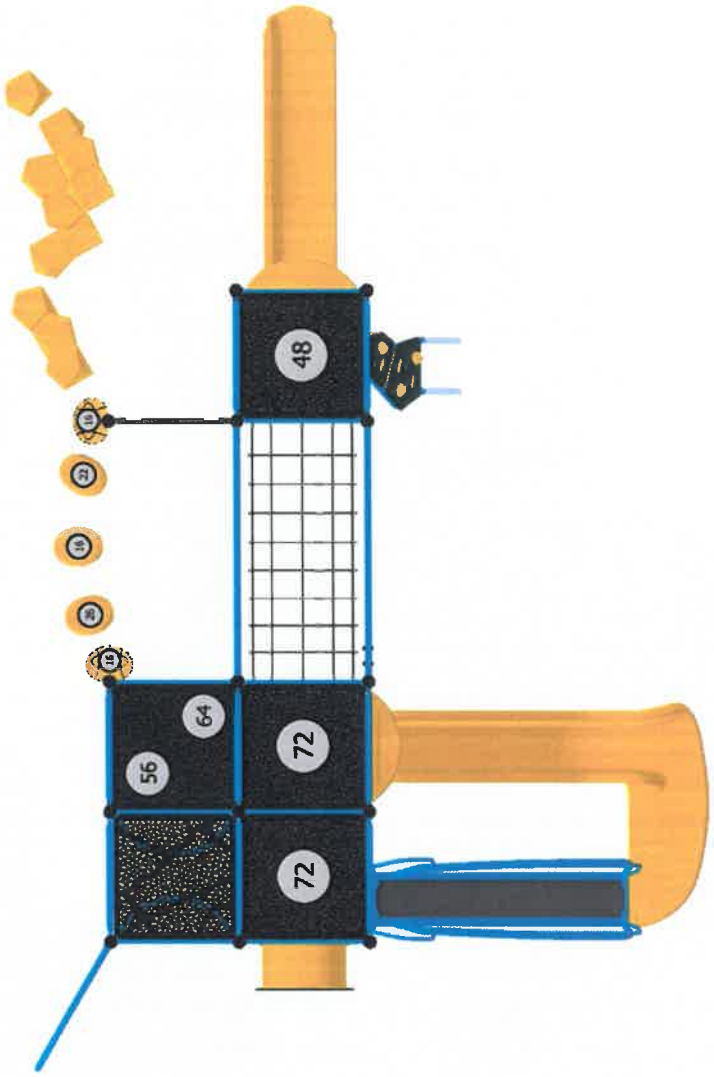
**OVERALL BOUNDING OF USE ZONES** **"The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 1546.1 sq.ft.
Perimeter: 158.7 ft.
**STRUCTURE SIZE:** 6"x44' 11"
**POST SIZE(S):**

**PLAYGROUND ACCESSIBILITY** (Provided/Required)

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
|---|---|---|---|---|---|
| 36 | 9 / 5 | 6 / 0 | 0 / 0 | 10 / 3 | 4 / 3 |

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

*Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.*




**PLAYGROUND ACCESSIBILITY (Provided/Required)**

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE | RAMP ACCESSIBLE | GROUND EVENTS | TYPES OF GROUND EVENTS |
|---|---|---|---|---|---|
| 36 | 9 / 5 | 6 / 0 | 0 / 0 | 10 / 3 | 4 / 3 |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

**OVERALL BOUNDING OF USE ZONES** - "The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 1546.1 sq.ft.
Perimeter: 158.7 ft.
**STRUCTURE SIZE:** 36'6"x44' 11"
**POST SIZE(S):**

*Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.*

**Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)**

SERIES Nucleus | Intensity | Burke Basics

SITE PLAN VIEW

**GROUP:**
Structure

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

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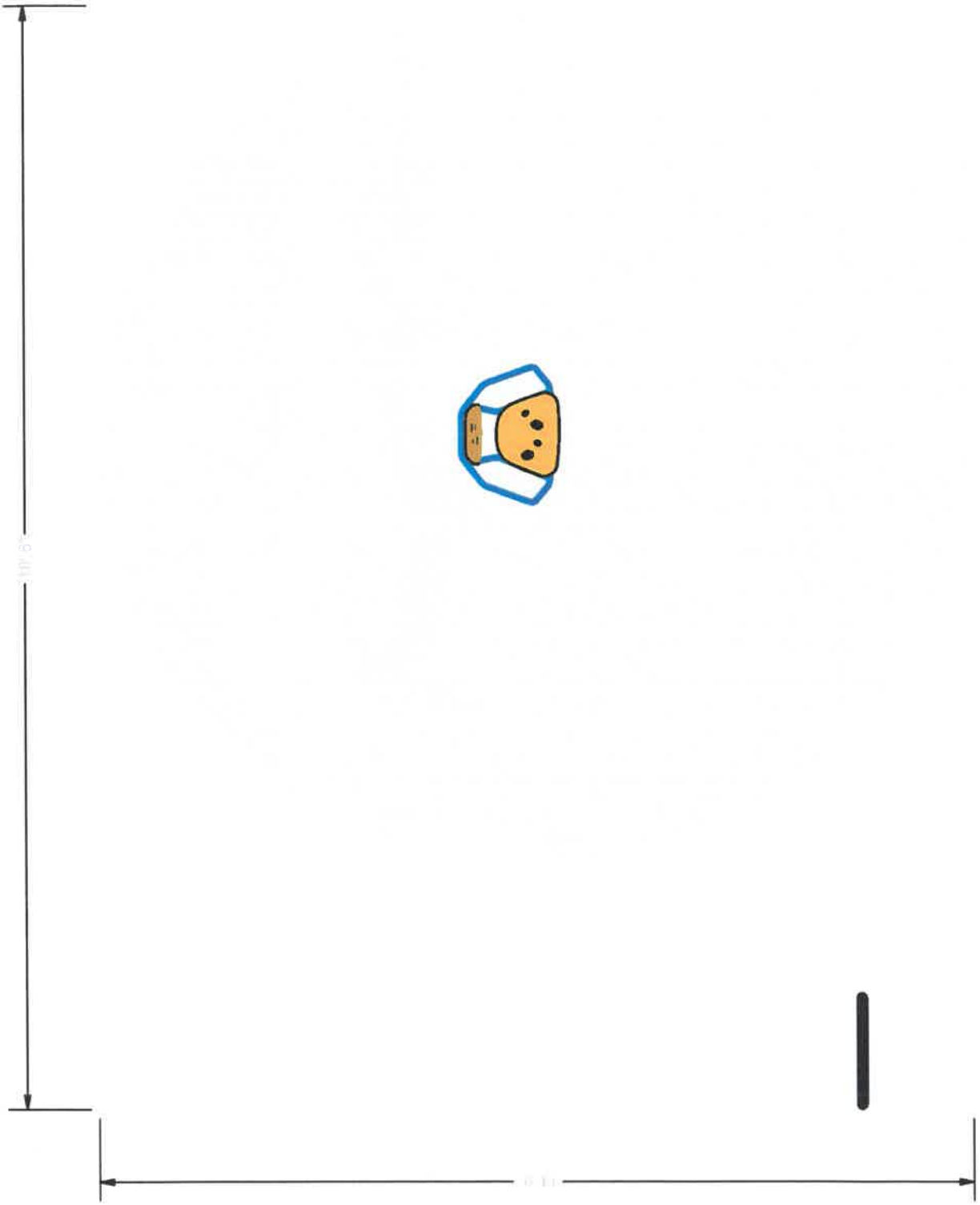

**PLAYGROUND ACCESSIBILITY** (Provided/Required)

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
|---|---|---|---|---|---|
| 36 | 9 / 5 | 6 / 0 | 0 / 0 | 10 / 3 | 4 / 3 |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

**OVERALL BOUNDING OF USE ZONES** **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 1546.1 sq.ft.
Perimeter: 158.7 ft.
**STRUCTURE SIZE:** 56'-6"x44' 11"
**POST SIZE(S):**

*Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.*

**Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)**

SERIES Burke Basics

SITE PLAN VIEW

**GROUP:**
Freestanding

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

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02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**

Designer: Brandy Janke

| ITEM | COMP. | DESCRIPTION |
|---|---|---|
| 1 | 270-0130 | SQUARE PLATFORM |
| 2 | 370-0873 | CLIMB CROSS |
| 3 | 370-1608 | OVISTEP LAUNCH PAD |
| 4 | 370-0193 | ROPE TUNNEL SPIRIT |
| 5 | 570-2707 | RAIN CRESCENT PANEL |
| 6 | 270-0301 | SPLIT SQUARE PLATFORMCLOSURE PLATE |
| 7 | 270-0009 | 8" CLOSURE PLATE, ELLIPSE |
| 8 | 570-2713 | HIDE THE NUMBERS PANEL |
| 9 | 370-0863 | TREE BRANCH CLIMBER 56" |
| 10 | 270-0120 | EVOLUTION UNITARY ENCLOSURE |
| 11 | 270-0292 | EVOLUTION CENTER MOUNT ENCLOSURE |
| 12 | 370-1733 | PODSTEP CLIMBER 64"-72" |
| 13 | 370-0287 | TOPO CLIMBER |
| 14 | 570-0071 | BIVY TUNNEL |
| 15 | 570-2642 | CRAZY MAZE PANEL |
| 16 | 470-0015 | EVOLUTION SQUARE ROOF |
| 17 | 470-0006 | EVOLUTION BOTTOM ROOF SUPPORT, SINGLE |
| 18 | 470-0009 | EVOLUTION SIDE ROOF SUPPORT, RIGHT |
| 19 | 470-0008 | EVOLUTION SIDE ROOF SUPPORT, LEFT |
| 20 | 470-0004 | EVOLUTION TOP ROOF SUPPORT, DOUBLE |
| 21 | 470-0010 | EVOLUTION MIDDLE ROOF SUPPORT |
| 22 | 470-0966 | 360 LOOP |
| 23 | 370-0231 | FORMIS LADDER 48 |
| 24 | 470-0818 | VIPER ST 48-56 W/O HOOD |
| 25 | 470-0805 | SLIDE HOOD, HIGH SIDE WALL |
| 26 | 270-0122 | EVOLUTION OFFSET ENCLOSURE |
| 27 | 470-0003 | EVOLUTION TOP ROOF SUPPORT, SINGLE |
| 28 | 560-0052 | FLYLOW STEP POD |
| 29 | 560-2742 | EKO BENCH |
| 30 | 560-2709 | EKO BUNDLE |
| 31 | 560-2705 | EKO SOLO |




Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SERIES Nucleus | Intensity | Burke Basics

COMPONENT VIEW

**GROUP:**
Structure

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

Burke
PLAY THAT MOVES YOU

| ITEM | COMP. | DESCRIPTION |
|---|---|---|
| 1 | 580-1294 | FS WELCOME SIGN, AGES 5-12 BOTH SIDES |
| 2 | 560-2735 | ARO SPINNING CHAIR |




Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

SERIES Burke Basics

COMPONENT VIEW

**GROUP:**
Freestanding

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

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PLAY THAT MOVES YOU

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**
Designer: Brandy Janke

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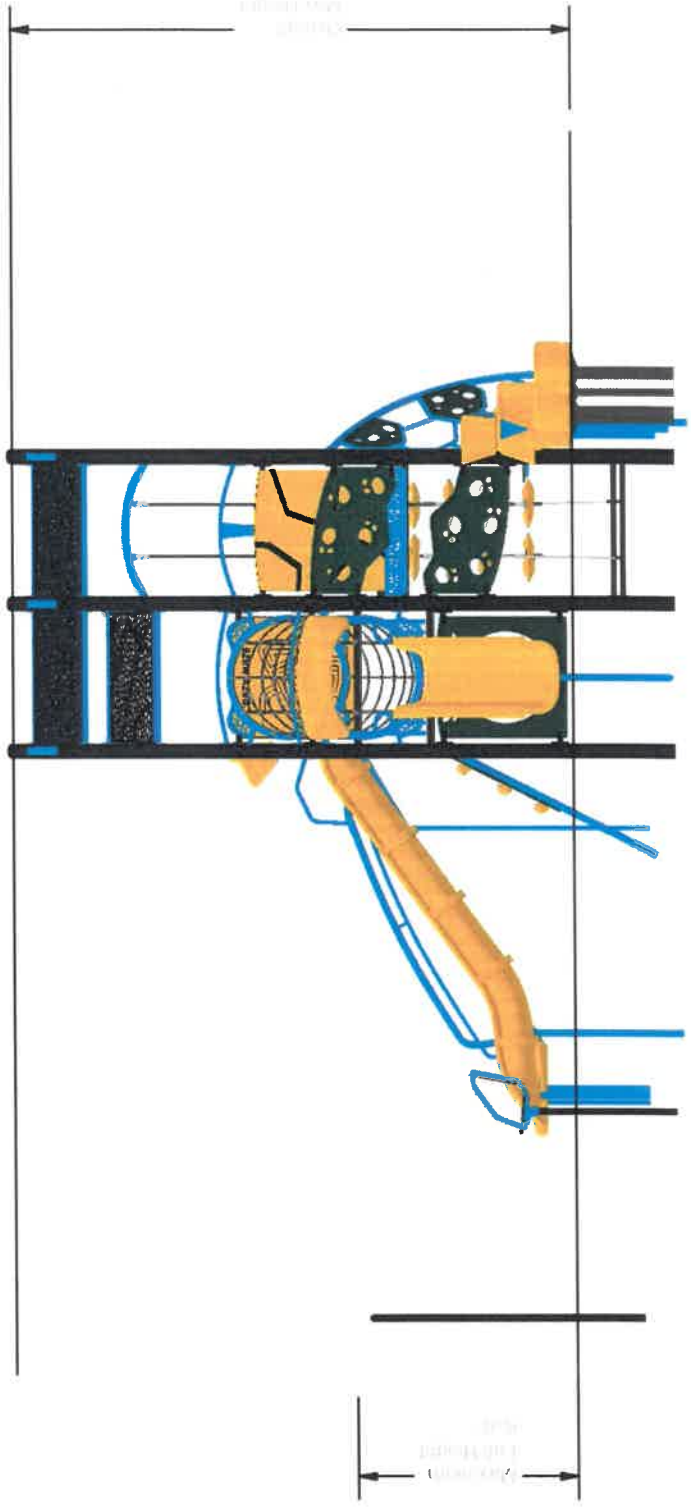

| SERIES | Nucleus \| Intensity \| Burke Basics | ELEVATION VIEW |
|---|---|---|
| **GROUP:** Structure\|Freestanding | **7th Street Neighborhood Park** | 02/06/2025 |
| | Holly Hill, FL 32117 | **Top Line Recreation, Inc.** |
| **DESIGNED FOR AGES:** 5 to 12 | Burke PLAY THAT MOVES YOU | **134-196819-1** |
| | | Designer: Brandy Janke |



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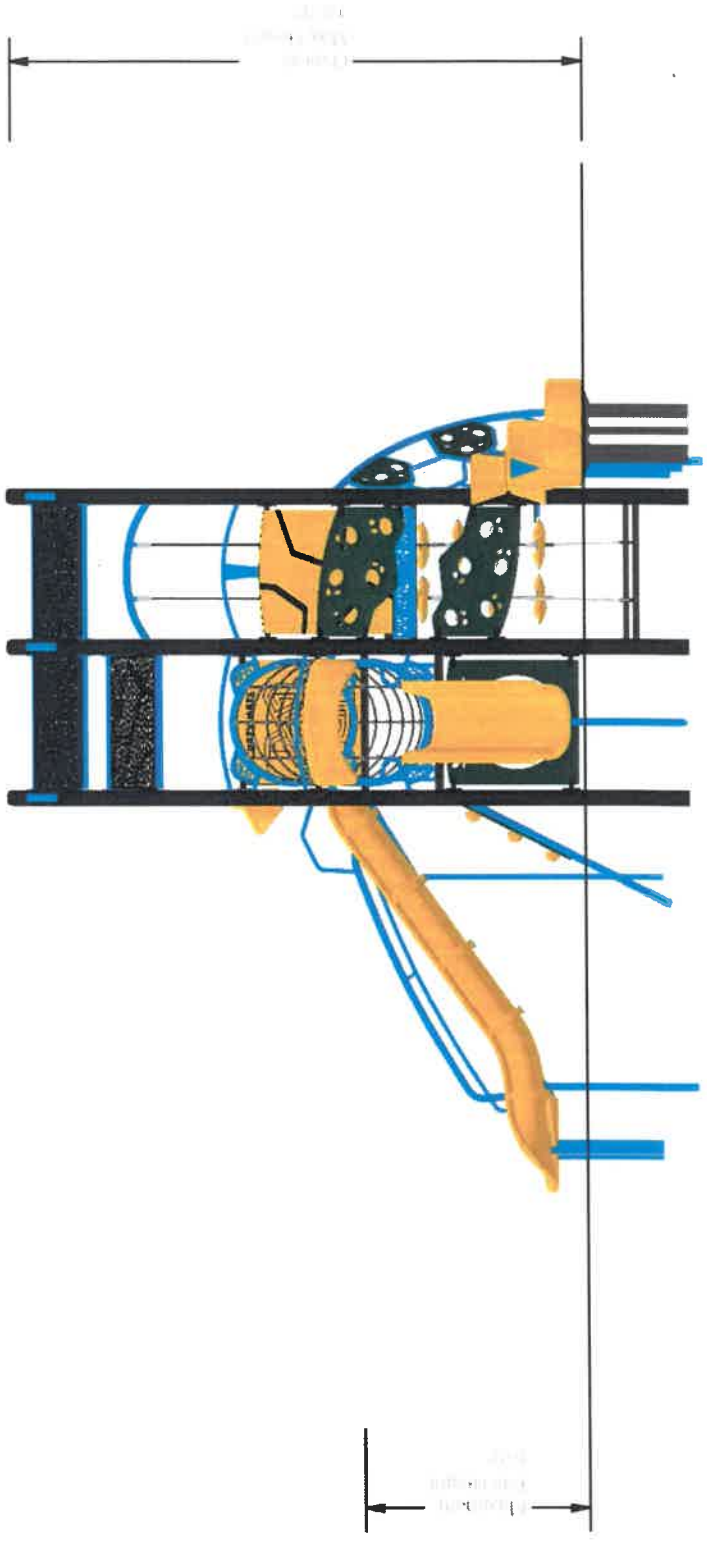

| SERIES | Nucleus \| Intensity \| Burke Basics | ELEVATION VIEW |
|---|---|---|
| **GROUP:** Structure | **7th Street Neighborhood Park** | 02/06/2025 |
| | Holly Hill, FL 32117 | **Top Line Recreation, Inc.** |
| **DESIGNED FOR AGES:** 5 to 12 | Burke PLAY THAT MOVES YOU | **134-196819-1** |
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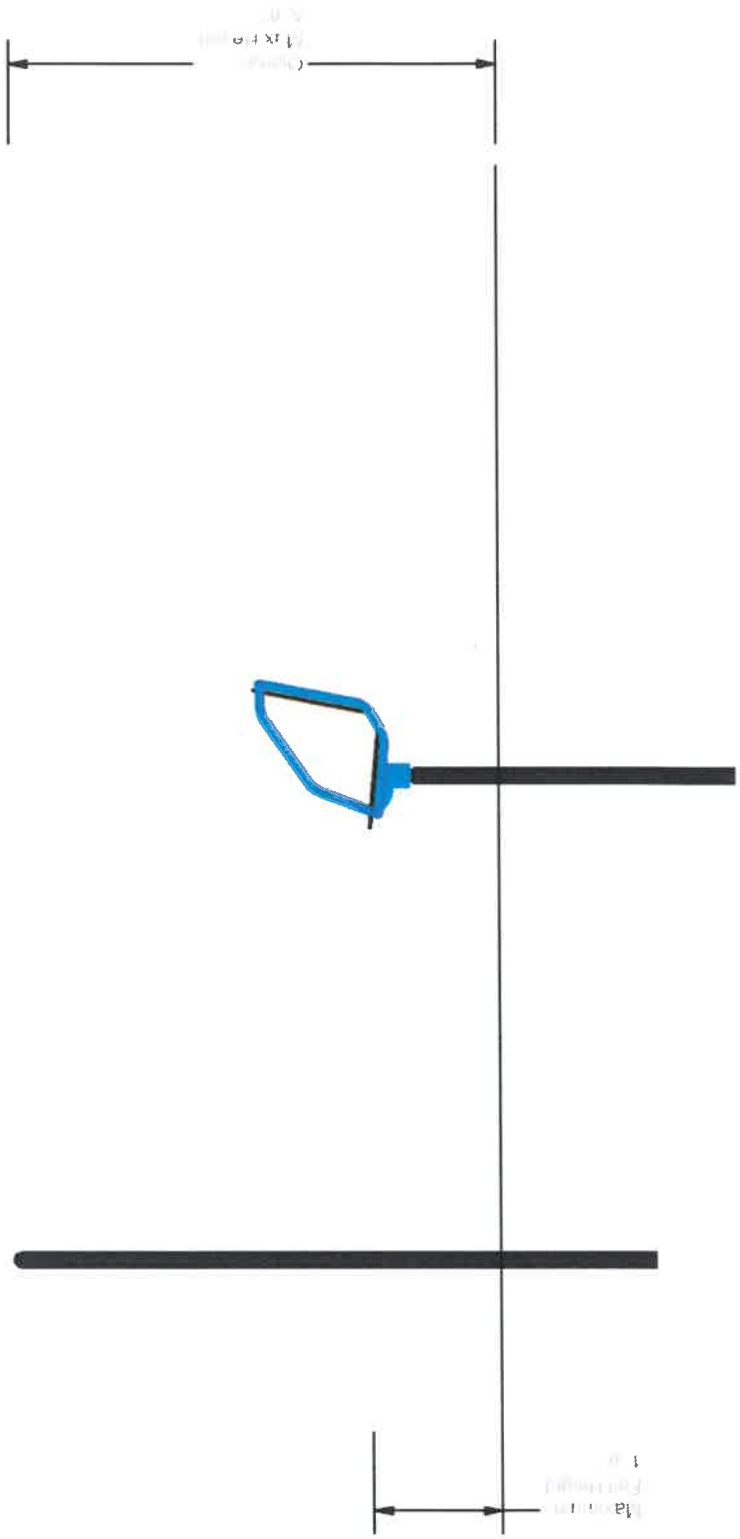

| SERIES | Burke Basics | ELEVATION VIEW |
|---|---|---|
| **GROUP:** Freestanding | **7th Street Neighborhood Park** | 02/06/2025 |
| **DESIGNED FOR AGES:** 5 to 12 | Holly Hill, FL 32117 | **Top Line Recreation, Inc.** |
| | Burke PLAY THAT MOVES YOU | **134-196819-1** |
| | | Designer: Brandy Janke |



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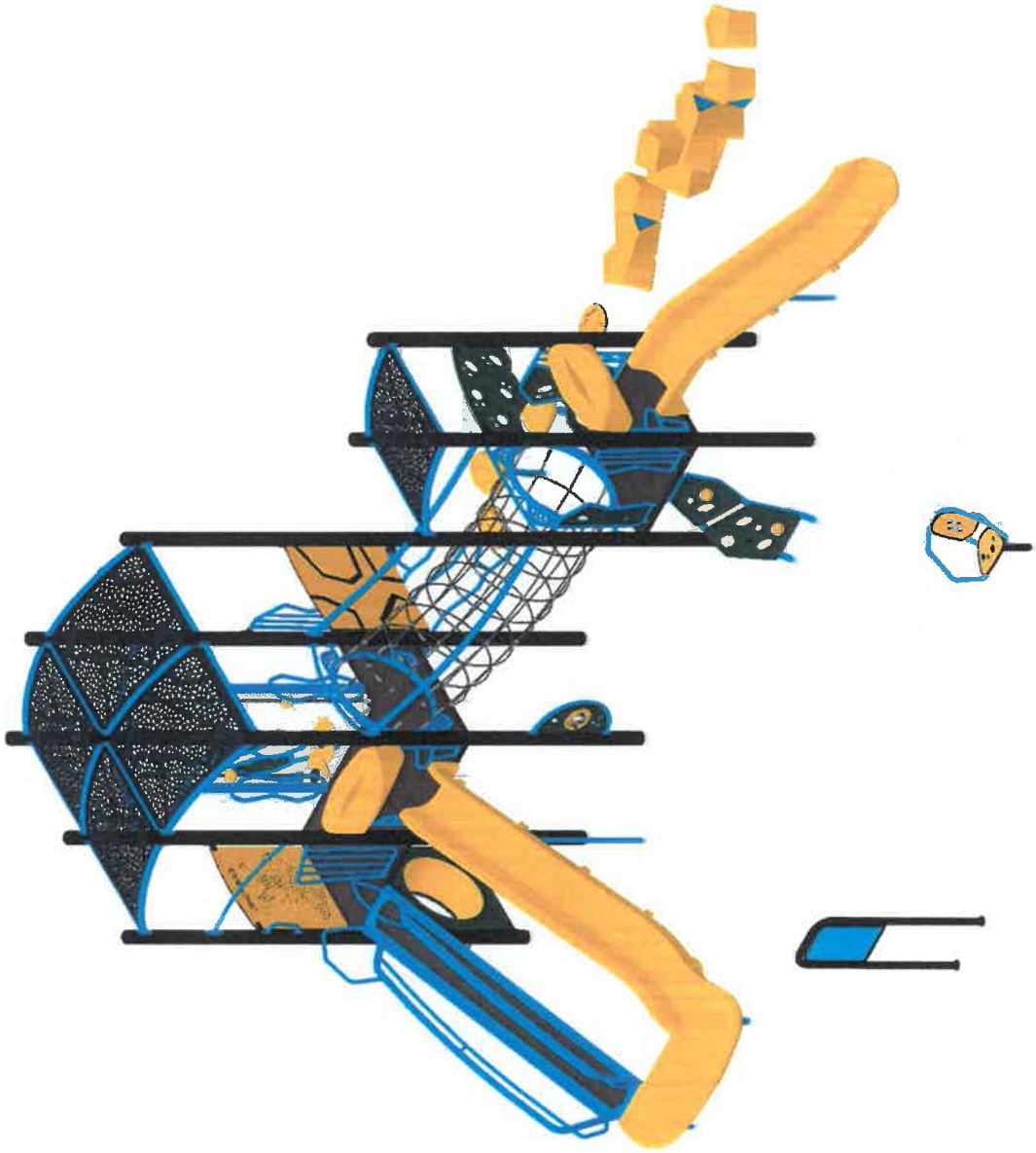

| SERIES | Nucleus \| Intensity \| Burke Basics | ISOMETRIC VIEW |
|---|---|---|
| **GROUP:** Structure\|Freestanding | **7th Street Neighborhood Park** | 02/06/2025 |
| | Holly Hill, FL 32117 | **Top Line Recreation, Inc.** |
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| | | Designer: Brandy Janke |

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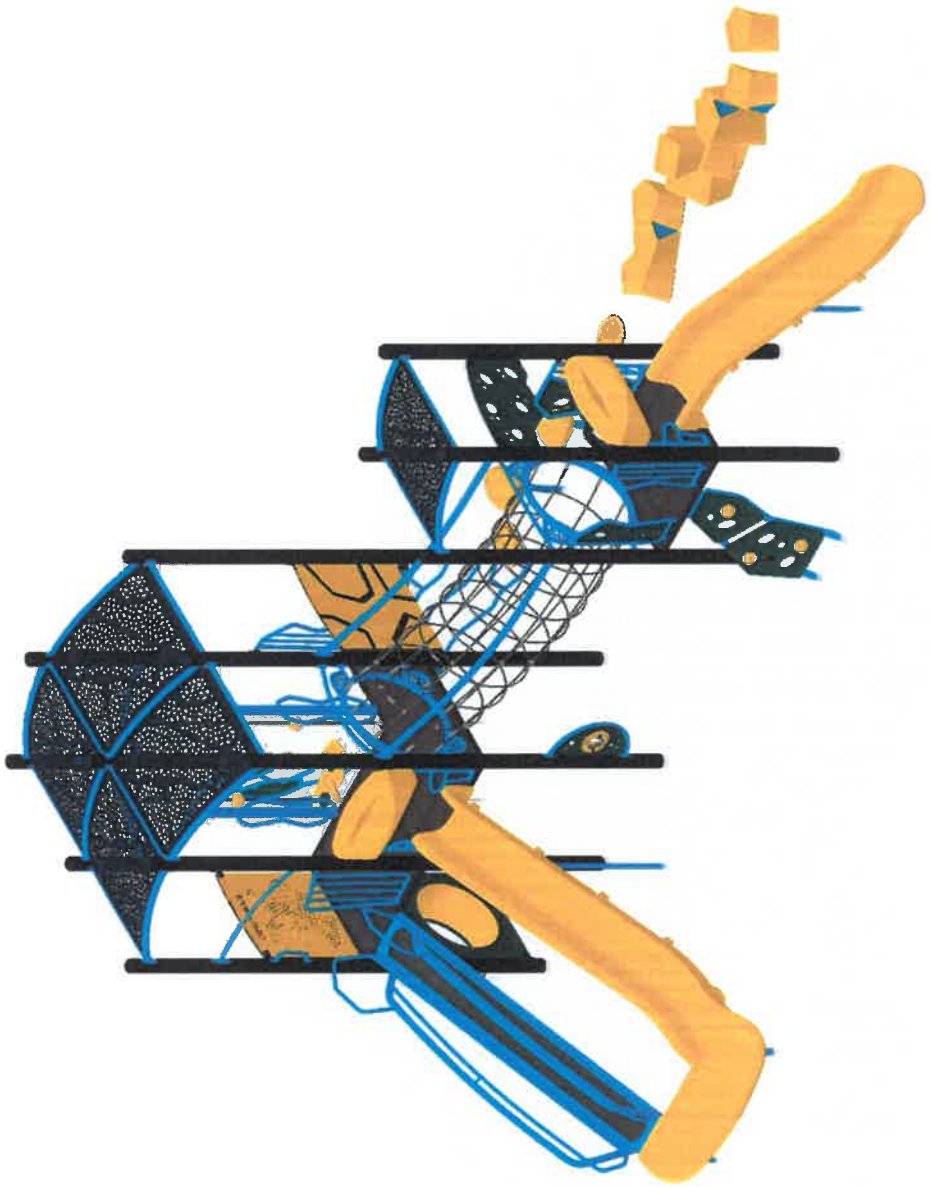

| SERIES | Nucleus \| Intensity \| Burke Basics | ISOMETRIC VIEW |
|---|---|---|
| **GROUP:** Structure | **7th Street Neighborhood Park** | 02/06/2025 |
| **DESIGNED FOR AGES:** 5 to 12 | Holly Hill, FL 32117 | **Top Line Recreation, Inc.** |
| | Burke PLAY THAT MOVES YOU. | **134-196819-1** |
| | | Designer: Brandy Janke |

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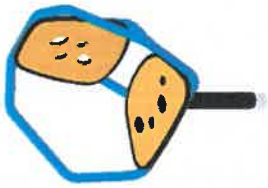



SERIES Burke Basics

ISOMETRIC VIEW

**GROUP:**
Freestanding

**DESIGNED FOR AGES:**
5 to 12

**7th Street Neighborhood Park**
Holly Hill, FL 32117

02/06/2025

**Top Line Recreation, Inc.**
**134-196819-1**

Designer: Brandy Janke

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# 7TH STREET NEIGHBORHOOD PARK

Seventh and Central. | Holly Hill, FL 32117

**Proposal 134-196819-1 | 2/6/2025 | 2025 Pricing**

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTMF1487. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

**Structure**

**Nucleus**

| Component No. | Description | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---|---|---|---|---|---|---|
| 072-0500-116C | 5" OD X 116" CAPPED POST | 1 | 0 | 0 | 61 | 61 |
| 072-0500-176C | 5" OD X 176" CAPPED POST | 2 | 0 | 0 | 92 | 184 |
| 072-0500-192C | 5" OD X 192" CAPPED POST | 2 | 0 | 0 | 101 | 202 |
| 072-0500-200C | 5" OD X 200" CAPPED POST | 6 | 0 | 0 | 105 | 630 |
| 072-0500-216C | 5" OD X 216" CAPPED POST | 3 | 0 | 0 | 113 | 339 |
| 270-0009 | 8" CLOSURE PLATE, ELLIPSE | 1 | 0 | 0 | 8 | 8 |
| 270-0120 | EVOLUTION UNITARY ENCLOSURE | 2 | 0 | 0 | 34 | 68 |
| 270-0122 | EVOLUTION OFFSET ENCLOSURE | 1 | 0 | 0 | 34 | 34 |
| 270-0130 | SQUARE PLATFORM | 3 | 6 | 18 | 106 | 318 |
| 270-0292 | EVOLUTION CENTER MOUNT ENCLOSURE | 2 | 0 | 0 | 40 | 80 |
| 270-0301 | SPLIT SQUARE PLATFORMCLOSURE PLATE | 1 | 4 | 4 | 108 | 108 |
| 370-0193 | ROPE TUNNEL SPIRIT | 1 | 6 | 6 | 251 | 251 |
| 370-0231 | FORMIS LADDER 48 | 1 | 3 | 3 | 71 | 71 |
| 370-0287 | TOPO CLIMBER | 1 | 3 | 3 | 76 | 76 |
| 370-0863 | TREE BRANCH CLIMBER 56" | 1 | 2 | 2 | 25 | 25 |
| 370-0873 | CLIMB CROSS | 1 | 2 | 2 | 67 | 67 |
| 370-1733 | PODSTEP CLIMBER 64"-72" | 1 | 4 | 4 | 165 | 165 |
| 470-0003 | EVOLUTION TOP ROOF SUPPORT, SINGLE | 1 | 0 | 0 | 13 | 13 |
| 470-0004 | EVOLUTION TOP ROOF SUPPORT, DOUBLE | 2 | 0 | 0 | 14 | 28 |
| 470-0006 | EVOLUTION BOTTOM ROOF SUPPORT, SINGLE | 5 | 0 | 0 | 13 | 65 |
| 470-0008 | EVOLUTION SIDE ROOF SUPPORT, LEFT | 3 | 0 | 0 | 16 | 48 |
| 470-0009 | EVOLUTION SIDE ROOF SUPPORT, RIGHT | 3 | 0 | 0 | 16 | 48 |
| 470-0010 | EVOLUTION MIDDLE ROOF SUPPORT | 2 | 0 | 0 | 18 | 36 |
| 470-0015 | EVOLUTION SQUARE ROOF | 5 | 0 | 0 | 42 | 210 |
| 470-0805 | SLIDE HOOD, HIGH SIDE WALL | 1 | 0 | 0 | 32 | 32 |
| 470-0818 | VIPER ST 48-56 W/O HOOD | 1 | 2 | 2 | 127 | 127 |



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PLAY THAT MOVES YOU®
TO COMMUNITIES AROUND
THE WORLD



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

# 7TH STREET NEIGHBORHOOD PARK

Seventh and Central. | Holly Hill, FL 32117

| | | | | | | |
|---|---|---|---|---|---|---|
| 470-0966 | 360 LOOP | 1 | 6 | 6 | 557 | 557 |
| 570-0071 | BIVY TUNNEL | 1 | 1 | 1 | 72 | 72 |
| 570-2642 | CRAZY MAZE PANEL | 1 | 2 | 2 | 44 | 44 |
| 570-2707 | RAIN CRESCENT PANEL | 1 | 1 | 1 | 16 | 16 |
| 570-2713 | HIDE THE NUMBERS PANEL | 1 | 2 | 2 | 69 | 69 |

**Structure**

**Intensity**

| Component No. | Description | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---|---|---|---|---|---|---|
| 370-1608 | OVISTEP LAUNCH PAD | 2 | 1 | 2 | 10 | 20 |

**Structure**

**Burke Basics**

| Component No. | Description | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---|---|---|---|---|---|---|
| 560-0052 | FLYLOW STEP POD | 3 | 1 | 3 | 25.3 | 75.899994 |
| 560-2705 | EKO SOLO | 1 | 1 | 1 | 24 | 24 |
| 560-2709 | EKO BUNDLE | 1 | 6 | 6 | 148 | 148 |
| 560-2742 | EKO BENCH | 1 | 3 | 3 | 57 | 57 |

Total User Capacity: 71
Total Weight: 4389 lbs.
Total Price: $79,044

**Freestanding**

**Burke Basics**

| Component No. | Description | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---|---|---|---|---|---|---|
| 560-2735 | ARO SPINNING CHAIR | 1 | 1 | 1 | 42 | 42 |
| 580-1294 | FS WELCOME SIGN, AGES 5-12 BOTH SIDES | 1 | 0 | 0 | 44 | 44 |

Total User Capacity: 1
Total Weight: 88 lbs.
Total Price: $2,239

**Special Notes:**
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



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# 7TH STREET NEIGHBORHOOD PARK

Seventh and Central. | Holly Hill, FL 32117

**Proposal 134-196819-1 | 2/6/2025 | 2025 Pricing**

## COLOR SELECTION LIST | Default Color Option

### GROUP 1 (Structure)

| | |
|---|---|
| Deck: | Brown |
| Post: | Navy |
| Flat: | Green |
| Panel: | Yellow-Black-Yellow |
| Acc: | Sky |
| Plastic: | Yellow |

### GROUP 2 (Freestanding)

| | |
|---|---|
| Post: | Navy |
| Panel: | Yellow-Black-Yellow |
| Acc: | Sky |

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)



OUR MISSION IS TO BRING
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TO COMMUNITIES AROUND
THE WORLD

# COLORS THAT MOVE YOU

## POWDER COAT PAINT




## PLATFORMS




## SOLIS HUE TOPPERS




## TRADITIONAL SERIES SITE AMENITIES

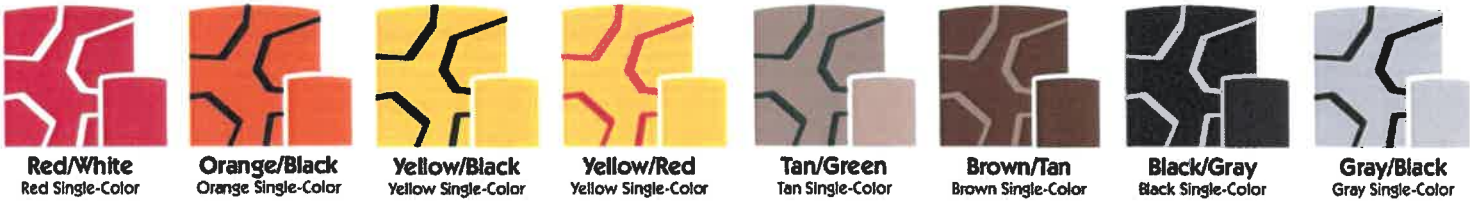



## ROCKIT CLIMBERS




## HDPE PLASTIC PANELS

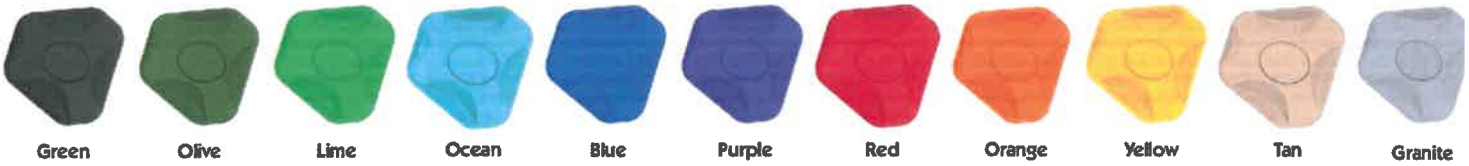



## SHADE CANOPIES




## ROTOMOLD PLASTIC




VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BCIBURKE.COM Burke 800.266.1250

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

## We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

## Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

**For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070.** **01/2025**



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# CAPABILITY STATEMENT

Top Line
RECREATION



## Capability Statement

FEIN # 45-3004509
s-Corporation # P11000073376

**NAICS Codes**

- 237990 Playground Construction
- 238990 Playground Equipment Installation
- 314910 Awnings, Canopies, Shades Outdoor
- 423910 Playground Equipment and Supplies

**Certification**

- Florida Minority Supplier Developmental Cou
- Supllier Diversity and Outreach Program

MBE CERTIFIED · NATIONAL Minority Supplier Development Council · MINORITY BUSINESS DEVELOPMENT AGENCY U.S. DEPARTMENT OF COMMERCE

**www.toplinerec.com**
info@toplinerec.com
800-921-4509
2922 Howland Blvd, Suite 4,
Deltona, FL 32725

**800-921-4509**

**Mission**

To help create safe and healthy environments for people to practice the art of living. Our philosophy is to collaborate with you and your organization in designing a customized play and park environment that matches your unique interests and needs. Our mission is to exceed your expectations.

**Sonia M Perkins** - President
386-575-8359
soniap@toplinerec.com

**Terry R Perkins**, Vice President
407-466-2909
terryp@toplinerec.com

**Rob Wilson**, General Manager CPSI
407-840-0036
rob@toplinerec.com

**Products**

**Playground Equipment**: Manufactured by BCI-Burke in Wisconsin USA. A top-tier leader in playground, park, and recreation equipment.

**Shelters**: Manufactured by ICON Shelters in Michigan USA. Whatever your vision from standard to fully custom, ICON can make it happen.

**Shade Structures**: We represent Superior Shade, out of Georgia and Shade Systems in Florida, two of the very best manufacturers in the world.

**Safety Surfacing**: Poured-in-Place Rubber, Artificial Turf, Rubber Tiles, Shredde Rubber, and Engineered Woo Fiber, we work with the best sources and professiona installers.

**Site Furnishings**: Trash Recepticles, Picnic Tables, and Benches.

**Other Products**: Outdoor Fitness Equipment - Dog Parks - Custom Playground

Burke PLAY THAT MOVES YOU · ICON Shelter Systems Inc · Shade systems · Superior RECREATIONAL PRODUCTS · ForeverLawn · Robertson Recreational Surfaces · MyTCO

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# State of Florida
## Department of State

I certify from the records of this office that TOPLINE RECREATION INC. is a corporation organized under the laws of the State of Florida, filed on August 17, 2011, effective August 16, 2011.

The document number of this corporation is P11000073376.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 2, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of January, 2025***




*Secretary of State*

**Tracking Number: 7029389912CC**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

FLORIDA

# 2025 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/24

**This Certificate Expires on December 31, 2025**

Business Name and Location Address

Certificate Number

74-8017064943-7

TOP LINE RECREATION INC
2922 HOWLAND BLVD STE 4
DELTONA, FL 32725-2900

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller**, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

**Online:** Visit **floridarevenue.com/taxes/certificates**

**Phone: 877-357-3725** and enter your customer's Annual Resale Certificate number

**Mobile App:** Available for iPhone, iPad, and Android devices

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

THIS CERTIFIES THAT

# Top Line Recreation, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238990; 339920; 423910; 423390

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

| | | |
|---|---|---|
| 07/26/2024 | | FL04221 |
| **Issued Date** | | **Certificate Number** |
| 10/01/2025 | **Ying McGuire**<br>**NMSDC CEO and President** | |
| **Expiration Date** | | **Beatrice Louissaint, President & CEO** |

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Top Line RECREATION

| QUALIFICATION | _11 YEARS IN BUSINESS<br>_TOP QUALITY PRODUCTS<br>_QUALIFIED INSTALLERS<br>_EXCELLENT CUSTOMER SERVICE<br>_BEST WARRANTY IN MARKET |
|---|---|

| EXPERIENCE | |
|---|---|
| **SONIA M PERKINS**<br>PRESIDENT | _35 YEAR BUSINESS MANAGEMENT<br>_11 YEARS PLAYGROUND BUSINESS ADMINISTRATION<br>_11 YEARS FINANCIAL ADMINISTRATION |
| **TERRY R PERKINS**<br>VICE-PRESIDENT | _30 YEARS ON PLAYGROUND BUSINESS<br>_CPSI – CERIFIED PLAYGROUND SAFETY INSPECTOR<br>_11 YEARS PROJECT MANAGEMENT, SALES MANAGER<br>_11 YEARS PLAYGROUND AND SHADES CONSULTANT |
| **ROB WILSON**<br>GENERAL MANAGER | - 31 Years Business Management/Growth/Development<br>- 15 Years Specifically in the Playground/Park Industry: Sales and business management, service, project management, installation coordination, site assessment, design. |
| **DEBBIE LLOY**<br>PROJECT CONSULTANT | _20 YEARS EXPERIENCE ON DESIGN, CONSULTING AND SALES OF PLAYGROUND and SHADES PROJECTS<br>_4 YEARS TOP PLAYGROUND DESIGNER FOR TOP LINE REC<br>_OVER 1K PLAYGROUNDS PROJECTS SOLD IN 2023 |

This is not a comprehensive list, but here are some of our valued customers:

- CHARLOTTE COUNTY PUBLIC SCHOOLS
- DUVAL COUNTY PUBLIC SCHOOLS
- ORANGE COUNTY PUBLIC SCHOOLS
- VOLUSIA COUNTY SCHOOLS
- CHARLOTTE COUNTY PARKS & REC
- BREAVRD COUNTY PARKS & REC
- INDIAN RIVER PARKS & REC
- CITY OF POMPANO BEACH
- CITY OF NORTH PORT
- CITY OF JACKSONVILLE
- CITY OF MIAMI
- CITY OF FORT LAUDERDALE
- … and many others

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Company ID Number:296542 Client Company ID Number:1601726

# THE E-VERIFY
# MEMORANDUM OF UNDERSTANDING
# FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Topline Recreation Inc. (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

**County of Volusia**
**Community Assistance**
**121 W. Rich Avenue**
**DeLand, FL 32720**

EQUAL HOUSING OPPORTUNITY

## Section 3 Business Concern Certification

**This document must be completed and returned from the primary bidder with their bid submission.** Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: 7th Street Neighborhood Park Playground –CDBG
Agency Name: TOP LINE RECREATION INC
Contact person: SONIA M PERKINS Title: PRESIDENT
Address of business: 2922 HOWLAND BLVD - ST 4 DELTONA, FL 32725
Telephone number: 386 - 575-8359 Fax number: 888-909-0549
E-mail address: SONIAP@TOPLINEREC.COM
Federal Employer Identification Number/SSN: 45-3009109

1. Type of business:
*(Check one)* ☒ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☒ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☒ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

**2023 AMI →**
Maximum annual gross income for very low-income individual: $ 27,100
Maximum annual gross income for low-income individual: $ 43,350

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: SONIA M PERKINS
Signature: Sonia Perkins
Date: 02-10-2025
Title: PRESIDENT

**NOTE:** Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

## County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

**Project Name:** 7th Street Neighborhood Park Playground –CDBG

| Amount of Contract or Subcontract 7a. | Type of Trade Code (See below) 7b. | Contractor or Subcontractor Business Racial/Ethnic (See below) 7c. | Woman Owned Business (Yes or No) 7d. | Prime Contractor Identification Number (IRS/FEIN) 7e. | Subcontractor Identification Number (IRS/FEIN) 7f. | Contractor/Subcontractor Business Name and Address 7g. | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Business Name | Street | City | State | Zip |
| 100 | 1 | 4 | YES | 45-3009109 | 84-3967751 | TOP LINE RECREATION INC | | DELTONA | FL | 32725 |
| | | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |

Name/Title: SONIA M PERKINS - PRESIDENT

Signature: Sonia Perkins

Date: 02-10-2025

**7b: Type of Trade Codes: CPD**

1 = New Construction
2 = Education/Training
3 = Other

**7c: Racial/ Ethnic Codes**

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American





Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

# Build America, Buy America (BABA) Pre-Certification

**This document must be completed and returned from the primary contactor following the pre-construction meeting before work begins.** An additional certification must be submitted once work has been completed before final payment will be dispersed. This document may be required from all sub-contractors as well.

Project Name: 7th Street Neighborhood Park Playground –CDBG

Agency Name: TOP LINE RECREATION INC

| Material | Will this material be purchased for the project? | Will the purchased material be produced in the United States? | Manufacturers *(List all planned to utilize)* |
|---|---|---|---|
| Iron | ☐ Yes ☒ No | ☐ Yes ☒ No | |
| Steel | ☒ Yes ☐ No | ☒ Yes ☐ No | BCI BURKE PLAYGROUNDS |
| Non-ferrous metals | ☐ Yes ☒ No | ☐ Yes ☒ No | |
| Lumber | ☐ Yes ☒ No | ☐ Yes ☒ No | |
| Plastic- and polymer-based composite building materials, pipes, and tubes | ☒ Yes ☐ No | ☒ Yes ☐ No | BCI BURKE PLAYGROUNDS |
| All other plastic- and polymer-based products | ☒ Yes ☐ No | ☐ Yes ☒ No | BCI BURKE PLAYGROUNDS |
| Glass | ☐ Yes ☒ No | ☐ Yes ☒ No | |
| Fiber optic cable | ☐ Yes ☒ No | ☐ Yes ☒ No | |
| Optical fiber | ☐ Yes ☒ No | ☐ Yes ☒ No | |
| Engineered wood | ☐ Yes ☒ No | ☐ Yes ☒ No | x |
| Drywall | ☐ Yes ☒ No | ☐ Yes ☒ No | |

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: SONIA M PERKINS

Signature: Sonia Perkins

Date: 02-10-25

Title: PRESIDENT

**NOTE:** Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after comp project.



Attachment: Exhibit R - Top Line Recreation Proposal (2025-R-18 : 7Th Street Park Playground - CDBG)

# 7th Street Playground - Project 25-BG-10

| Vendor | Materials | Warranty | Cost | Notes |
|---|---|---|---|---|
| Advanced Recreational Concepts | 5" Aluminum Posts | Limited Lifetime on Posts | $98,021.70 | |
| | Aluminum Collars and Caps | 15 Years on plastic molded components | | |
| | Powder Coating | 10 Years for Shade Canopies | | |
| | Salt Spray Testing Compliant | 5 Years on connectors, powder coating | | |
| Bliss Products | Not listed | Limited Lifetime on Uprights | $101,166.00 | Materials not specified |
| | | 15 Years on plastic molded components | | |
| | | 10 Years for Shade Canopies | | |
| | | 1 Year on Powder Coated Parts | | |
| Jammin - Quilcene | Not listed | Limited Lifetime Warranty on hardware | $87,271.26 | Materials not specified<br>No drawings submitted |
| | | Limited Lifetime warranty on connections | | |
| | | 15 years on metal decks and molded plastic | | |
| | | 10 Years for Shade Canopies | | |
| | | 5 Year on HDPE panels | | |
| Jammin - Martingale | Not listed | Limited Lifetime Warranty on hardware | $84,372.88 | Materials not specified |
| | | Limited Lifetime warranty on connections | | |
| | | 15 years on metal decks and molded plastic | | |
| | | 10 Years for Shade Canopies | | |
| | | 5 Year on HDPE panels | | |
| Jammin - Double Agent | Not listed | Limited Lifetime Warranty on hardware | $101,512.78 | Materials not specified |
| | | Limited Lifetime warranty on connections | | |
| | | 15 years on metal decks and molded plastic | | |
| | | 10 Years for Shade Canopies | | |
| | | 5 Year on HDPE panels | | |
| Kor Kat | Steel Posts | Lifetime Warranty on Structural Steel | $ 102,952.40 | No mention of steel post protection |
| | 20mm Rope | 20 Years on Steel Shade Structures | | |
| | Galvanized Materials on Swings | 15 Years on molded plastic, steel decks | | |
| | | 5 Years on Powder Coat | | |
| Miracle Recreation | Post and clamps aluminum | Limited Lifetime Aluminum Deck Posts | $101,325.04 | Notes that City will removing existing equipment. It's actually remaining |
| | Hardware is stainless steel | 15 Years on Molded plastic, steel slides | | |
| | Slides are plastic | 8 Years on Shade Structures | | |
| | | | | |

Attachment: Exhibit S - Proposal Analysis (2025-R-18 : 7Th Street Park Playground - CDBG)

| | | | | |
|---|---|---|---|---|
| Playmore West, Inc. | Not listed | Limited Lifetime Warranty on Steel Deck Posts | $102,966.00 | Materials not specified |
| | | Limited Lifetime Warranty on Stainless Hardware | | |
| | | 15 Years on Steel Decks and Molded Plastic | | |
| | | 5 Years on Rope Fittings | | |
| Playworx | Not listed | Not Listed | $102,966.00 | Materials not specified<br>Warranty not specified |
| Top Line Recreation | "Coastal Package" | 100 Years on Aluminum and Steel Uprights | $102,966.00 | |
| | Stainless Steel Hardware | 100 Years on Harware (nuts, bolts, washers) | | |
| | | 15 Years on Platforms and Decks | | |
| | | 15 Years on Plastic Components | | |
| | | 10 Years on Shade Canopies | | |
| | | 5 Years on Moving Parts | | |

Attachment: Exhibit S - Proposal Analysis (2025-R-18 : 7Th Street Park Playground - CDBG)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

| | |
|---|---|
| **MEETING DATE:** | **February 25, 2025** |
| **FROM:** | **Brian Walker** |
| **SUBJECT:** | **700 Grove Avenue - Nuisance Abatement** |
| **NUMBER:** | **(ID # 4782)** |
| **APPLICANT:** | **City of Holly Hill** |
| **PLANNER:** | **Brian Walker** |

## DISCUSSION

The purpose of this agenda item is for staff to request that the City Commission determine whether or not a nuisance exist at 700 Grove Avenue, and if so, determine what course of action should be taken.

Chapter 26, Section 26-61 of the Holly Hill Code, titled Special items declared a nuisance, provides a list of items that are declared to be and constitute a nuisance. These include items such as the accumulation of trash and debris, storage of junk, and junk vehicles, as well as other items. **(Exhibit A** - Section 26-61**)**

It is staff's position that the property known as 700 Grove Avenue has a history of accumulating trash and debris, meeting the definition of a nuisance. The property owner has passed away and is therefore unable to abate the nuisance.

Marinosci Law Group, P.C. is the attorney for AmeriHome Mortgage Company, LLC, the mortgage holder on the property. The bank had started foreclosure and was set for a foreclosure sale in July 2024, but the fact that the owner had died canceled the sale and has delayed the foreclosure sale being rescheduled. On January 9, 2025, staff learned through a conversation with a member of the law firm that the property was in probate until January 17, 2025, after which the goal was to move forward with foreclosure.

On February 7, 2025, staff reached out to the Plaintiff's attorney and left a message. The city attorney also reached out, but neither staff or the city attorney heard back. Also, as of February 7, 2025, there was no evidence that the foreclosure process had been initiated.

## HISTORY

On June 15, 2023, the Special Master heard testimony under oath regarding Case # 23-3186. The case concerns the accumulation of trash and debris at 700 Grove Avenue, Holly Hill, FL. A copy of the Special Master's signed order is attached as (**Exhibit B)**. The property owner was given until July 5, 2023, to correct all violations. The violations were not corrected.

On November 22, 2024, the Special Master heard testimony under oath regarding Case # CER2024-001091. At this hearing a man named Wayne Johnson was present and represented

himself as the renter. This case heard testimony regarding the accumulation of trash and debris, abandoned appliances, inoperable vehicles and occupying a structure unfit for human occupancy. A copy of the Special Master's signed orders is attached as (**Exhibit C)**. The respondent was given 5 (five) days to bring the property into compliance.

If the violations were not corrected by the due date, the Special Master granted permission for the City to enter the property (pending ruling of same by the City Commission) and remove all items declared a nuisance according to Section 26-61 - Special items declared a nuisance. The property was not brought into compliance by the due date.

On January 9, 2025, staff sent a letter **(Exhibit D)** to the attorney for the Plaintiff letting them know that the property needed to be brought into compliance and giving them until February 16, 2025 to do so. The letter further stated that if the violations were not corrected, staff would schedule the issue to be heard by the City Commission so that it could determine whether or not a public nuisance exists, and if so, what course of action should be taken, which could include authorizing City employees, subcontractors, and/or agents, to enter the property and remove all items declared a nuisance. On February 10, 2025, the attorney for the Plaintiff was sent a letter (**Exhibit E**) letting them know that the property was being scheduled for consideration by the City Commission on February 25, 2025. On February 11th at 10:12 am, the house's occupant was hand delivered a copy of the letter that was sent to the bank's attorney so that they would be aware of the meeting date, time, location and its purpose. The property was posted on February 14, 2025.

February 16th was the final date on which the property needed to be cleaned up to avoid the abatement hearing before the City Commission. Since the property was not cleaned up on that date, staff moved forward with the hearing.

Sample photographs of the property are attached and document the appearance of the property. **Exhibit F** shows pictures from August through December of last year and are presented to show that this has been an ongoing problem. **Exhibit G** shows pictures from this month (February 2025) and show that there has not been improvement. There has consistently been clutter and junk of varying degrees on the property and it is not in compliance with the City's regulations.

Staff has spent many hours attempting to get the property cleaned up. Complaints about the property have been responded to, numerous visits to the property have been made, notices of violation issued, paperwork and documentation created, appearances scheduled before the Special Magistrate, filing of liens, and so on, have cost many staff hours.

Ordinance 3059 allows the City Commission to make a finding with regard to whether or not a nuisance exist. If the Commission finds that a nuisance exists, it must allow the homeowner additional time to bring the property into compliance. If the homeowner fails to do so by the specified time, the Ordinance allows the Commission to authorize City employees, subcontractors, and/or agents, to enter the property and remove all items declared a nuisance.

Given the history of failure to remove the nuisance of junk, clutter, debris and junk cars on the property despite repeated efforts by staff, liens, and orders of the Special Magistrate, staff requests the following in accordance with Ordinance 3059:

. That based on the evidence submitted, the Commission make a finding that a nuisance exists, and has been allowed to exist in violation of Section 26-61.

2. That the Commission give no more than 21 days from the date of this meeting (February 25, 2025) to remove the nuisance based on Section 26-61, to the City's satisfaction in accordance with the Code.

3. That if the nuisance is not completely removed by Tuesday, March 18th, the Commission authorize City employees, subcontractors, and/or agents, to enter the property and remove all items declared a nuisance, to include the towing or inoperable and or unregistered vehicles and or campers, in accordance with Section 26-61, and to further authorize that all expenses incurred by the City for removal of such items be paid by the property owner (be that the bank or some other representative of the property), and that if the property owner fails to pay such cost and expenses, that they be recorded as a lien on the property, and that if such expenses qualify, they be added to the property's non-ad valorem portion of the property tax bill.

- Exhibit A - Sec. 26-61 (PDF)
- Exhibit B - SM Orders 6-23 (PDF)
- Exhibit C - SM Orders 11-24 (PDF)
- Exhibit D - Letter 1 (PDF)
- Exhibit E - Letter 2 (PDF)
- AmeriHome Document (PDF)
- Exhibit F - Pictures taken Aug thru Dec 2024 (PDF)
- Exhibit G - Pictures taken February 11th and 12th of 2025 (PDF)
- Affidavit - delivery of letter to occupant (PDF)

## Sec. 26-61. Special items declared a nuisance.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(1) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches;

(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

(3) Any condition which provides harborage for rats, mice, snakes and other vermin;

(4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an insanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

(5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

(6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

(7) The carcasses of animals or fowl not disposed of within a reasonable time after death;

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery wastes, industrial wastes or other substances;

(9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;

(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

(11) The storage or accumulation of junk in any area zoned for residential use;

(12) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by section 70-173;

(13) Improperly built or maintained septic tanks, water closets, or privies;

(14) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused;

(15) Any method for disposing of the contents of any septic tank, dry well, raw sewage, grease or similar material which has not been approved by the county health department or state department of health and rehabilitative services;

(16) Improper maintenance or operation of any vehicle designed or used for the transportation or disposal of the contents of any septic tank, dry well, raw sewage, grease, or similar material, which may threaten or impair the health or lives of any individual, or by which or through which, directly or indirectly, disease may be caused.

(Code 1984, § 18-1)

Attachment: Exhibit A - Sec. 26-61 (4782 : 700 Grove Avenue - Nuisance Abatement)

**CITY OF HOLLY HILL CODE ENFORCEMENT**
**SPECIAL MAGISTRATE HEARING**
**HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political Sub-division of the State of Florida**

**Petitioner,**

**-vs-**

**Victor M. Garcia, Owner**

**Respondent.**

**Parcel No. 4244-0116-0057**
**Case No. 23-3186**

---

## ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 15th of June 2023, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

## FINDINGS OF FACT

That Victor M. Garcia, Owner and Respondent of the property located at 700 Grove Avenue, Holly Hill, Florida 32117 was issued a Notice of Violation on the 18th of January, 2023 and the Notice to Appear on the 30th of May, 2023 for the violation of Section 26-61 - Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; (3) Any condition which provides harborage for rats, mice, snakes and other vermin; (11) The storage or accumulation of junk in any area zoned for residential use; Section 82-131- Development Permit. No development activity may be undertaken without prior authorization by a development permit; Section 114-727 - Maintenance requirements. (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality; Section 114-791 – (e) No boat or RVE of any size shall be parked or stored in the public right-of-way; (f) Any boat or RVE parked in a front yard shall be located on or parallel to the driveway. If no driveway exists, then the boat or RVE shall be parked parallel to the side yard. However, in no event shall a boat or RVE be parked within 20 feet of the nearest edge of the paved road or traveled way; (h) All boats and RVEs must be properly licensed and in an operable

Attachment: Exhibit B - SM Orders 6-23 (4782 : 700 Grove Avenue - Nuisance Abatement)

condition; International Property Maintenance Code (hereinafter referred to as IPMC) 302.8 - Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth; and Section 58-99 – Right of Way – Parking. The parking of any vehicle in the parkage area which is not owned by the abutting property owner or occupier shall be limited to 24 hours within a 30-day period unless otherwise allowed by the property owner or occupier. All other parking regulations shall be complied with.

At the hearing, the Code Enforcement Officer Randy Ast provided evidence through testimony and photographs that there is trash and debris on the front, side and rear of the property. There is no permit on file for the accessory structure visibly on the property. The boat located on the property has an expired registration. On the front of the property, a boat, trailer, and vehicles are parked on the City's right of way. There is no hood on the vehicle parked on the property and it has an expired tag. There is also a hot tub, trash and debris on another trailer on the property. There is also a damaged fence at the front of the property. On the day before the hearing, another trailer was parked on the property carrying clothing dryers and other trash and debris. No one appeared on behalf of the Owner at the hearing.

## CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 700 Grove Avenue, Holly Hill, FL 32117 is in violation of Section 26-61 - Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; (3) Any condition which provides harborage for rats, mice, snakes and other vermin; (11) The storage or accumulation of junk in any area zoned for residential use; Section 82-131-Development Permit. No development activity may be undertaken without prior authorization by a development permit; Section 114-727 - Maintenance requirements. (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality; Section 114-791 – (e) No boat or RVE of any size shall be parked or stored in the public right-of-way; (f) Any boat or RVE parked in a front yard shall be located on or parallel to the driveway. If no driveway exists, then the boat or RVE shall be parked parallel to the side yard. However, in no event shall a boat or RVE be parked within 20 feet of the nearest edge of the paved road or traveled way; (h) All boats and RVEs must be properly licensed and in an operable condition; IPMC 302.8 - Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked,

Attachment: Exhibit B - SM Orders 6-23 (4782 : 700 Grove Avenue - Nuisance Abatement)

kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth; and Section 58-99 – Right of Way – Parking. The parking of any vehicle in the parkage area which is not owned by the abutting property owner or occupier shall be limited to 24 hours within a 30-day period unless otherwise allowed by the property owner or occupier. All other parking regulations shall be complied with.

**ORDER**

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), due within thirty (30) days from the date of this Order. If the Respondent fails to pay the administrative fine in thirty (30) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

The Respondent must bring all the violations listed above into compliance within fourteen (14) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of fifty dollars ($50.00) per day, PER VIOLATION until the property comes into compliance. Any unpaid daily accruing fines shall also be recorded as a lien on the property.

Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 21st day of June 2023, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9441.

Attachment: Exhibit B - SM Orders 6-23 (4782 : 700 Grove Avenue - Nuisance Abatement)

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This 28th, day of June, 2023.

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

Valerie Manning
City Clerk, City of Holly Hill

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 28th day of June, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Victor M. Garcia
700 Grove Avenue
Holly Hill, FL 32117

Code Enforcement Official

## IMPORTANT NOTICE

**The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)**

**The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.**

Attachment: Exhibit B - SM Orders 6-23 (4782 : 700 Grove Avenue - Nuisance Abatement)

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Volusia County Clerk of the Court



**CITY OF HOLLY HILL CODE ENFORCEMENT**

**SPECIAL MAGISTRATE HEARING**

**HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political Sub-division of the State of Florida**

**Petitioner,**

**-vs-**

**Victor Garcia, Owner**

**Respondent.**

**Parcel No. 4244-0116-0057**

**Case No. CER2024-001091**

---

**ORDER OF NON-COMPLIANCE**

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 22nd of November 2024. The Owner Victor Garcia was not present. Wayne Johnson the renter was present. Neighbors Gregg Nichols and Karen Pellicer were present. Based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

**FINDINGS OF FACT**

That the owner Victor Garcia, Owner and Respondent of the property located at 700 Grove Ave, Holly Hill, Florida 32117 was issued a Notice of Violation on 10/31/2024 On 11/08/2024 a Notice to Appear was issued for the violations of :

114-811 (b,c,d): Inoperable Vehicles: Remove and repair the Inoperable Red GMC truck

1-16: Abandoned Appliances: Remove the door off the chest freezer on the traller or remove the freezer from the property if it is not in use.

26-61 (2): Sanitary (Trash): Clean and remove the trash and debris on your property.

26-61 (3): Sanitary (Vermin): The excessive trash and debris on this property is becoming an attractive nuisance to vermin.

3-1: General Provision for Nuisance Abatement (Code Enforcement): All trash, debris. Inoperative vehicles and trailers/RVE's that do not comply with City Ordinances must be removed.

58-99: Right of Way Parking: No parking is permitted for more than twenty-four (24) hours within a thirty (30) day period for non-property owner owned vehicles

Attachment: Exhibit C - SM Orders 11-24 (4782 : 700 Grove Avenue - Nuisance Abatement)

70-103.1 (1): Blocking/Tampering/Damaging Utilities: Remove the vehicle that is blocking access to the city water meter. Failure to comply within 24 hours will result in the vehicle being towed at the owner's expense.

70-103.1 (3): Utility Account Required: The property owner must establish a utility account in order to renew sanitary plumbing requirements.

IPMC 111.1.3: Unfit for Human Occupancy: This structure has no active water supply and is not able to properly handle sanitary needs. It is a health safety risk and is not to be occupied.

IPMC 302.8: Vehicles/Painting/Inoperable: No inoperable or unregistered vehicles, trailers, or other RVE's may be kept on property.

114-793(b): Trailers Parked on Residential Property: You are allowed only two (2) trailers on property. Reduce the trailers on the lot to two.

Code Enforcement Officer Mahanes, offered testimony and photographic evidence. Wayne Johnson the renter offered testimony. Neighbors Gregg Nichols and Karen Pellicer offered testimony.

**CONCLUSIONS OF LAW**

That the owner Victor Garcia, Owner and Respondent of the property located at 700 Grove Ave, Holly Hill, Florida 32117 is in violation of:

114-811 (b,c,d): Inoperable Vehicles: Remove and repair the inoperable Red GMC truck

1-16: Abandoned Appliances: Remove the door off the chest freezer on the trailer or remove the freezer from the property if it is not in use.

26-61 (2): Sanitary (Trash): Clean and remove the trash and debris on your property.

26-61 (3): Sanitary (Vermin): The excessive trash and debris on this property is becoming an attractive nuisance to vermin.

3-1: General Provision for Nuisance Abatement (Code Enforcement): All trash, debris, inoperative vehicles and trailers/RVE's that do not comply with City Ordinances must be removed.

58-99: Right of Way Parking: No parking is permitted for more than twenty-four (24) hours within a thirty (30) day period for non-property owner owned vehicles

70-103.1 (1): Blocking/Tampering/Damaging Utilities: Remove the vehicle that is blocking access to the city water meter. Failure to comply within 24 hours will result in the vehicle being towed at the owner's expense.

70-103.1 (3): Utility Account Required: The property owner must establish a utility account in order to renew sanitary plumbing requirements.

IPMC 111.1.3: Unfit for Human Occupancy: This structure has no active water supply and is not able to properly handle sanitary needs. It is a health safety risk and is not to be occupied.

Attachment: Exhibit C - SM Orders 11-24 (4782 : 700 Grove Avenue - Nuisance Abatement)

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114-793(b): Trailers Parked on Residential Property: You are allowed only two (2) trailers on property. Reduce the trailers on the lot to two.

Code Enforcement Officer Mahanes, offered testimony and photographic evidence. Wayne Johnson the renter offered testimony. Neighbors Gregg Nichols and Karen Pellicer offered testimony.

**ORDER**

Based on the Foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162 Florida Statutes and the Holly Hill Enforcement Ordinance, Chapter 2 Section 2-118, it is duly Ordered by this Special Magistrate that the Respondent shall pay an administrative fine of five hundred ($500.00) dollars. Administrative Fine is due within five (5) days of this order. If the respondent fails to pay the Administrative Fine in five (5) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but necessarily limited to that described above.

The Respondent has five (5) days to bring the violations. into compliance , a fine of one hundred ($100.00) dollars a day per violation if not in compliance after five (5) days.
The Respondent failing to comply permission is granted to the City to enter and abate the issues with a contractor pending a ruling of the same from the City Commission. The City of Holly Hill is given permission to enter the property and remove unregistered vehicles, the cost of which is to be assessed to the property owner as a lien. The City is allowed to enter the property and remove trash and debris pending a ruling of the same from the City Commission.

DONE AND ORDERED this 22nd day of November 2024, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A Pascucci

John A. Pascucci, Special Magistrate

Attest: _____

Code Enforcement Official

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 22nd day of November 2024.

NOTARY PUBLIC STATE OF FLORIDA
VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning

City Clerk, City of Holly Hill

Attachment: Exhibit C - SM Orders 11-24 (4782 : 700 Grove Avenue - Nuisance Abatement)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 27th day of November, 2024 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

| | |
|---|---|
| Victor Garcia | CENLAR FSB |
| 700 Grove Street. | 425 Phillips Blvd. |
| Holly Hill, Fl. 32117 | Ewing, N.J. 08618 |
| William Johnson | Amerihome Mortgage Company LLC. |
| 700 Grove Ave. | 1 Baxter Way Ste. 300 |
| Holly Hill, Fl. 32117 | Westlake Village, Ca. 91362 |

Code Enforcement Official

## IMPORTANT NOTICE

**The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)**

**The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.**

Attachment: Exhibit C - SM Orders 11-24 (4782 : 700 Grove Avenue - Nuisance Abatement)

12/13/2024 8:50:01 AM
Instrument# 2024237547 5 pa
Book: 8643 Page: 1147
Electronically Recorded By
Volusia County Clerk of the Court

5.2.c

| Return To: | |
|---|---|
| Name: | Brian M. Walker, Community Development Director |
| Address: | 1065 Ridgewood Ave |
| | Holly Hill, FL 32117-2807 |
| This instrument Prepared by: | |
| Name: | **Kyle Mahanes** |
| Address: | 1065 Ridgewood Ave |
| | Holly Hill, FL 32117-2807 |
| Property Appraisers Parcel ID Number(s) 424401160057 | |

# *Claim of Lien*

## *State of Florida, County of Volusia*

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he is the lienor herein.

City of Holly Hill

1065 Ridgewood Avenue, Holly Hill, FL 32117.

Respondent ordered to pay fines, fees and cost as follows:
Special Magistrate Administrative Hearing Fine of $500.00 ordered on November 22nd, 2024 , which remains unpaid as of December 3rd, 2024. Daily fines of $1,100.00 per day. ($100.00 per violation per day for violations) commencing on December 1st, 2024.
Case # CER2024-0001091

on the following described real property in Volusia County, Florida: S 70 FT OF N 657 FT OF E 100 FT OF W 200 FT E OF MARLENE DR & W OF GROVE ST OF LOT 1 BLK 16 M & C HOLLY HILL MB 2 PG 90 PER OR 2017 PG 1648 PER OR 7519 PG 4137 PER OR 7537 PG 4970

700 Grove Avenue., Holly Hill FL 32117.

Owned by GARCIA VICTOR M. Fine, fees and cost of a Special Magistrate Administrative Hearing Fine of 500.00 ordered on November 22nd, 2024 , which remains unpaid as of December 3rd, 2024. Daily fines of $1,100.00 per day. ($100.00 per violation per day for violations) commencing on December 1st, 2024.

Lienor: City of Holly Hill

By _____
Brian W. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 10th day of December, 2024, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning
Notary Signature

Valerie Manning
Printed Name

Attachment: Exhibit C - SM Orders 11-24 (4782 : 700 Grove Avenue - Nuisance Abatement)

HOLLY HILL
FLORIDA

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Community Services
386-248-9435
Fax 386-248-9448

Economic Development
386-248-9444
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9497

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9459
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Utility Billing
386-248-9432
Fax 386-248-9458

Mayor & City Commission
386-248-9441
Fax 386-248-9448

January 9, 2025

Andrew Arias. Esq.
Marinosci Law Group, P.C. Attorneys for Plaintiff
100 West Cypress Creek Road, Suite 1045
Fort Lauderdale, FL 33309

AmeriHome Mortgage Company, LLC
PO Box 77404
Ewing, NJ 08628

Plaintiff File # 23-04105
Re: Code Case No: 23-3186 / 700 Grove Avenue

Dear Mr. Arias,

On November 8th 2024, we received a letter from AmeriHome Mortgage Company LLC, wherein they informed us that they are the current servicer of the loan at 700 Grove Avenue, Holly Hill, FL 32117.

It is my understanding that you are the attorney for AmeriHome Mortgage Company LLC, and that they are seeking to foreclose on 700 Grove Avenue. I spoke with your associate Karina on 01/09/2025, and she informed me that the property is in probate but that after January 17th 2025, you will be able to move forward with the foreclosure.

Typically, this letter would be sent to the property owner, but since Victor Garcia has passed away we are sending it to you as the attorney for AmeriHome Mortgage Company LLC.

On June 15th, 2023, the Special Master heard testimony under oath regarding Case # 23-3186. The case concerns the accumulation of trash and debris at 700 Grove Avenue, Holly Hill, FL. A copy of the Special Master's signed order is attached. The property owner was given until July 5th 2023, to correct all violations. The violations were not corrected.

Attachment: Exhibit D - Letter 1 (4782 : 700 Grove Avenue - Nuisance Abatement)

On November 22nd 2024, the Special Master heard testimony under oath regarding Case # CER2024-001091. At this hearing a man named Wayne Johnson was present and represented himself as the renter. This case heard testimony regarding the accumulation of trash and debris, abandoned appliances, inoperable vehicles and occupying a structure unfit for human occupancy. A copy of the Special Master's signed orders is attached. The respondent was given 5 (five) days to bring the property into compliance.

If the violations were not corrected by the due date, the Special Master granted permission for the City to enter the property (pending ruling of same by the City Commission) and remove all items declared a nuisance according to Section 26-61 – Special items declared a nuisance (Attached).

As of the date of this letter, the violations continue to exist. In order to come into compliance, the following must occur: Remove all trash and debris (items declared a nuisance according to Section 26-61) from the property as stated in the attached order of the Special Master. Once all trash and debris have been removed, the property must receive an inspection from a code enforcement official stating that the property is in compliance.

The property has until February 16th 2025, to correct all violations. On Monday, February 17th 2025, the property will be inspected by a code enforcement official. If it is deemed that the violations have not been corrected in full, the case will be scheduled to be heard before the City Commission.

The purpose of that meeting will be for staff to request that the City Commission determine whether or not a public nuisance exists, and if so, what course of action should be taken, which may include authorizing City employees, subcontractors, and/or agents, to enter the property and remove all items declared a nuisance. If staff is authorized to enter the property to remove all items declared a nuisance, staff will further request that all expenses incurred by the City for removal of such items be paid by the property owner, and that if the property owner fails to pay such cost and expenses, that they be recorded as a lien on the property, or if such expenses qualify, that they be added to the property's non-ad valorem tax portion of the property tax bill.

Questions regarding this letter can be directed to Brian Walker, Community Development Director, at 386-248-9424 or bwalker@hollyhillfl.org. You can also contact your code enforcement officer, Kyle Mahanes at 386-248-9483 or kmahanes@hollyhillfl.org. It is preferable to contact both staff members via email. If you write to one, please copy the other.

Sincerely,

Brian Walker
Community Development Director

Attachment: Exhibit D - Letter 1 (4782 : 700 Grove Avenue - Nuisance Abatement)

HOLLY HILL
FLORIDA

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
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Fax 386-248-9448

City Manager
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Finance
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Information Technology
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Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Utility Billing
386-248-9432
Fax 386-248-9458

Mayor & City Commission
386-248-9441
Fax 386-248-9448

February 7, 2025

Andrew Arias. Esq.
Marinosci Law Group, P.C. Attorneys for Plaintiff
100 West Cypress Creek Road, Suite 1045
Fort Lauderdale, FL 33309

AmeriHome Mortgage Company, LLC
PO Box 77404
Ewing, NJ 08628

Plaintiff File # 23-04105
Re: Code Case No: 23-3186 / 700 Grove Avenue

**NOTICE OF INTENT TO SCHEDULE A HEARING BEFORE THE CITY COMMISSION OF HOLLY HILL ON FEBRUARY 25, 2025, REGARDING 700 GROVE AVE**

Dear Mr. Arias,

It is my understanding that you are the attorney for AmeriHome Mortgage Company LLC, mortgage holder for 700 Grove Avenue, and that they are seeking to foreclose on the property. I spoke with your associate Karina on January 9, 2025, and she informed me that the property was in probate until January 17th 2025, after which time you will be able to move forward with foreclosure.

Typically, this letter would be sent to the property owner, but since Victor Garcia has passed away, we are sending it to you as the attorney for AmeriHome Mortgage Company LLC.

On June 15th, 2023, the Special Master heard testimony under oath regarding Case # 23-3186. The case concerned the accumulation of trash and debris at 700 Grove Avenue, Holly Hill, FL. A copy of the Special Master's signed order is attached. The property owner was given until July 5th 2023 to correct all violations. The violations were not corrected.

On November 22nd 2024, the Special Master heard testimony under oath regarding Case # CER2024-001091. At that hearing a man named Wayne Johnson was present and represented himself as the renter of 700 Grove Avenue. At that hearing, testimony was heard regarding the accumulation of trash and debris, abandoned appliances,



Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

inoperable vehicles and occupying a structure unfit for human occupancy. A copy of the Special Master's signed order is attached. The respondent was given 5 (five) days to bring the property into compliance. The violations were not corrected.

On January 9, 2025, we sent a letter addressed to you, giving until Sunday, February 16th to correct all violations. If the violations were not corrected by that date, the Special Master has granted permission for the City to enter the property (pending ruling of same by the City Commission) and remove all items declared a nuisance according to Section 26-61 – Special items declared a nuisance (Attached).

As of the date of this letter, the violations continue to exist. **If the violations are not corrected by Sunday, February 16th, 2025, this case will be scheduled to be heard before the City Commission on Tuesday, February 25th, 2025 at 6:00 pm.**

**If you do not receive written confirmation before Tuesday, February 25th, 2025, that the property is complaint, the property's representative needs to attend the hearing on Tuesday, February 25th at 6:00 pm.**

The purpose of the meeting is for staff to request that the City Commission determine whether or not a public nuisance exists, and if so, what course of action should be taken, which may include authorizing City employees, subcontractors, and/or agents, **to enter the property and remove all items declared a nuisance.** If staff is authorized to enter the property to remove all items declared a nuisance, staff will further request that all expenses incurred by the City for removal of such items be paid by the property owner, and that if the property owner fails to pay such cost and expenses, that they be recorded as a lien on the property, or if such expenses qualify, that they be added to the property's non-ad valorem tax portion of the property tax bill.

Questions regarding this letter can be directed to Brian Walker, Community Development Director, at 386-248-9424 or bwalker@hollyhillfl.org. You can also contact the code enforcement officer, Kyle Mahanes at 386-248-9483 or kmahanes@hollyhillfl.org. It is preferable to contact both staff members via email. If you write to one, please copy the other.

Sincerely,

Brian Walker, AICP, CNU-A
Assistant City Manager
Community Development Director

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

**Sec. 26-61. Special items declared a nuisance.**

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(1) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches;

(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

(3) Any condition which provides harborage for rats, mice, snakes and other vermin;

(4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an insanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

(5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

(6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

(7) The carcasses of animals or fowl not disposed of within a reasonable time after death;

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery wastes, industrial wastes or other substances;

(9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;

(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

(11) The storage or accumulation of junk in any area zoned for residential use;

(12) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by section 70-173;

(13) Improperly built or maintained septic tanks, water closets, or privies;

(14) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused;

(15) Any method for disposing of the contents of any septic tank, dry well, raw sewage, grease or similar material which has not been approved by the county health department or state department of health and rehabilitative services;

(16) Improper maintenance or operation of any vehicle designed or used for the transportation or disposal of the contents of any septic tank, dry well, raw sewage, grease, or similar material, which may threaten or impair the health or lives of any individual, or by which or through which, directly or indirectly, disease may be caused.

(Code 1984, § 18-1)

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

**CITY OF HOLLY HILL CODE ENFORCEMENT**
**SPECIAL MAGISTRATE HEARING**
**HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political Sub-division of the State of Florida**

**Petitioner,**

**-vs-**

**Victor M. Garcia, Owner**

**Respondent.**

**Parcel No. 4244-0116-0057**
**Case No. 23-3186**

---

## ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 15th of June 2023, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

## FINDINGS OF FACT

That Victor M. Garcia, Owner and Respondent of the property located at 700 Grove Avenue, Holly Hill, Florida 32117 was issued a Notice of Violation on the 18th of January, 2023 and the Notice to Appear on the 30th of May, 2023 for the violation of Section 26-61 - Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; (3) Any condition which provides harborage for rats, mice, snakes and other vermin; (11) The storage or accumulation of junk in any area zoned for residential use; Section 82-131- Development Permit. No development activity may be undertaken without prior authorization by a development permit; Section 114-727 - Maintenance requirements. (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality; Section 114-791 – (e) No boat or RVE of any size shall be parked or stored in the public right-of-way; (f) Any boat or RVE parked in a front yard shall be located on or parallel to the driveway. If no driveway exists, then the boat or RVE shall be parked parallel to the side yard. However, in no event shall a boat or RVE be parked within 20 feet of the nearest edge of the paved road or traveled way; (h) All boats and RVEs must be properly licensed and in an operable

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

condition; International Property Maintenance Code (hereinafter referred to as IPMC) 302.8 - Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth; and Section 58-99 – Right of Way – Parking. The parking of any vehicle in the parkage area which is not owned by the abutting property owner or occupier shall be limited to 24 hours within a 30-day period unless otherwise allowed by the property owner or occupier. All other parking regulations shall be complied with.

At the hearing, the Code Enforcement Officer Randy Ast provided evidence through testimony and photographs that there is trash and debris on the front, side and rear of the property. There is no permit on file for the accessory structure visibly on the property. The boat located on the property has an expired registration. On the front of the property, a boat, trailer, and vehicles are parked on the City's right of way. There is no hood on the vehicle parked on the property and it has an expired tag. There is also a hot tub, trash and debris on another trailer on the property. There is also a damaged fence at the front of the property. On the day before the hearing, another trailer was parked on the property carrying clothing dryers and other trash and debris. No one appeared on behalf of the Owner at the hearing.

## CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 700 Grove Avenue, Holly Hill, FL 32117 is in violation of Section 26-61 - Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; (3) Any condition which provides harborage for rats, mice, snakes and other vermin; (11) The storage or accumulation of junk in any area zoned for residential use; Section 82-131-Development Permit. No development activity may be undertaken without prior authorization by a development permit; Section 114-727 - Maintenance requirements. (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality; Section 114-791 – (e) No boat or RVE of any size shall be parked or stored in the public right-of-way; (f) Any boat or RVE parked in a front yard shall be located on or parallel to the driveway. If no driveway exists, then the boat or RVE shall be parked parallel to the side yard. However, in no event shall a boat or RVE be parked within 20 feet of the nearest edge of the paved road or traveled way; (h) All boats and RVEs must be properly licensed and in an operable condition; IPMC 302.8 - Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked,

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth; and Section 58-99 – Right of Way – Parking. The parking of any vehicle in the parkage area which is not owned by the abutting property owner or occupier shall be limited to 24 hours within a 30-day period unless otherwise allowed by the property owner or occupier. All other parking regulations shall be complied with.

**ORDER**

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), due within thirty (30) days from the date of this Order. If the Respondent fails to pay the administrative fine in thirty (30) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

The Respondent must bring all the violations listed above into compliance within fourteen (14) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of fifty dollars ($50.00) per day, PER VIOLATION until the property comes into compliance. Any unpaid daily accruing fines shall also be recorded as a lien on the property.

Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 21st day of June 2023, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9441.

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This 28th, day of June, 2023.

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

Valerie Manning
City Clerk, City of Holly Hill

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 28th day of June, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Victor M. Garcia
700 Grove Avenue
Holly Hill, FL 32117

Code Enforcement Official

## IMPORTANT NOTICE

**The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)**

**The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.**

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

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Electronically Recorded By
Volusia County Clerk of the Court



**CITY OF HOLLY HILL CODE ENFORCEMENT**

**SPECIAL MAGISTRATE HEARING**

**HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political Sub-division of the State of Florida**

**Petitioner,**

**-vs-**

**Victor Garcia, Owner**

**Respondent.**

**Parcel No. 4244-0116-0057**

**Case No. CER2024-001091**

---

**ORDER OF NON-COMPLIANCE**

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 22nd of November 2024. The Owner Victor Garcia was not present. Wayne Johnson the renter was present. Neighbors Gregg Nichols and Karen Pellicer were present. Based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

**FINDINGS OF FACT**

That the owner Victor Garcia, Owner and Respondent of the property located at 700 Grove Ave, Holly Hill, Florida 32117 was issued a Notice of Violation on 10/31/2024 On 11/08/2024 a Notice to Appear was issued for the violations of :

114-811 (b,c,d): Inoperable Vehicles: Remove and repair the Inoperable Red GMC truck

1-16: Abandoned Appliances: Remove the door off the chest freezer on the trailer or remove the freezer from the property if it is not in use.

26-61 (2): Sanitary (Trash): Clean and remove the trash and debris on your property.

26-61 (3): Sanitary (Vermin): The excessive trash and debris on this property is becoming an attractive nuisance to vermin.

3-1: General Provision for Nuisance Abatement (Code Enforcement): All trash, debris. Inoperative vehicles and trailers/RVE's that do not comply with City Ordinances must be removed.

58-99: Right of Way Parking: No parking is permitted for more than twenty-four (24) hours within a thirty (30) day period for non-property owner owned vehicles

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

70-103.1 (1): Blocking/Tampering/Damaging Utilities: Remove the vehicle that is blocking access to the city water meter. Failure to comply within 24 hours will result in the vehicle being towed at the owner's expense.

70-103.1 (3): Utility Account Required: The property owner must establish a utility account in order to renew sanitary plumbing requirements.

IPMC 111.1.3: Unfit for Human Occupancy: This structure has no active water supply and is not able to properly handle sanitary needs. It is a health safety risk and is not to be occupied.

IPMC 302.8: Vehicles/Painting/Inoperable: No inoperable or unregistered vehicles, trailers, or other RVE's may be kept on property.

114-793(b): Trailers Parked on Residential Property: You are allowed only two (2) trailers on property. Reduce the trailers on the lot to two.

Code Enforcement Officer Mahanes, offered testimony and photographic evidence. Wayne Johnson the renter offered testimony. Neighbors Gregg Nichols and Karen Pellicer offered testimony.

**CONCLUSIONS OF LAW**

That the owner Victor Garcia, Owner and Respondent of the property located at 700 Grove Ave, Holly Hill, Florida 32117 is in violation of:

114-811 (b,c,d): Inoperable Vehicles: Remove and repair the inoperable Red GMC truck

1-16: Abandoned Appliances: Remove the door off the chest freezer on the trailer or remove the freezer from the property if it is not in use.

26-61 (2): Sanitary (Trash): Clean and remove the trash and debris on your property.

26-61 (3): Sanitary (Vermin): The excessive trash and debris on this property is becoming an attractive nuisance to vermin.

3-1: General Provision for Nuisance Abatement (Code Enforcement): All trash, debris, inoperative vehicles and trailers/RVE's that do not comply with City Ordinances must be removed.

58-99: Right of Way Parking: No parking is permitted for more than twenty-four (24) hours within a thirty (30) day period for non-property owner owned vehicles

70-103.1 (1): Blocking/Tampering/Damaging Utilities: Remove the vehicle that is blocking access to the city water meter. Failure to comply within 24 hours will result in the vehicle being towed at the owner's expense.

70-103.1 (3): Utility Account Required: The property owner must establish a utility account in order to renew sanitary plumbing requirements.

IPMC 111.1.3: Unfit for Human Occupancy: This structure has no active water supply and is not able to properly handle sanitary needs. It is a health safety risk and is not to be occupied.

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

IPMC 302.8: Vehicles/Painting/Inoperable: No inoperable or unregistered vehicles, trailers, or other RVE's may be kept on property.

114-793(b): Trailers Parked on Residential Property: You are allowed only two (2) trailers on property. Reduce the trailers on the lot to two.

Code Enforcement Officer Mahanes, offered testimony and photographic evidence. Wayne Johnson the renter offered testimony. Neighbors Gregg Nichols and Karen Pellicer offered testimony.

**ORDER**

Based on the Foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162 Florida Statutes and the Holly Hill Enforcement Ordinance, Chapter 2 Section 2-118, it is duly Ordered by this Special Magistrate that the Respondent shall pay an administrative fine of five hundred ($500.00) dollars. Administrative Fine is due within five (5) days of this order. If the respondent fails to pay the Administrative Fine in five (5) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but necessarily limited to that described above.

The Respondent has five (5) days to bring the violations. Into compliance , a fine of one hundred ($100.00) dollars a day per violation if not in compliance after five (5) days.
The Respondent failing to comply permission is granted to the City to enter and abate the issues with a contractor pending a ruling of the same from the City Commission. The City of Holly Hill is given permission to enter the property and remove unregistered vehicles, the cost of which is to be assessed to the property owner as a lien. The City is allowed to enter the property and remove trash and debris pending a ruling of the same from the City Commission.

DONE AND ORDERED this 22nd day of November 2024, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A Pascucci

John A. Pascucci, Special Magistrate

Attest: _____

Code Enforcement Official

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 22nd day of November 2024.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning

City Clerk, City of Holly Hill

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 27th day of November, 2024 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

| | |
|---|---|
| Victor Garcia | CENLAR FSB |
| 700 Grove Street. | 425 Phillips Blvd. |
| Holly Hill, Fl. 32117 | Ewing, N.J. 08618 |
| William Johnson | Amerihome Mortgage Company LLC. |
| 700 Grove Ave. | 1 Baxter Way Ste. 300 |
| Holly Hill, Fl. 32117 | Westlake Village, Ca. 91362 |

Code Enforcement Official

## IMPORTANT NOTICE

**The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)**

**The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.**

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

12/13/2024 8:50:01 AM
Instrument# 2024237547 5 pa
Book: 8643 Page: 1147
Electronically Recorded By
Volusia County Clerk of the Court



| Return To: | |
|---|---|
| Name: | Brian M. Walker, Community Development Director |
| Address: | 1065 Ridgewood Ave |
| | Holly Hill, FL 32117-2807 |
| This instrument Prepared by: | |
| Name: | **Kyle Mahanes** |
| Address: | 1065 Ridgewood Ave |
| | Holly Hill, FL 32117-2807 |
| Property Appraisers Parcel ID Number(s) 424401160057 | |

# *Claim of Lien*

## *State of Florida, County of Volusia*

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he is the lienor herein.

City of Holly Hill

1065 Ridgewood Avenue, Holly Hill, FL 32117.

Respondent ordered to pay fines, fees and cost as follows:
Special Magistrate Administrative Hearing Fine of $500.00 ordered on November 22nd, 2024 , which remains unpaid as of December 3rd, 2024. Daily fines of $1,100.00 per day. ($100.00 per violation per day for violations) commencing on December 1st, 2024.
Case # CER2024-0001091

on the following described real property in Volusia County, Florida: S 70 FT OF N 657 FT OF E 100 FT OF W 200 FT E OF MARLENE DR & W OF GROVE ST OF LOT 1 BLK 16 M & C HOLLY HILL MB 2 PG 90 PER OR 2017 PG 1648 PER OR 7519 PG 4137 PER OR 7537 PG 4970

700 Grove Avenue., Holly Hill FL 32117.

Owned by GARCIA VICTOR M. Fine, fees and cost of a Special Magistrate Administrative Hearing Fine of 500.00 ordered on November 22nd, 2024 , which remains unpaid as of December 3rd, 2024. Daily fines of $1,100.00 per day. ($100.00 per violation per day for violations) commencing on December 1st, 2024.
.

Lienor: City of Holly Hill

By _____
Brian W. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 10th day of December, 2024, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning
Notary Signature

Valerie Manning
Printed Name

Attachment: Exhibit E - Letter 2 (4782 : 700 Grove Avenue - Nuisance Abatement)

AmeriHome mortgage
NMLS ID 135776

RECEIVED
NOV 20 2024
FINANCE DEPT.

November 08, 2024

City of holly hill
1065 Ridgewood Ave
Holly Hill, FL 32117

RE: Loan Number: 0112764477
Property Address: 700 Grove Ave
Holly Hill FL 32117

Dear :

We are the current servicer of the loan located at 700 Grove Ave Holly Hill FL 32117. We have received a notice citing violations with respect to the above-referenced premises.

Due to the occupancy of the property and/or the loan status, Cenlar FSB and AmeriHome Mortgage Company, LLC are unable to abate the violations listed at the property. We have notified the borrower in writing of their obligation to abate this, unless the loan status prevents us from sending letters to the borrower.

Thank you.

PP003 008 D4S OE

4-836-EBP91-0000002-001-2-2-1-000-000-000-000PP003

Attachment: AmeriHome Document (4782 : 700 Grove Avenue - Nuisance Abatement)

EQUAL HOUSING LENDER

855-501-3035
amerihome.loanadministration.com

AmeriHome mortgage
AmeriHome Mortgage Company, LLC
PO Box 77404
Ewing, NJ 08628

RECEIVED
NOV 20 2024
FINANCE DEPT.

4-836-EBP91-0000002-001-2-1-0-000-000-000-000-PP003
City of holly hill
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117-2807

Attachment: AmeriHome Document (4782 : 700 Grove Avenue - Nuisance Abatement)

# August 2024

## Boat Parts



## Inoperable Truck



Attachment: Exhibit F - Pictures taken Aug thru Dec 2024 (4782 : 700 Grove Avenue - Nuisance Abatement)

**Truck has no plate**




**October 2024**



Attachment: Exhibit F - Pictures taken Aug thru Dec 2024 (4782 : 700 Grove Avenue - Nuisance Abatement)






Attachment: Exhibit F - Pictures taken Aug thru Dec 2024 (4782 : 700 Grove Avenue - Nuisance Abatement)



**November 2024**




SIERRA



**Aerial – December 2024**




Attachment: Exhibit F - Pictures taken Aug thru Dec 2024 (4782 : 700 Grove Avenue - Nuisance Abatement)

## PICTURES TAKEN ON FEBRUARY 11TH AND 12TH OF 2025







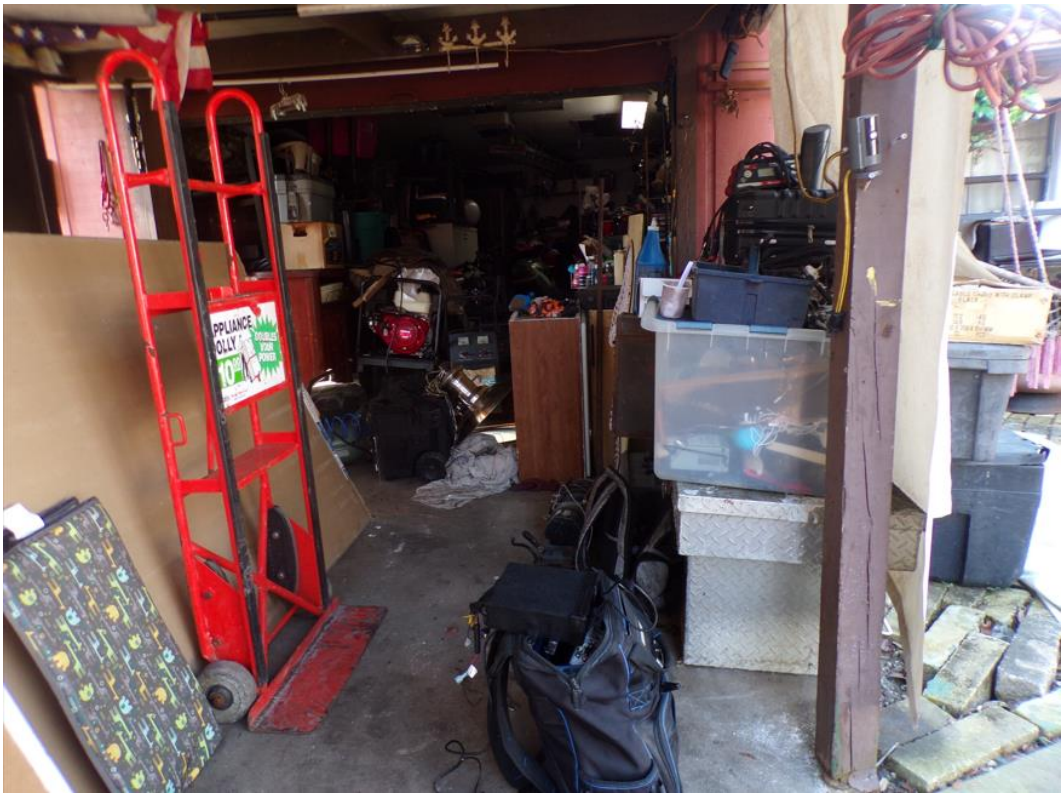
ALUMASCAPE
AIR PROS
A/C - Heating - Refrigeration
Rebecca's Cleaning LLC
Commercial - Residential
Licensed & Insured
386-383-8473
DODGE


GMC


CAMPLITE


CAMPLITE





HOLLY HILL
FLORIDA

**City of Holly Hill**
**Affidavit of Service**
**Notice of Meeting**

**Address/Location of Violation: 700 Grove Avenue, Holly Hill, Florida, 32117**

***HAND DELIVERED***

☐ Pursuant to Florida Statute 162.12(1)(b)-(d), the notice of meeting on February 25th 2025, was hand delivered to:

☑ Occupant(s) of the property on February 11th, 2025 at 10:12 AM.

X Kyle Mahanes

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☑ physical presence or ☐ online notarization,** this 11th day of February 2025, by Kyle Mahanes, who is personally known to me or produced n/A as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Valerie Manning
Notary Signature

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning
Printed Name

Commission No.: HH 417239

My Commission Expires: Oct. 30, 2027

Attachment: Affidavit - delivery of letter to occupant (4782 : 700 Grove Avenue - Nuisance Abatement)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Ordinance**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Joseph Forte**
**SUBJECT:** **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Repealing Chapter 2 (Administration), Article II (City Commission), Division 2 (Meetings); Adopting a New Chapter 2 (Administration), Article II (City Commission), Division 2 (Meetings) to Adopting New Rules for Conducting City Meetings; Providing for Severability; and Providing an Effective Date.**
**NUMBER:** **2025-O-3082**
**APPLICANT:**
**PLANNER:**

**DISCUSSION**:

The City Commission held a work shop on January 14, 2025 to discuss enacting an Ordinance to establish a decorum policy. At the conclusion of the workshop, the City Commission, by consensus, determined it is in the best interest of the City to update the current rules for conducting public meetings, including new decorum standards for the City Commission and public participation.

During the first reading of Ordinance 3082 on February 11, 2025, the Mayor made some additional changes to the Ordinance for second reading. Those changes/additions are highlighted in yellow within the Ordinance.

**FISCAL ANALYSIS:**

**N/A**

**STAFF RECOMMENDATION**:

Approve Ordinance 3082 as submitted by staff for second reading.

**MOTION:**

**APPROVE THE ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA,**

**REPEALING CHAPTER 2 (ADMINISTRATION), ARTICLE II (CITY COMMISSION), DIVISION 2 (MEETINGS); ADOPTING A NEW CHAPTER 2 (ADMINISTRATION), ARTICLE II (CITY COMMISSION), DIVISION 2 (MEETINGS) TO ADOPTING NEW RULES FOR CONDUCTING CITY MEETINGS.**

**HISTORY:**

**02/11/25 City Commission APPROVED AT 1ST READING**
**Next: 02/25/25**

Mayor Penny mentioned that he had a few recommendations that he would like to add to the Ordinance before second reading. Those changes are underlined:

**Sec. 2-54. - Local Rules.**

(b) Workshops of the City Commission shall be held as needed at such time and place as set by the Mayor or the City Manager. Every effort shall be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Commission, Mayor or the City Manager. Workshops are intended to address City issues by allowing staff to discuss with the Commission as a whole and the Mayor and Commissioners to discuss with one another these issues. Public comment is not required during workshops.

(i) With regard to the agenda for regular City Commission meetings, the following shall apply:

(1) To the extent possible, the City Administration shall group all matters by subject area and shall place as many routine items as possible on the consent portion of the agenda. Those items that need further discussion or explanation shall not be placed on the Consent Agenda.

**Sec. 2-55. - Public Participation.**

(a)(2) Public comments on agenda items shall be relevant to the agenda item. Public comments on non-agenda items shall be pertinent to the City or City business.

**Mayor Penny opened public participation.**

Gabriel Varga, Daytona Beach.

**Mayor Penny closed public participation.**

# Ordinance No. 2025-3082

## SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING CHAPTER 2 (ADMINISTRATION), ARTICLE II (CITY COMMISSION), DIVISION 2 (MEETINGS); ADOPTING A NEW CHAPTER 2 (ADMINISTRATION), ARTICLE II (CITY COMMISSION), DIVISION 2 (MEETINGS) TO ADOPTING NEW RULES FOR CONDUCTING CITY MEETINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING CHAPTER 2 (ADMINISTRATION), ARTICLE II (CITY COMMISSION), DIVISION 2 (MEETINGS); ADOPTING A NEW CHAPTER 2 (ADMINISTRATION), ARTICLE II (CITY COMMISSION), DIVISION 2 (MEETINGS) TO ADOPTING NEW RULES FOR CONDUCTING CITY MEETINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission has determined it is in the best interest of the City to update the current rules for conducting public meetings, including new decorum standards for public participation.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The City Commission of the City of Holly Hill hereby repeals Chapter 2 (Administration), Article II (City Commission), Division 2 (Meetings) and adopts a new Chapter 2 (Administration, Article II (City Commission), Division 2 (Meetings) to read as follows:

**DIVISION 2. - MEETINGS**

**Sec. 2-46. - Regular meetings.**

The city commission shall regularly meet on the second and fourth Tuesday of each month, except that the mayor or acting mayor may determine to cancel or amend the date of not more than one meeting per month. Notice of the cancelled or amended meeting shall be provided to each commissioner and shall be published in the same manner that the notice of the commission meeting is published.

**Sec. 2-47. - Holding meetings, etc., other than in city hall.**

Upon motion approved by a majority of the city commission at a regularly scheduled meeting, the affairs of the city government may be conducted at a location other than city hall. Such location, together with the time of the meeting shall be contained in the motion.

**Sec. 2-48. - Agenda.**

The tentative agenda shall be prepared with explanatory information where necessary and forwarded to the commissioner by the preceding Friday. No agenda shall be necessary for special meetings.

**Sec. 2-49. - Order of business.**

The conduct of business shall be based upon the agenda created and scheduled for the regular commission meeting being held.

**Sec. 2-50. - General rules of procedure.**

(a) Except as otherwise provided in this division, Robert's Rules of Order, Newly Revised, shall govern all meetings.

(b) A decision of the commission shall be made by a majority vote or as otherwise specified in the Charter or state law.

(c) After voting has begun, a commissioner does not have the right to the floor.

(d) Resolutions may be adopted when first presented by a majority vote. However, upon motion made to postpone consideration of the resolution, the chair shall call

for an immediate vote as to such postponement and, if carried by a majority of those present, vote on the resolution shall then be delayed until the next regularly scheduled meeting. Upon such motion to postpone, debate shall be limited only to the propriety of such postponement.

(e) The meeting is adjourned only after declared by the mayor who acts as chairman or whoever acts in his absence as provided by the Charter.

**Sec. 2-51. - Authority of mayor or person acting as mayor.**

The mayor, or the person acting in his/her absence as provided by the Charter at commission meetings (presiding officer) shall:

() Preside at all meetings of the City Commission. In the absence of the Mayor, the Vice Mayor shall preside. The Mayor may call the Vice Mayor member to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

() Call the meetings of the City Commission to order, recessed and adjourned.

() Preserve order and enforce the rules of decorum and conduct set forth herein.

() Determine all points of order, subject to the right of any Commission member to appeal to the City Commission. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Commission sitting and eligible to vote is required to reverse the ruling of the presiding officer.

(e) Call a member to order if his/her remarks are not relevant to the subject under discussion, or for lack of decorum.

(f) Not abstain from voting, unless required by law.

(g) Have the right to discuss a motion as any other commissioner without relinquishing the chair.

(h) Have the right to make a motion or second a motion after relinquishing the chair.

(i) Have the right to call for a reading of the motion after discussion but before voting.

(j) Upon a tie vote, rule the motion is lost.

(k) Recognize commissioners in the order of their request to speak except the maker of the motion may be the first speaker.

(l) Have the right to call a recess for a definite period if no objection is raised. If there is objection, he is obliged to call for a motion which must be seconded to determine the result by a majority vote. This is not debatable but is amendable as to time.

(m) Have the right to refer the subject to the next regular meeting if no objection is raised. If there is objection, he is obliged to call for a motion which must be seconded to determine the result by a majority vote. This is debatable and amendable.

(n) If no motion is pending, may ask, "Is there any further business?" Hearing no response, the chair may then state, "Since there is no further business, the meeting is adjourned." If there is objection, he is obliged to call for a motion which must be seconded to determine the result by a majority vote. This is not debatable nor amendable.

(o) Have the right, if no motion is pending upon an uncompleted agenda, to call an "adjourned meeting", call for a specific time and date before or on the next regular meeting. This is not debatable but is amendable as to time.

(p) In matters concerning the city's operation, shall deal only through the city manager or in his absence, the assistant city manager.

(q) Have the right to continue a regular or special called commission meeting for good reason to a specific time and date.

**Sec. 2-52. - Conduct of commissioners.**

The following provisions shall govern the conduct of a commissioner:

(a) Shall not abstain from voting, unless required by law.

(b) He/she may, only after recognition by the chair, introduce motions, discuss subjects and vote.

(c) He/she may request to consider a subject informally if no objection. If there is objection, he/she is obliged to put a motion which must be seconded to determine the result by a majority vote. This is debatable but not amendable.

(d) Each commissioner is limited to five minutes' discussion on each subject. This time limitation may be automatically extended if no objection. If objection is made, motion to extend time must be seconded and approved by a majority vote. This is amendable but not debatable.

(e) He/she may appeal from a decision of the chair without a second. This is debatable if the question was debatable, is not amendable and is decided by a majority vote.

(f) He/she may move to recess, stating a definite time. This takes a second and is decided by a majority vote. It is not debatable but the time is amendable.

(g) He/she may move to refer the subject to the next regular meeting. This is seconded, decided by a majority vote, is debatable and amendable.

(h) If no motion is pending, he/she may move to adjourn. Upon the incompletion of the agenda, an adjourned meeting may be "moved" by specifying time and date before or on the date of the next regular meeting. These motions are seconded and decided by a majority vote. They are not debatable but are amendable as to time.

(i) In matters concerning the city's operation, he/she shall deal only through city manager or in his absence, the assistant city manager.

**Sec. 2-53. - Penalty for absence from meetings.**

Absence from three consecutive regular meetings of the city commission shall operate to vacate the seat of a commissioner, unless a leave of absence is first granted by the city commission or such absence is excused by the city commission after the fact.

**Secs. 2-54.- Local Rules.**

The following Local Rules of Procedure ("Local Rules") shall be applicable to the City Commission and the conduct of City business, as well as preparation and publication of agendas of the City Commission of the City of Holly Hill, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order".

(a) Regular meetings of the City Commission shall typically be held on the second and fourth Tuesdays of each month, with exceptions due to conflicts such as holidays and School Board meeting night when the millage is discussed. These meeting dates and times are subject to change as determined necessary by the City Commission or to comply with the City's Charter. There shall be no regular City Commission meeting on the date of a Holly Hill municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:00 p.m.

(b) Workshops of the City Commission shall be held as needed at such time and place as set by the Mayor or the City Manager. Every effort shall be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Commission, Mayor or the City Manager. Workshops are intended to address City issues by allowing staff to discuss with the Commission as a whole and the Mayor and Commissioners to discuss with one another these issues. Public comment is not required during workshops.

(c) All regular City Commission meetings shall be held in the City Commission Chambers at City Hall unless otherwise designated by the City Commission. All City Commission workshops shall typically be held in the Second Floor Conference Room or the Commission Chambers at City Hall, as determined by the City Manager.

(d) There may also be special meetings or workshops at such other times designated in advance by the Mayor for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the Mayor.

(e) Special meetings shall be called at the request of the Mayor.

(f) Ex-Parte Communication and Quasi-Judicial Proceedings shall be governed by applicable federal and state law.

(g) To the extent compatible with the conduct of business, all workshops shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to

twenty (20) minutes, unless the Commission, by consensus, agrees to extend the time.

(h) The City Manager shall be responsible for the organization and placement of items on the City Commission Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk.

(i) With regard to the agenda for regular City Commission meetings, the following shall apply:

(1) To the extent possible, the City Administration shall group all matters by subject area and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need an explanation shall not be placed on the Consent Agenda.

(2) The Consent Agenda shall be considered by the Commission only after the public has had an opportunity to comment on the items included. Should a Commission member need further discussion to occur on a Consent Agenda Item, he/she may request for the item to be pulled and discussed separately. Those items pulled shall be discussed immediately following the Consent Agenda approval with an opportunity for the public to comment before the City Commission takes action.

(j) Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Commission, be discussed and/or voted on by the City Commission at the time of such presentation, may be directed to the City Manager for action or resolution by the Commission or may be added to a subsequent meeting or workshop agenda if a member of the City Commission so specifically requests.

(k) Any member of the commission may request a Roll Call for any item. The commission must vote on the request for a Roll Call vote and if approved, the Roll Call votes

shall be called in the order of the commissioner making the motion followed by the commissioner making the second followed by the commissioners remaining in District order, followed by the Mayor voting last.

(l) Once a motion has been made, seconded, and voted upon, it is final, except that the Commission may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. Only a Commission member on the prevailing side of the vote can bring an item back for reconsideration at the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Commission member requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration shall take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine the sufficiency of notice to interested parties. To reconsider a final vote of the City Commission, a motion to reconsider shall be made by a member of the Commission that voted on the prevailing side. The City Commission shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

(m) A motion made by a Commission member to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.

(n) The City Commission of the City of Holly Hill is committed to maintaining civility in public and political discourse and encourages the public to do the same. All comments by members of the City Commission, advisory board members, City staff/consultants and/or the

public shall avoid the use of language that is obscene or is likely to produce imminent lawless action.

(o) Cell phone ringers shall be disabled while a meeting or workshop is in progress.

**Sec. 2-55. - Public Participation.**

The City of Holly Hill recognizes the statutorily created right of the public to be heard on propositions in front of City Commission as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines, and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

(a) General Rule

(1) Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Commission, subject to the rules, guidelines, and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Commission takes the official action.

(2) Public comments on agenda items shall be relevant to the agenda item. Public comments on non-agenda items shall be pertinent to the City or City business.

(3) Public participation is not required under the following circumstances:

(i) An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Commission to act;

(ii) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(iii) A meeting that is exempt from s. 286.011, Florida Statutes; or

(iv) A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

(b) Meeting Decorum and Conduct:

(1) Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.

(2) Prior to commenting, individuals are asked to clearly state their name and city of residence for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.

(3) All comments shall be directed to the presiding officer.

(4) Repetitive, redundant, or immaterial presentations or requests by the same presenter, may be limited, and shall not resume unless authorized by a majority vote of the City Commission.

(5) Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.

(6) Individuals attending a City Commission meeting may choose to either hold a sign or place a sign along the rear wall of Commission Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs access to or from Commission Chambers. Signs shall not be waived or lighted in any manner

that causes distraction to the Commission members or members of the audience during a City Commission meeting or workshop. Signs shall not be affixed to the walls or other surfaces within the meeting room.

(7) It is unlawful for any individual to willfully and maliciously interrupt or disturb a meeting of the City Commission. An interruption or disturbance includes but is not limited to speaking when not recognized by the presiding officer, making comments that are nor relevant to or related to the issue being discussed. Anyone who causes such a disturbance or interruption, after two (2) warnings have been given by the presiding officer, shall be ordered to leave the meeting and the building. If the individual refuses to leave, the presiding officer shall recess the meeting and direct the City Manager to request the individual be escorted out by a law enforcement officer and in either situation may not return during the same meeting.

(c) Procedures and Guidelines for Public Participation:

(1) Public Participation - Non-Agenda

(i) Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of City Commission.

(ii) If an item brought forward under Public Participation - Non Agenda requires a longer presentation by the presenter or shall require staff research of materials, the item may be scheduled for a future City Commission meeting under Public Participation - Agenda if a member of City Commission so specifically requests.

(2) Public Participation - Agenda

(i) The City Commission shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three (3) minutes to fully address.

A. Presentation by requestor

B. Questions of the requestor by City Commission

C. Presentation by City staff, if necessary

D. Questions of City staff by City Commission

E. Public comments, if any action is to be taken by City Commission.

F. Take action or provide direction, if necessary

(iii) The requester and City staff shall each be given 10 minutes to address the agenda item, unless extended by the majority vote of Commission. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk shall upload the presentation materials to the computer in Commission Chambers. If action is to be taken by City Commission, the public shall be afforded no more than three (3) minutes each to speak.

(d) Public Hearings, Regular Agenda, and Consent Agenda Items

(i) Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any, have completed their presentation; and before a decision has been made by City Commission.

(ii) Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Commission. Each member of the public shall have no more than three (3) minutes to be heard once recognized by the presiding officer.

(e) Submission of Petitions

(i) Petitions may be presented to the Commission during public participation at a meeting or by mailing or hand-delivering to the City Clerk.

(ii) If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three (3) minutes.

(iii) If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

**Sec. 2-56 - OPENING INVOCATION.**

It shall be the policy of the City Commission that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Commission and that the members of the City Commission and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Commission or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Commission respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

(a) After the Call to Order of all official meetings of the City Commission an Opening Invocation as described herein shall occur. The opening invocation shall occur and be completed during the opening, ceremonial portion of the City Commission meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Commission meeting. If the city commissioner or selected speaker is absent or unable to provide the invocation, the invocation shall consist of a brief moment of silence.

(b) A member of the public wishing to offer an innovation at an official meeting may contact the City Clerk two weeks in advance. The City Clerk shall notify the assigned

commission and request the commissioner yield their invocation to the guest.

(c) No member of the City Commission, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.

(d) No member of the City Commission, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Commission Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the

opening invocation. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

(e) The following statement shall be placed at the bottom of City Commission meeting agendas:

*Any invocation that is offered before the official start of the City Commission meeting shall be the voluntary offering of a member of the City Commission or a private person, to and for the benefit of the City Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City*

*Commission Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.*

**Sec. 2-57. - CITY BOARD, COMMITTEE, COMMISSION AND AGENDA APPOINTMENTS.**

All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:

(a) All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by a member of the City Commission. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting may be conducted by written ballot which shall include the name of the Commission member and the name of the nominee. Written ballots shall be read aloud into the record.

(b) Volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.

(c) Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

**Sec. 2-58 - CEREMONIAL GUIDELINES**

(a) *Certificates of Achievement* are ceremonial documents that recognize an individual's service or extraordinary achievement. They do not have any legislative value.

(b) Prepared on appropriate paper that includes a watermark of the City Seal in the

background, along with the *who* and *what* (the achievement) as supplied by the requestor and shall be signed by the Mayor.

(c) *Proclamations* are official City related announcements and/or public declarations issued by the Mayor. They are ceremonial in nature and do not have any legislative value. The Mayor is authorized to sign a request for a Proclamation at the Mayor discretion. A member of the public or City Commission may make a request for a Proclamation during a City Commission meeting.

(d) Proclamations will be prepared on 8 ½ x 11 paper, be enclosed in a certificate holder, and include the following:

(i) *Whereas* clauses providing information that basically describe the five W's (who, what, when, where, and why)

(ii) A *Now, Therefore Be It Resolved* clause proclaiming a specific event

(iii) An execution date representing the date the Mayor signed the document or the date of the event

(iv) Signature of the Mayor

(v) City Seal

(e) These ceremonial declarations are issued for the following reasons:

(i) Recognition of action or service above and beyond the call of duty,

(ii) Recognition of extraordinary achievement,

(iii) Supporting actions that improve the quality of life of the Holly Hill community, or

(iv) To raise public awareness of issues that directly affect the Holly Hill community.

(f) Request Process

(i) A request for a Proclamation or Certificate of Achievement should be submitted to the City Clerk's Office at least ten (10) business days prior to the event, along with a sample proclamation. Individuals/organizations are encouraged to submit their request as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requesters shall be advised when issuance cannot occur by the event date.

(g) The City Clerk, or his/her designee, shall initially review all requests for Proclamations and forward to the City Manager for final approval. The City Manager can seek concurrence from the Mayor if there are concerns.

(h) Receipt of Final Document

(i) Individuals/organizations have several options for receiving the finalized document with the approval of the Mayor.

A. Proclamation/Certificate can be picked up from the City Clerk's Office/City Hall.

B. Presentation can occur prior to the start of any City Commission meeting/workshop.

C. Presentation can occur at a regularly scheduled Commission meeting, which may require additional information for agenda purposes.

D. Presentation can occur at an event sponsored by the individual/organization subject to the availability of the Mayor or a City Commission member.

(ii) Coordination shall be handled by the City Clerk's Office.

**SECTION 2.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 3.** That all ordinances made in conflict with this Ordinance are hereby repealed.

**SECTION 4.** That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025 for second and final reading.**

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Ordinance**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Brian Walker**
**SUBJECT:** **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Repealing Chapter 2, Article III, Division III (Code Enforcement); Chapter 3 (Enforcement); and Chapter 26, Article III (Sanitary Nuisances); Adopting a New Chapter 3 (Code Enforcement/Nuisance Abatement) Consolidating All Code Enforcement and Nuisance Abatement Provisions into a Single Chapter and Amending the Code Enforcement and Nuisance Abatement Provisions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
**NUMBER:** **2025-O-3083**
**APPLICANT:** **Brian Walker**
**PLANNER:**

## TITLE

Consider adoption of an Ordinance of the City of Holly Hill, Florida, repealing Chapter 2, Article III, Division III (Code Enforcement); Chapter 3 (Enforcement); and Chapter 26, Article III (Sanitary Nuisances); adopting a new Chapter 3 (Enforcement) consolidating all code enforcement and nuisance abatement provisions into a single chapter and amending the code enforcement and nuisance abatement provisions.

## BACKGROUND

The process through which Code Officers do their job is outlined in the City's Code of Ordinances - particularly Chapter 2, Division 3, titled Code Enforcement, and Chapter 3, titled Enforcement. These chapters discuss definitions, the enforcement procedure, issuance of citations, and abatement, along with other topics related to the code enforcement process.

Chapter 26, Section 26-61 of the Code, titled Special items declared a nuisance, provides a list of items that are declared to be and constitute a nuisance. These include items such as the accumulation of trash and debris, storage of junk, improperly maintained septic tanks, as well as other types of nuisances.

While the general rules and framework which guide the code enforcement process have served the city for many years, it has become evident that a complete update is due. Much of the code concerning code enforcement was written in 1984 and 1997 with partial updates occurring in 2002, 2013 and 2023. The latest update in February of 2023 was to expand the ability of the city to abate the nuisances listed in Chapter 26, Section 26-61.

The purpose of the proposed Ordinance is to update the entire body of rules addressing code enforcement as follows:

1) All of the various code enforcement provisions in the Code have been consolidated into one section. This includes not only the code enforcement procedures but also the nuisance abatement procedures.

2) There has been a clear delineation made between the two code enforcement procedures in the code, those being a citation procedure, and the other being a notice of violation procedure. The citation procedure is for those codes designated as being ones whose violations can be enforced by citation. All other code violations will be handled through a notice of violation procedure.

3) Language has been added to the authority of the special master to authorize the city to enter property to correct violations for all corrective action except demolition of the structure or building, which remains the decision of the city commission.

4) Additional language about what constitutes a public nuisance has been added to include language received from the county regarding structures and a description of building/structures posing an imminent danger.

5) It has been clarified that the abatement process normally starts with code enforcement, but that if an emergency exists, such as a building/structure posing an imminent danger, city staff can go straight to the commission for a declaration of public nuisance and we have provided for reduced notice requirements of the public hearing in the emergency.

**STAFF RECOMMENDATION / MOTION**

Adopt an Ordinance of the City of Holly Hill, Florida, repealing Chapter 2, Article III, Division III (Code Enforcement); Chapter 3 (Enforcement); and Chapter 26, Article III (Sanitary Nuisances); adopting a new Chapter 3 (Enforcement) consolidating all code enforcement and nuisance abatement provisions into a single chapter and amending the code enforcement and nuisance abatement provisions.

# Ordinance No. 2025-3083

## FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING CHAPTER 2, ARTICLE III, DIVISION III (CODE ENFORCEMENT); CHAPTER 3 (ENFORCEMENT); AND CHAPTER 26, ARTICLE III (SANITARY NUISANCES); ADOPTING A NEW CHAPTER 3 (CODE ENFORCEMENT/NUISANCE ABATEMENT) CONSOLIDATING ALL CODE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS INTO A SINGLE CHAPTER AND AMENDING THE CODE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA REPEALING CHAPTER 2, ARTICLE III, DIVISION III (CODE ENFORCEMENT); CHAPTER 3 (ENFORCEMENT); AND CHAPTER 26, ARTICLE III (SANITARY NUISANCES); ADOPTING A NEW CHAPTER 3 (CODE ENFORCEMENT/NUISANCE ABATEMENT) CONSOLIDATING ALL CODE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS INTO A SINGLE CHAPTER AND AMENDING THE CODE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City's code enforcement process, including nuisance abatement, are in different provisions of the City's Code of Ordinances; and

**WHEREAS,** the City Commission believes that consolidating the current code enforcement provisions into a single chapter is in the City's best interest; and

**WHEREAS,** due to recent code enforcement issues, the City Commission wanted to review and update the City's Code Enforcement procedures.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION**

**OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The City Commission of the City of Holly Hill hereby repeals Chapter 2, Article III, Division III (Code Enforcement); Chapter 3 (Enforcement); and Chapter 26, Article III (Sanitary Nuisances) and adopts a new Chapter 3 (Code Enforcements/Nuisance Abatement) to read as follows:

# CHAPTER 3 - CODE ENFORCEMENT/NUISANCE ABATEMENT

The following provisions shall be administrative options to the city for the enforcement of code violations and abatement of public nuisances. The city can use one or more of the below outlined enforcement provisions at the same time to remedy issues with the same property. The enforcement provisions below shall be in addition to any and all other enforcement procedures allowed under State law, such as nuisance abatement in Florida Statute Chapter 60.

## Division I - Code Enfoncement

### Sec. 3-100. - Définitions.

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

*city* means City of Holly Hill, Florida.

*city attorney* means the city attorney or any assistant city attorney of the city.

*Code* means the Code of Ordinances, the Land Development Code, and all other ordinances of the City of Holly Hill.

*Code enforcement officer* shall mean the city manager, assistant city manager, chief building official, code enforcement supervisor, code enforcement officer, fire safety inspector,

director of public works, law enforcement officer and any other person designated in writing by the city manager.

*Law enforcement officer* shall mean any person who is elected, appointed, or employed full-time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of penal, criminal, traffic, or highway laws of the state.

*Person* means any natural person, corporation, partnership, or other entity.

*Repeat violation* means a violation of a provision of a code by a person who has previously been found to have violated by order of the special master the same provision within five years prior to the violation.

**Sec. 3-101. - Declaration of legislative intent.**

(a) It is the intent of this division to promote, protect, and improve the health, safety and welfare of the citizens of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing the various codes of the city.

(b) Further, the provisions of this division are intended to provide an additional and supplemental means of enforcing the various codes of the city, and nothing contained herein shall prohibit the city from enforcing its codes by any other means, specifically including F.S. ch. 162, pts. I and II and F.S. ch. 60.

**Sec. 3-102. - Special masters.**

(a) The city hereby establishes a special master code enforcement system for the enforcement of its various codes. In order to avoid any potential conflict of interest, it is

preferable for a special master not be a resident of the city, own real property in the city or own a business with a location in the city. This requirement can be waived by the city commission. Special masters shall be active or retired lawyers. One or more special masters shall be appointed by the city commission based upon the joint recommendation of the city attorney and city manager. Special masters shall serve at the pleasure of the city commission and may be removed at any time with or without cause by the city commission. Special masters shall receive compensation for their services as approved by the city commission.

(b) A special master shall have the power to:

(1) Adopt rules for the conduct of hearings.

(2) To hold hearings and assess fines against violators of the various codes of the city.

(3) Subpoena alleged violators and witnesses to the hearings. Subpoenas may be served by any law enforcement officer of the city or as otherwise permitted by law.

(4) Subpoena evidence to the hearings.

(5) Take testimony under oath.

(6) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance with city codes, including authorizing the city to enter the property to remedy the violation(s), such as removal of debris/trash/personal property stored in violation of city codes. However, any orders that require that city to spend money or directs city employees to perform work, i.e. removal of debris/trash/ personal property from the property or repair of a structure on the property, must be approved by the city manager.

**Sec. 3-103. - Enforcement procedure.**

(a) It shall be the duty of code enforcement officers to investigate allegations of violations of city codes and to initiate enforcement proceedings relative hereto. Special masters shall not have any independent authority to conduct their own investigation of such complaints or to initiate enforcement proceedings.

(b) A code enforcement officer is authorized to issue a civil citation or notice of violation to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed q code violation, or allowed a violation of city code to be committed or occurring on property owned by them.

(c) The city shall primarily utilize two code enforcement procedures. One procedure shall be the citation procedure which will be utilized for code violations selected by the city commission as outlined below under CITATION PROCEDURE. All other code violations shall be enforced as outlined below under NOTICE OF VIOLATION PROCEDURE. Below are the details of each procedure:

**CITATION PROCEDURE**

(1) The city commission shall adopt a resolution classifying those codes to be enforced by citation and establishing and periodically revise a schedule of fines to be assessed for violations and repeat violations of said codes. In setting and revising the schedule of fines, the city commission shall classify violations by seriousness and magnitude and take into consideration the extent and nature of the violation, whether the violation is isolated and temporary or repetitive and continuous, the city's cost of investigating and correcting the violation, and other relevant factors.

(2) Prior to issuing an initial citation, a code enforcement officer shall (i) provide notice to the person in possession and property owner, if different, that a violation of a code has been committed or is occurring, and (ii) establish a reasonable time within which the person and property owner must correct the violation. If the person receiving a citation has received a citation for the same violation within 12 months of the current violation, notice shall not be required prior to issuing the citation. If, upon personal investigation, a code enforcement officer finds that the person and property owner has not corrected the violation within the given time, a code enforcement officer may issue a civil citation to the person and property owner who has committed the violation or is allowing the violation to occur.

(3) A civil citation issued by a code enforcement officer shall be in the form prescribed by the city and shall contain:

(i) The date and time of issuance.

(ii) The name and address of the person to whom the citation is issued.

(iii) The date and time the violation was first observed.

(iv) The facts constituting reasonable cause that a violation exists.

(v) The section of the code that has been violated and a description of the nature of the violation.

(vi) The necessary corrective action and the date the corrective action shall be completed.

(vii) The fine amount and the date to be paid.

(viii) In the event the violation is not corrected by the due date and the fine

paid, the case shall be referred to the special master.

(ix) In the event the issue is referred to the special master, a maximum per day fine of $250 per day for each violation or $500 repeat violation may be levied by the special master if found in violation. That the special master has the authority to levy the per day fine starting on the date the citation was issued through the date the violation is corrected or from the day the violation was first observed by the code enforcement officer for repeat violations.

(x) The name, work phone number and work address of the code enforcement officer and a statement that it is the responsibility of the person to contact the city for an inspection when the violation is corrected. The violation will be deemed to be in existence until the code enforcement officer determines that the violation has been corrected.

(xi) The date, time and place the special master hearing will be conducted, if necessary.

(xii) A conspicuous statement that if the person fails to correct the violation and pay the civil penalty or to appear at the special master hearing to contest the violation, the person shall be deemed to have admitted that the violation exists.

(4) Cases in which a violator has been issued a citation, but who has failed to pay the fine and correct the code violation for which the citation was originally issued, may be brought before the special master. The special master shall have the right to levy additional fines for each day the violation was in existence beginning with the date of the citation through the date the code enforcement officer confirms compliance. The maximum fine shall be $250 per day for first time violations and $500 per day for repeat violations. It is the responsibility of the violator to notify the city that the violation has been corrected. The violation will be deemed to

have continued until the code enforcement officer has determined that the violation has been corrected.

**NOTICE OF VIOLATION PROCEDURE**

(1) Any violation of a code that is not enforced by the citation procedure above shall be enforced under the below notice of violation procedure, unless other lawful enforcement procedures are pursued.

(2) Upon observing a code violation(s), the code enforcement officer shall issue a notice of violation, the contents of which are outlined below, which shall include a reasonable time to correct the violation. However, if the violation is a repeat violation, time to correct the violation shall not be required. If, upon personal investigation, a code enforcement officer finds that the person or property owner has not corrected the violation within the required time period, a code enforcement officer may refer the item to the special master for a hearing and action.

(3) A notice of violation issued by a code enforcement officer shall be in the form prescribed by the city and shall contain:

(i) The date and time of issuance.

(ii) The name and address of the person to whom the citation is issued.

(iii) The date and time the violation was first observed.

(iv) The facts constituting reasonable cause that a violations exists.

(v) The section(s) of the code that has been violated and a description of the nature of the violation.

(vi) The necessary corrective action and the date the corrective action shall be completed.

(vii)In the event the issue is referred to the special master, a maximum per day fine of $250 per day for each violation or $500 repeat violation may be levied by the special master if found in violation. That the special master has the authority to levy the per day fine from the date the order of the special master is not complied with or from the day the violation was first observed by the code enforcement officer for repeat violations.

(viii) The name, work phone number and work address of the code enforcement officer. A conspicuous statement that it is the responsibility of the person to contact the city for an inspection when the violation is corrected. The violation will be deemed to be in existence until the code enforcement officer determines that the violation has been corrected.

(ix) The date, time and place the special master hearing will be conducted, if necessary.

(x) A conspicuous statement that if the person fails to correct the violation by the time allowed by the code enforcement officer and fails to appear at the special master hearing to contest the violation, the person shall be deemed to have admitted that the violation exists.

(d) A civil citation or notice of violation issued by a code enforcement officer shall be served as consistent with Section 3-107 below. The refusal of a person to sign the civil citation or notice of violation shall not affect the validity of the citation. However, any person who willfully refuses to sign and accept a civil citation or notice of violation issued by any code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. §§

775.082 or 775.083. The civil citation or notice of violation shall contain all elements listed in this section.

(e) If a repeat violation is found or if a code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible, or that the violator is engaged in a violation of an itinerant or transient nature within the jurisdiction while moving from place to place, or occurs under a special event permit, code enforcement officer does not have to provide the person or property owner with a reasonable time period to correct the violation or abate the nuisance and may immediately issue a civil citation or notice of violation.

However, a "fire safety inspector" as that term is defined in F.S. § 633.052, shall provide a violator a minimum time of 45 days to correct the violation, except for major structural changes, which may be corrected within an extended adequate period of time. A life safety code violation as per National Fire Prevention Codes may be ordered to comply in less than 45 days. In the event the violation continues to exist beyond the time specified for correction, a police officer or code enforcement officer shall issue a citation or notice of violation to the violator in accordance with the requirements of this section.

(f) If repeat violation(s) are found, the code enforcement officer shall notify the violator and advise him or her of the nature of the repeat violation, but is not required to provide that person a reasonable period of time to correct the repeat violation. The code enforcement officer may, upon notifying the violator of a repeat violation, issue a civil citation or a notice of violation to the violator in accordance with the provisions of this section. The case may be presented to the special master even if the fine for the repeat violation has been paid and the repeat violation corrected prior to the hearing. The special master shall have the authority to levy

a per day fine beginning the date that the violation was first observed by the code enforcement officer.

(g) After issuing a citation or notice of violation to an alleged violator, the code enforcement officer shall deposit the original citation or notice of violation in a file for the special master, and shall deposit one copy thereof with the city's finance director.

(h) All fines imposed by civil citation or notice of violation procedure pursuant to this article shall be paid through the city's finance department and shall be paid by cash, check or other manners acceptable to the city, with coins only being accepted for any amounts which may require change to pay the exact amount.

(i) The provisions of this section are an additional and supplemental means of enforcing a code. Nothing contained in this section shall prohibit the city or special master from enforcing a code by any other means authorized by ordinance or statute.

**Sec. 3-105. - Conduct of hearing.**

(a) Special master hearings should be held once a month, but may be held more or less often as the demand necessitates. Minutes shall be kept of all special master hearings and all such hearings shall be open to the public. The city manager or designee shall provide clerical and administrative personnel as may be reasonably required for the proper performance of his or her duties. At any hearing, a special master may continue any matter to a future hearing date.

(b) Each case before a special master shall be presented by a code enforcement officer, a member of the city's administrative staff, or the city attorney, any assistant city attorney, or any special counsel. The city attorney may present the case before the special master or serve as council to the special master, but cannot perform both functions on a single case. If the city

prevails in prosecuting a case before a special master, it shall be entitled to recover all costs incurred in prosecuting the said case and such costs may be added to the fine and become part of any lien authorized under section 3-106.

(c) A special master shall proceed to hear the cases on the agenda for the respective hearing. All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, however, fundamental due process shall be observed and shall govern all proceedings. Both the city and the alleged violator shall have the right to subpoena witnesses to testify at the hearing.

(d) A special master shall advise the alleged violator of the section of the code of which he or she is accused of violating and the nature of the violation. A special master shall first seek to determine whether the alleged violator admits the violation. If the alleged violator admits the violation, the special master shall hear such testimony and evidence as he or she deems necessary to determine the extent of the violation and appropriate fine amount. If the alleged violator denies the violation, the special master shall hear first from the city and any city witnesses and evidence, and the alleged violator shall have the right to cross-examine city witnesses. At the close of the presentation of the city's case against the alleged violator, the violator shall be permitted to present evidence, testimony of other witnesses and own testimony in defense. The city shall have the right to cross-examine the alleged violator and witnesses. The city shall have the burden of proving the violation by a preponderance of the evidence.

(e) At the conclusion of the hearing, the special master shall issue findings of fact, conclusions of law and order imposing fine based on the evidence of record, and shall issue an order affording the proper relief consistent with the powers granted herein. If the special master finds the person in violation, the special master shall establish a per day fine amount that may

begin accruing on the date the citation was issued and shall continue accruing until the violation is corrected. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns of said real property. Upon compliance and payment of the fine, the city shall record an order acknowledging compliance of the code violation and satisfaction of the fine. A hearing is not required for the issuance of such an order acknowledging compliance.

**Sec. 3-106. - Administrative fines and liens.**

(a) *Amount of fine.* A special master may impose a fine up to the maximum amount described in this subparagraph as provided below:

(1) A fine imposed pursuant to this section shall not exceed $250.00 per day for the first violation and shall not exceed $500.00 per day for a repeat violation; and, in addition thereto, may include all costs incurred by the city in prosecuting the case including city attorney fees and cost of repairs ordered by the special master. However, if a special master finds the violation to be irreparable or irreversible in nature, he or she may impose a fine not to exceed $5,000.00 per violation.

(2) In determining the amount of the fine, if any, a special master shall consider the following factors:

(i) The gravity of the violation;

(ii) Any actions taken by the violator to correct the violation; and

(iii) Any previous violations committed by the violator.

(3) Each day a violation exists shall constitute a separate violation for the purpose of assessing such fine.

(b) *Reduction of fine.* If the violation has been brought into compliance, a special master may reduce any fine imposed pursuant to this article upon the request of the person found in violation who will receive notice of the date and time of the hearing to consider the request. The City Commission shall also have the right to reduce the fines imposed.

(c) *Lien for unpaid fine.* A certified copy of the findings of fact, conclusions of law and order imposing fine may be recorded in the public records of the county and shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the real and personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A lien arising from a fine imposed pursuant to this section runs in favor of the city and the city manager may authorize the execution of a satisfaction and release of lien entered pursuant to this article. No lien created pursuant to the provisions of this section may be collected on real property that is a homestead under Section 4, Article X of the Florida Constitution. Once the lien is recorded in public records, the lien shall accumulate interest at the same rate as a judgment. The City may also collect expenses incurred in correcting the violation such as mowing, debris removal, structure demolition, etc., as an assessment pursuant to chapter 30 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH30FI> (finance), article IV (special assessment). In addition to the above, the city may collect the lien, including all costs incurred, by any other legal means.

**Sec. 3-107. - Notices.**

(a) All notices required by this article shall be provided to the alleged violator by certified mail, return receipt requested to the address listed in the tax assessor’s office for tax notices, or by hand delivery by the sheriff or other law enforcement officer, or code enforcement officer, or by leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice. In the case of commercial property, the notice may be provided to the manager or other person in charge. Further, in the event notice is provided by certified mail, return receipt requested, and

acceptance of such notice is refused or is returned to the city, and additional notice is provided using the same address by regular U.S. mail delivery and said additional notice is not returned to the city, a rebuttable presumption shall arise that the violator has received notice of the violation.

(b) In addition to providing notice as set forth in subsection (a) notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

(2) In lieu of publication as described in subsection (b)(1), such notice may be posted for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at city hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a). Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), together with proof of publication or posting as provided in subsection (b), shall be sufficient to show that the notice requirements of this article have been met, without regard to whether or not the alleged violator actually received such notice.

(c) The provisions of this section shall not apply to the enforcement, pursuant to F.S.

§§ 553.79 and 553.80, as amended from time to time, of the building codes adopted pursuant to F.S. § 553.73, as they apply to construction, provided that a building permit is either not required or has been issued. For purposes of this section, "building codes" means only those codes adopted pursuant to F.S. § 553.73.

**Sec. 3-108. - Appeals.**

Except as otherwise provided herein, an aggrieved party, including the city, may appeal a final administrative order of a special master by certiorari to the circuit court of the county. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. An appeal shall be filed within 30 days of the execution of the order to be appealed. The foregoing notwithstanding, appeals from dangerous dog determinations by the special master shall be governed by section 10-8 of this Code.

**Sec. 3-109. - Duration of lien.**

No lien provided by this article shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to collect the lien is commenced in a court of competent jurisdiction. In an action to collect a lien, the city is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the collection action. The city shall be entitled to collect all costs incurred in recording and satisfying a valid lien.

**Division II - Nuisance Abatement Non-Statutory Process.**

**Sec. 3-200. - Special items declared a nuisance.**

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby

declared to be and constitute a nuisance:

(a) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches;

(b) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature, including drug paraphernalia, including needles, and evidence of living outside or inside without proper utilities and proper disposal of sanitary sewage;

(c) Any condition which provides harborage for rats, mice, snakes and other vermin;

(d) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

(e) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

(f) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

(g) The carcasses of animals or fowl not disposed of within a reasonable time after death;

(h) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery wastes, industrial wastes or other substances;

(i) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained, including but not limited to;

(1) There is an unusual sagging or leaning out of plumb of the building or structure or any parts of the building or structure and such effect is caused by deterioration or over-stressing to such an extent that there is a reasonable likelihood that the walls or other structural members may fall or give way.

(2) The building or structure has improperly distributed loads upon the floors or roofs, or the same are overloaded or have insufficient strength to be reasonably safe for the purpose used.

(3) The building or structure has been damaged or destroyed by fire, wind, or other causes and has become dangerous to life, safety, or the general health and welfare of people within or nearby the building or structure.

(4) The building or structure is so dilapidated, decayed, unsafe, unsanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation or occupancy, or is likely to cause sickness or disease, so as to injure the health, safety or general welfare.

(5) The building or structure has parts that are so attached that there is a reasonable likelihood they may fall and injure members of the public or property in general.

(6) The building or structure is vacant and not sufficiently secured to prevent easy

access to trespassers and vagrants, or is otherwise untended or unkempt to the extent that it poses a general health or safety hazard for neighboring people or property.

(7) The electrical, mechanical or plumbing installations or systems create a hazardous condition contrary to the standards of the Florida Building Code.

(8) An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.

A building or structure poses imminent danger when:

(1) Unsound conditions of a structure, building system or portion thereof are likely to cause illness or physical injury to a person entering or occupying the structure;

(2) Structurally unsound conditions will likely cause a portion of the building or structure to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person or property nearby; or

(3) The condition of the property is such that it harbors or is inhabited by pests, vermin or organisms injurious to human health, the presence of which constitutes an immediate hazard to persons in the vicinity.

(4) A vacant structure that is unsecure and there is evidence of vagrants or squatters residing on the property without public utilities serving the property, including evidence of human waste: accumulation of garbage/debris evidencing residing on the property such as fresh food wrapping; the use of fire for light, heat, etc.

(j) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

(k) The storage or accumulation of junk in any area zoned for residential use;

(l) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by section 70-173 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH70UT_ARTVSESEDI_DIV2CO_S70-173COARSESE>;

(m) Improperly built or maintained septic tanks, water closets, or privies;

(n) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused;

(o) Any method for disposing of the contents of any septic tank, dry well, raw sewage, grease or similar material which has not been approved by the county health department or state department of health and rehabilitative services;

(p) Improper maintenance or operation of any vehicle designed or used for the transportation or disposal of the contents of any septic tank, dry well, raw sewage, grease, or similar material, which may threaten or impair the health or lives of any individual, or by which or through which, directly or indirectly, disease may be caused.

(q) Vehicles and other equipment parked or stored in violation of the city regulations or ordinances, including, but not limited to chapter 114 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH114ZO>, divisions 6 and 7.

(r) Any other condition that constitutes a public nuisance as a threat to the public's health, safety and welfare as defined and determined under the law.

**Sec. 3-201. - Prohibited.**

It shall be unlawful for any person to create a nuisance, or suffer or permit a nuisance to exist, upon property which is under his care, custody or control.

**Sec. 3-202. - General provision.**

(a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this Chapter. The city shall initially attempt corrective action through code enforcement action outlined above.

(b) The city shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 3-200 above pursuant to the following procedure:

(1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a code, such city official shall initially pursue code enforcement pursuant Division 1 above, unless an emergency condition, such as a building or structure poses an imminent danger, justifies other lawful response. The city official can request the special master authorize the city to enter the property for the removal or correction of any public nuisance other than the demolition of a structure, which shall be abated as set forth in Section 3-203 below. If the condition poses an emergency condition, in addition to any other remedy allowed under the law to remedy the emergency condition, the city may go directly to the city commission.

(2) If the property owner fails to correct the violation(s) pursuant to the order issued pursuant to Division 1 above and the nuisance condition still exists, the city official may pursue abatement pursuant to section 3-2 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH3EN_S3-2ABNUDE>03 below.

(3) The term "property owner" as used in this section for purpose of issuance of a citation or notice of violation shall mean the owner for owner-occupied structures and vacant land and the owner and tenant for rental properties. The intent is to provide the notice to the owner of the subject premises and the individual in possession and control of the subject premises if not the owner. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required herein, shall be given to the same party receiving the notice of violation, and to the owner of the property removed.

**Sec. 3-203. - Abatement of nuisance by removal or demolition.**

The city shall have the right to abate a nuisance by removing or correcting the condition(s) constituting a nuisance, such as demolishing the structure or other property constituting such nuisance, removing junk, garbage and debris, and any other condition constituting a nuisance under section 3-200 above pursuant to the following procedure:

(a) The city official shall provide a written notice to the property owner and tenant setting forth the following:

(1) The violation(s) that exist on the premises and a cite to the code section(s) that are in violation;

(2) The corrective action to be taken;

(3) A reasonable time for the corrective action to be performed; and

(4) That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property and correcting any other conditions constituting a nuisance.

(b) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in section 3-203(a) above, to such lien holder(s).

(c) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure or the removal of any conditions that constitutes a nuisance under section 3-200. If the city commission determines a nuisance exists, the city commission shall determine a reasonable time for the property owner to eliminate the nuisance(s) and if not eliminated within the allowed time, authorize the city to enter the subject property and abate the nuisance(s). The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(d) Once property is removed at the direction of the city, the property shall become the responsibility of the company removing the property. The property shall be disposed of by the company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.

**Sec. 3-204. - Notice requirements.**

All notices required by this division shall be provided to the required party in one of the following methods:

(a) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(b) By hand delivery by the code inspector, by a city police officer or other person designated by the city;

(c) By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

(d) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;

(e) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (1) and (2), above, together with proof of publication or posting as provided in subsections (3) and (4), above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such

notice.

(f) In the event of an emergency, the city shall provide the notice required in (d) above with as much advance notice as reasonably possible, but the hearing may proceed if the posting is less than 10 days and without a title search and notice to creditors required above.

**Sec. 3-205 - Lien for cost and collection.**

All costs incurred by the city in abating the nuisance (including cost of remedying the code violation(s) or public nuisance(s), all administrative, legal, posting and publication expenses, as well as other direct or indirect costs associated therewith) may be recorded as a lien on the subject property and to the extent permitted, may be collected as an assessment pursuant to chapter 30 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH30FI> (finance), article IV (special assessment). In addition to the above, the city may collect the costs incurred by any other legal means.

**Division III - Section 893.138, Florida Statutes. Local administrative action to abate certain activities declared public nuisances.**

**Sec. 3-300. - Nuisance abatement.**

It is the intent of this division to promote, protect, and improve the health, safety, and welfare of the citizens of the city by authorizing the special master with authority to impose administrative fines and other noncriminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of enforcing city circumstances when a pending or repeated violation continues to exist. The city hereby authorizes and delegates to the special master the right to enforce all of the city's powers, rights, duties and obligations as set forth in F.S. § 893.138, as amended. The city hereby adopts and incorporates all of F.S. § 893.138, as amended, as if specifically set forth herein.

**Sec. 3-301. - Fines.**

The special master shall have the authority to levy fines in the same manner as set forth

in section <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIIIBOCOCO_DIV3COEN_S2-122ADFILI>3-106 above. In addition to the fines set forth above, the special master shall award to the city the reasonable fees and costs associated with the investigation of and hearing on the public nuisance, including all attorney fees incurred.

**Sec. 3-302. - Continuing jurisdiction.**

The special master shall retain continuing jurisdiction for a period of one year over any place or premises that has been or is declared to be a public nuisance.

**Sec. 2-303. - Recording of orders.**

Orders of the special master on public nuisances shall be recorded in the public records to provide notice to subsequent purchases, successors in interest, or assigns of the real property that is subject to the order. Recorded orders shall become a lien against the real property that is the subject of the order and may be collected as provided by law. The city shall be entitled to reimbursement of all costs, including reasonable attorney fees, associated with the recording of the order and foreclosures.

**SECTION 2.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 3.** That all ordinances made in conflict with this Ordinance are hereby repealed.

**SECTION 4.** That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025**

**for first reading.**

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

| | |
|---|---|
| **MEETING DATE:** | **February 25, 2025** |
| **FROM:** | **Brian Walker** |
| **SUBJECT:** | **Shared Use and Maintenance Agreement for Stormwater Facilities** |
| **NUMBER:** | **(ID # 4793)** |
| **APPLICANT:** | **Cobb Cole** |
| **PLANNER:** | **Brian Walker** |

## ANASTASIA COURT PROJECT

The townhouse project for Anastasia Court has some unique aspects which must be approved prior to final consideration of the rezoning request. To satisfy the City's development regulations for the rezoning, the developer has proposed to expand and improve the City's adjacent stormwater retention pond to accommodate the increase of stormwater from the project and has proposed to use the stormwater pond area towards satisfying the City's open space requirement. The use of a retention pond to satisfy open space is permissible under the City's Code, but the uniqueness of this request is that it is the City's retention pond that is being requested to be used to satisfy the open space requirement, not a retention pond on the developer's property.

To compensate the City for the use of the City's property, the developer and City have agreed that the developer (and subsequent homeowners and homeowners' association) will assume all aesthetic maintenance of the area surrounding the retention pond. The City wanted to retain the maintenance of the functional aspect of the retention pond. The City staff evaluated the best way to ensure that this aesthetic maintenance is performed annually indefinitely in the future. It was ultimately determined that the best option would be for the City to adopt and levy an assessment on the parcels created by the project to annually collect sufficient revenue to pay for the aesthetic maintenance of the retention pond area. The City will contract with the HOA to perform that aesthetic maintenance.

To accomplish the above there are items that need to be adopted before the rezoning is considered which are the following:

1) **Shared Use and Maintenance Agreement For Stormwater Facilities** - This is the first document that should be considered as this Agreement outlines the terms and conditions of the arrangement between the City and developer, including the developer utilizing the City stormwater retention pond to satisfy the City's development requirements and the consideration the City receives for this allowed use. If this Agreement is not approved, the remaining items should not be considered by the Commission.

2) **Resolution of Intent to Use Non-ad Valorum Assessment Collection Method** - This should

be the second item considered after the Agreement in (1) above is approved. This Resolution is being proposed pursuant to Florida Statute Section 197.3632. By adopting this Resolution, the City can use the annual tax bill to collect the referenced assessment. The law requires the City provide a notice once a week for four consecutive weeks before the adoption of the Resolution, which has occurred. Also to be able to place the assessment on the 2025 ad valorem tax bill, this Resolution must be adopted before January 1, 2025, but the Property Appraiser can extend this time until March 1, 2025, which has occurred. If the City does not adopt this Resolution before March 1, 2025, then this assessment cannot be collected on the 2025 ad valorem tax bill. The 2026 ad valorem tax bill will be the first time it can be utilized to collect the assessment, which means the City will not collect any revenue until the 2026 ad valorem tax bills are paid. Also, just because the City adopts this Resolution does not require the City to levy the assessment on the ad valorem tax bill. The adoption of the Resolution only provides the City the option and authority to use the ad valorem tax bill to collect the assessment.

In summary, item (1) is necessary to proceed with second reading of the rezoning ordinance as the City must agree to the utilization of the City's property for the development. Item (2) is time sensitive in that it must be adopted by a certain date to use the non-ad valorem assessment method for the collection of the assessment on the ad valorem tax bill this year. If the Commission approves items (1) and (2) above, the City Commission would next consider the second and final reading of the rezoning ordinance.

After the adoption of the rezoning ordinance, the Commission will next consider a resolution establishing the assessment for the cost of the aesthetic maintenance. This will be proposed for adoption when the City is ready to start levying the assessment, which will be when the subdivision plat is approved. Lastly the City will enter into an agreement with the HOA to perform the aesthetic maintenance.

- Shared use and maintenance CBR CLEAN (PDF)
- Shared use and maintenance CBR with COMMENTS (PDF)
- Survey (PDF)
- Aerial (PDF)
- Preliminary Development Plan (PDF)
- Legal Description of Pond Parcel (PDF)

# SHARED USE AND MAINTENANCE AGREEMENT FOR STORMWATER FACILITIES

**THIS SHARED USE AND MAINTENANCE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into on this ___ day of _____, 202__, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave., Holly Hill, Florida 32117 (hereinafter referred to as the "City"), and RON & LEE, LLC, a limited liability company, with a mailing address of 3 Sweetmeadow Court, Ormond Beach, FL 32174 (hereinafter referred to as the "Owner" or "Owner/Developer") (hereinafter referred to individually as "Party" and collectively as the "Parties").

## WITNESSETH:

**WHEREAS,** the Owner warrants that it holds legal title to the lands located in Volusia County, Florida and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit A**, Legal Description for the Subject Property (the "Subject Property"), attached hereto and by this reference made a part hereof; and

**WHEREAS,** the Owner/Developer has clear title of the Subject Property and intends to develop such property as a townhome residential project (the "Project"); and

**WHEREAS,** the City owns, controls and maintains a stormwater pond located to the north of the Subject Property (the "Stormwater Pond") and has allowed the Owner/Developer to use the Stormwater Pond for stormwater drainage and management for the Project; and

**WHEREAS,** this Agreement is contingent upon the City establishing a special assessment area including the Subject Property and the City's imposition of a non-ad valorem special assessment against the Subject Property to fund the costs of annual maintenance of the Stormwater Pond area (the "Special Assessment"); and

**WHEREAS,** the Parties desire to cooperate in the provision of stormwater facilities to support the Project; and

**WHEREAS,** this Agreement serves as the shared use and maintenance agreement for the Owner/Developer to use and maintain the Stormwater Pond, as further detailed herein.

**NOW, THEREFORE,** in consideration of the premises and of the covenants and undertakings expressed here, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein by this reference.

**Section 2. Owner/Developer Use of Stormwater Pond Property.** The City grants the Owner/Developer the right to use the parcel of land the Stormwater Pond is located on, and the

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

pond areas within such parcel, as part of the open space associated with development of the Subject Property.

**Section 3. Owner/Developer Maintenance Responsibilities.**

(a) The Owner/Developer shall be responsible for the aesthetic maintenance of the Stormwater Pond, inclusive of both the parcel of land the pond is located on, and the pond areas within such parcel, as further illustrated on **Exhibit B**, attached hereto (the "Maintenance Area").

(b) The activities required of the Owner/Developer for aesthetic maintenance of the Maintenance Area shall include the following (collectively, the "Pond Maintenance Services"):

a. Mow, trim and edge the Stormwater Pond site once a week during the wet season and once every two weeks during the dry season.
b. Perform irrigation maintenance, which will be completed every six months after installation.
c. Tree trimming annual maintenance.
d. Replenish mulch annually and perform shrub maintenance on as needed bases.
e. Repair and restore irrigation if damaged by Pond Maintenance Services.
f. Chemical weed and invasive species control of the Stormwater Pond.
g. Repair any landscaping and grass that is impacted during the functional maintenance of the Stormwater Pond.

(c) The City shall have the sole discretion to determine whether a maintenance, repair or replacement is aesthetic or functional. If at any time while the terms of this Agreement are in effect it shall come to the attention of the City that the Owner/Developer's responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this Agreement, the City Manager or designee may, at his/her sole discretion, issue a written notice to the Owner/Developer to place the Owner/Developer on notice thereof. Thereafter, the Owner/Developer shall have a period of (30) thirty calendar days within which to correct the cited deficiency or deficiencies.

a. In the event of a major deficiency or deficiencies, the Owner/Developer shall have a more stringent period of (10) ten calendar days within which to correct the cited deficiency or deficiencies. For purposes of this Agreement, "major deficiencies" include but are not limited to substantial structural damage, equipment failures, or any condition that poses an immediate risk to environmental compliance or public safety. If said deficiency or deficiencies are not corrected within these time periods the City may at its option perform the maintenance obligation declared deficient using either the City's or a contractor's material, equipment and personnel. The actual cost for such work (i) will be the responsibility of the Owner/Developer upon Owner/Developer's receipt of an invoice together with supporting documentation sent by the City for actual costs incurred by the City to perform such work; and (ii) may be collected the City

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

through any legally available means, including but not limited to a non-ad valorem special assessment imposed against the Subject Property. Such assessment may be in addition to the Special Assessments or any other special assessment imposed by the City against the Subject Property.

**Section 4. Owner/ Developer Cost Responsibilities.** The Owner/Developer shall be responsible for all costs associated with site development work on the Stormwater Pond as it relates to the Project.

**Section 5. Special Assessment.** Following adoption by the City, the Special Assessment shall commence after approval of the proposed subdivision plans for the Project by the appropriate government body, and prior to recordation of a subdivision plat, Owner/Developer shall provide a maintenance bond, equal to 110% of the estimated maintenance costs under Section 3 of this Agreement, which shall remain in place for one year following plat recording. Prior to the first implementation of the Special Assessment, the Owner/Developer responsibilities outlined in Section 3 of this Agreement shall be the sole cost and responsibility of Owner/Developer. Payment of the Special Assessment shall be a prerequisite for a certificate of occupancy for any newly constructed or developed property within the Subject Property. Following the issuance of a certificate of occupancy, the Owner/Developer responsibilities outlined in Section 3 herein shall transfer to the respective property owners ("Individual Property Owners"), and may be contracted to the Homeowners association ("HOA") upon its establishment to complete the responsibilities set forth herein. The City will direct the Special Assessment funds to the HOA to facilitate the completion of the maintenance work outlined herein. Both the Individual Property Owners and the HOA shall adhere to the maintenance standards established in the Rezoning Agreement.

**Section 6. Indemnity.** The Owner/Developer agrees and acknowledges that no part of this Agreement shall cause additional costs to the City and that all costs associated with the provision of the Pond Maintenance Services shall be paid for by the Owner/Developer including any successors and assigns. By execution hereof, the Owner/Developer expressly acknowledges that any costs associated with the provision of Pond Maintenance Services, whether incurred before or after the imposition of the Special Assessments by the City, may be recovered by the City through any legally available means, including but not limited to a non-ad valorem special assessment imposed against the Subject Property. The Owner/Developer shall, to the extent and limits authorized by controlling law, indemnify, hold harmless and defend the City from and against all liability and expense, including reasonable attorney's fees and costs, with respect to any and all claims whatsoever for personal injuries or property damage, including loss of use, incurred by the City arising from any negligent or deliberate acts or omissions of the Owner/Developer or its assigns, contractors, employees, officers or agents undertaken with respect to the Owner/Developer's obligations pursuant to this Agreement. Notwithstanding the foregoing, in no event shall Owner/Developer be responsible for defending, indemnifying or holding harmless the City to the extent that any claim is caused by, arises from or is contributed to by the intentional actions, negligence or willful misconduct of the City. The Parties shall in no way be liable to any third party for any costs, expenses, losses, damages, or liabilities incurred by the Owner/Developer or any third party in its use of the City's stormwater pond. Nothing in this Agreement shall inure to the benefit of any third party for the

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

purpose of allowing any claim against the City which would otherwise be barred under the doctrine of sovereign immunity or otherwise by operation of law.

**Section 7. Assignment to Homeowner's Association or Property Owner's Association.** The Owner/Developer shall have the right to assign all of its rights and responsibilities under Section 3 of this Agreement to the HOA, provided that the following conditions are met:

(A) The charter and bylaws of any HOA for the Subject Property and any deed restrictions related thereto shall be furnished to the city for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida.

(B) The Owner/Developer shall provide written notice to the City of the assignment of responsibilities to the HOA and acceptance of such responsibility by the HOA.

**Section 8. Non-Waiver.** No failure of either party hereto to exercise any right hereunder or to insist upon strict compliance with any obligations specified herein shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Section 9. Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment of this Agreement shall not be binding upon the Parties to this Agreement unless such amendment is in writing and executed by the Parties to this Agreement.

**Section 10. Successors.** This Agreement and the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, including subsequent owners of the Subject Property.

**Section 11. Conflict Resolution/Breach of Agreement.** All disputes shall be governed by the laws of Florida without regards to any conflicts of law provisions and venue of any dispute shall be solely in Volusia County. In the event of any litigation or dispute between the Parties arising out of this Agreement, each Party may recover reasonable attorneys' fees and costs. In the event of a material breach of this Agreement, the non-breaching party shall provide written notice of a breach to the other party. If the other party does not remedy the breach within thirty (30) days after receipt of the written notice, or such additional time as may be reasonably necessary and agreed upon by both Parties to remedy such breach, the non-breaching party may then terminate this Agreement by providing at least thirty (30) days' notice in writing to the other party.

**Section 12. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed to be an original hereof.

**Section 13. Notices.** Any notice by either party hereto shall be in writing and shall be sent by United States Registered or Certified Mail, postage prepaid, or by a nationally or regionally recognized overnight delivery service that maintains records of delivery (e.g.,

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

Federal Express), addressed to the party being notified at the address given below or at any other address which said party may from time-to-time hereafter designate to the other in writing:

**TO THE CITY:**

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With a copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

**TO OWNER/DEVELOPER:**

Ron & LEE, LLC
3 Sweetmeadow Ct.
Ormond Beach, FL 32174
Attn: Yehuda Morali

With a copy to:

Cobb Cole Law Firm
One Daytona Boulevard, Suite 600
Daytona Beach, FL 32114
Attn: Jessica Gow, Esq.
Emails: Jessica.gow@cobbcole.com

**Section 14. City Costs.** The Owner/Developer hereby agrees to pay for or reimburse the City for all consultants retained for the review and preparation of the all necessary documents for the creation of this assessment and all recording fees, costs and advertising costs. This is in addition to the filing fees, advertising costs, recording costs and other fees and costs associated with the rezoning of the development. All fees and costs mentioned above must be paid prior to final approval of this Agreement and the rezoning approval by the City Commission.

**Section 15. Recording of Shared Use and Maintenance Agreement**. This Agreement shall be recorded in the public records of Volusia County, Florida, so that Owner/Developer's Property, as legally described in **Exhibit A**, and its successors or assigns, shall be made subject to the requirements of this Agreement.

**[Remainder of Page Intentionally Blank. Signature Pages to Follow.]**

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**IN WITNESS WHEREOF,** the Parties have duly executed this Agreement on the dates as shown below.

**SIGNATURE BLOCKS FOLLOW:**

*ATTEST:*

**CITY OF HOLLY HILL**

_____

_____

City Manager
Dated:_____

**STATE OF FLORIDA**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

**APPROVED AS TO FORM AND LEGALITY:**

_____
Scott Simpson
City Attorney

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**RON & LEE, LLC**,
a Florida limited liability company

By:_____

Name:_____

Title:_____

Date Signed:_____

STATE OF FLORIDA )
)
COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of ☐ physical presence or ☐ online notarization, by _____, the _____of **RON & LEE, LLC**, a Florida limited liability company, on behalf of the company.

_____
Notary Public
My Commission Expires: _____

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**Exhibit A**

Legal Description for the Subject Property

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**Exhibit B**

Description of the Maintenance Area

Attachment: Shared use and maintenance CBR CLEAN (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**SHARED USE AND MAINTENANCE AGREEMENT FOR STORMWATER FACILITIES**

Commented [SS1]: I think this Agreement should recorded in public records and all lienholders should subordinate. Need to make sure City is protected fr future foreclosures

**THIS SHARED USE AND MAINTENANCE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into on this ___ day of _____, 202__, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave., Holly Hill, Florida 32117 (hereinafter referred to as the "City"), and RON & LEE, LLC, a limited liability company, with a mailing address of 3 Sweetmeadow Court, Ormond Beach, FL 32174 (hereinafter referred to as the "Owner" or "Owner/Developer") (hereinafter referred to individually as "Party" and collectively as the "Parties").

**WITNESSETH:**

**WHEREAS,** the Owner warrants that it holds legal title to the lands located in Volusia County, Florida and within the corporate limits of the City~~city~~ of Holly Hill, said lands being more particularly described in **Exhibit A**, Legal Description for the Subject Property (the "Subject Property"), attached hereto and by this reference made a part hereof; and

**WHEREAS,** the Owner/Developer has clear title of the Subject Property and intends to develop such property as a townhome residential project (the "Project"); and

**WHEREAS,** the City owns, controls and maintains a stormwater pond located to the north of the Subject Property (the "Stormwater Pond") and has allowed the Owner/Developer to use the Stormwater Pond for stormwater drainage and management for the Project; and

**WHEREAS,** this Agreement is contingent upon ~~adoption by~~ the City ~~of an ordinance~~ establishing a special assessment area~~Special Assessment District~~ including~~for~~ the Subject Property and the City's imposition of a non-ad valorem special assessment against the Subject Property to fund the costs of annual ~~regarding aesthetic~~ maintenance of the Stormwater Pond area (the "Special Assessment"); and

**WHEREAS,** the Parties desire to cooperate in the provision of stormwater facilities to support the Project; and

**WHEREAS,** this Agreement serves as the shared use and maintenance agreement for the Owner/Developer to use and maintain the Stormwater Pond, as further detailed herein.

**NOW, THEREFORE,** in consideration of the premises and of the covenants and undertakings expressed here, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein by this reference.

**Section 2. Owner/Developer Use of Stormwater Pond Property.** The City grants the Owner/Developer the right to use the parcel of land the Stormwater Pond is located on, and the

pond areas within such parcel, as part of the open space associated with development of the Subject Property.

**Section 3. Owner/Developer Maintenance Responsibilities.**

(a) The Owner/Developer shall be responsible for the aesthetic maintenance of the Stormwater Pond, inclusive of both the parcel of land the pond is located on, and the pond areas within such parcel, as further illustrated on **Exhibit B**, attached hereto (the "Maintenance Area").

(b) The activities required of the Owner/Developer for aesthetic ~~Aesthetic~~ maintenance of the Maintenance Area shall include the following (collectively, the "Pond Maintenance Services") ~~be defined as~~:

a. Mow, trim and edge the Stormwater Pond site once a week during the wet season and once every two weeks during the dry season.
b. Perform irrigation maintenance, which will be completed every six months after installation.
c. Tree trimming annual maintenance.
d. Replenish mulch annually and perform shrub maintenance on as needed bases.
e. Repair and restore irrigation if damaged by ~~City Stormwater~~ Pond Maintenance Services ~~activities~~.
f. Chemical weed and invasive species control of the Stormwater Pond.
g. Repair any landscaping and grass that is impacted during the functional maintenance of the Stormwater Pond.

(c) The City shall have the sole discretion to determine whether a maintenance, repair or replacement is aesthetic or functional. If at any time while the terms of this Agreement are in effect it shall come to the attention of the City that the Owner/Developer's responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this Agreement, the City Manager or designee may, at his/her sole discretion, issue a written notice to the Owner/Developer to place the Owner/Developer on notice thereof. Thereafter, the Owner/Developer shall have a period of (30) thirty calendar days within which to correct the cited deficiency or deficiencies.

~~(d)~~ In the event of a major deficiency or deficiencies, the Owner/Developer shall have a more stringent period of (10) ten calendar days within which to correct the cited deficiency or deficiencies. For purposes of this Agreement, "major deficiencies" include but are not limited to substantial structural damage, equipment failures, or any condition that poses an immediate risk to environmental compliance or public safety. If said deficiency or deficiencies are not corrected within these time periods the City may at its option~~, proceed as follows:~~ perform

~~a.~~ ~~Perform~~ the maintenance obligation declared deficient using either the City's, or a contractor's material, equipment and personnel. The actual cost for such work (i) will be the responsibility of the Owner/Developer upon Owner/Developer's receipt of an invoice together

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Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

with supporting documentation sent by the City for actual costs incurred by the City to perform such work; and (ii) may be collected the City through any legally available means, including but not limited to a non-ad valorem special assessment imposed against the Subject Property. Such assessment may be in addition to the Special Assessments or any other special assessment imposed by the City against the Subject Property.~~, or~~

~~b.~~a. ~~Terminate this Agreement in accordance with Section 11 of this Agreement. Notwithstanding the termination of this Agreement, the City acknowledges that the stormwater pond included in this Agreement shall continue to be considered as contributing towards the Subject Property's open space requirement as stated herein.~~

**Section 4. Owner/ Developer Cost Responsibilities.** The Owner/Developer shall be responsible for all costs associated with site development work on the Stormwater Pond as it relates to the Project.

**Section 5. Special Assessment.** Following adoption by the City, the Special Assessment shall commence after approval of the proposed subdivision plans for the Project by the appropriate government body, and prior to recordation of a subdivision plat, Owner/Developer shall provide a maintenance bond, equal to 110% of the estimated maintenance costs under Section 3 of this Agreement, which shall remain in place for one year following plat recording. Prior to the first implementation of the Special Assessment, the Owner/Developer responsibilities outlined in Section 3 of this Agreement shall be the sole cost and responsibility of Owner/Developer. Payment of the Special Assessment shall be a prerequisite for a certificate of occupancy for any newly constructed or developed property within the Subject Property. Following the issuance of a certificate of occupancy, the Owner/Developer responsibilities outlined in Section 3 herein shall transfer to the respective property owners ("Individual Property Owners"), ~~subsequently~~ and may be ~~transferring~~ contracted to the Homeowners association ("HOA") upon its establishment to complete the responsibilities set forth herein. The City will direct the Special Assessment funds to the HOA to facilitate the completion of the maintenance work outlined herein. Both the Individual Property Owners and the HOA shall adhere to the maintenance standards established in the Rezoning Agreement.

**Section 6. Indemnity.** The Owner/Developer agrees and acknowledges that no part of this Agreement shall cause additional costs to the City and that all costs associated with the provision of the Pond Maintenance Services shall be paid for by the Owner/Developer including any successors and assigns. By execution hereof, the Owner/Developer expressly acknowledges that any costs associated with the provision of Pond Maintenance Services, whether incurred before or after the imposition of the Special Assessments by the City, may be recovered by the City through any legally available means, including but not limited to a non-ad valorem special assessment imposed against the Subject Property. The Owner/Developer shall, to the extent and limits authorized by controlling law, indemnify, hold harmless and defend the City from and against all liability and expense, including reasonable attorney's fees and costs, with respect to any and all claims whatsoever for personal injuries or property damage, including loss of use, incurred by the City arising from any negligent or deliberate acts or omissions of the Owner/Developer or its assigns, contractors, employees,

**Commented [SS2]:** Should be able to add to asse

**Commented [SS3]:** Is this the right time to start t assessment or should it be when plat recorded, whi create the separate lots. However stormwater pond maintenance may need to be started prior to that. we need to require plat recording before any constr activity.

**Commented [JG4R3]:** Do you see a legal issue wi having this be the trigger? This allows us to take the either bond or construct infrastructure while ensuri have the ability to be paid for the maintenance cost needed in that interim time.

**Commented [SS5R3]:** I think the Developer shou responsible for the maintenance of the retention po upon approval of the agreement and the rezoning. will be best if the City creates the non ad valorem assessment the City does not have to levy the asses immediately. The City can wait as long as the devel maintaining the property.

**Commented [SS6]:** The special assessment is paid annually. Maybe levy the assessment upon platting

**Commented [JG7R6]:** This is just an added prote the City (that the CO can't be issued for a site if they paid. The trigger for payment is approval of the plat Council/prior to recording as currently drafted.

**Commented [SS8R6]:** I think my response above equally applicable to this. comment.

**Commented [SS9]:** Should the property owners e relieved of the obligations to do the maintenance.

**Commented [JG10R9]:** See revised, to say they c contract with the HOA instead of transfer.

**Commented [SS11R9]:** I think that is ok

**Commented [SS12]:** Do we need to consider the payment of assessment if someone does not pay tax Should we have the developer pay an amount to cre cushion in city's account, such as one year total anti assessment.

**Commented [JG13R12]:** The structure discussed City contracting with the HOA to perform the maint Tied into the comments on platting, can we require bond as a part of the plat/infrastructure review? We bond 110% of the 1 year maintenance cost?

**Commented [SS14R12]:** That sounds reasonable

Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

officers or agents undertaken with respect to the Owner/Developer's obligations pursuant to this Agreement. Notwithstanding the foregoing, in no event shall Owner/Developer be responsible for defending, indemnifying or holding harmless the City to the extent that any claim is caused by, arises from or is contributed to by the intentional actions, negligence or willful misconduct of the City. The Parties shall in no way be liable to any third party for any costs, expenses, losses, damages, or liabilities incurred by the Owner/Developer or any third party in its use of the City's stormwater pond. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the doctrine of sovereign immunity or otherwise by operation of law.

**Section 7. Assignment to Homeowner's Association or Property Owner's Association.** ~~In the event that Owner/Developer establishes a Homeowner's Association ("HOA") or a Property Owner's Association ("POA") for the Subject Property, the~~The Owner/Developer shall have the right to assign all of its rights and responsibilities under Section 3 of this Agreement to the HOA ~~or POA~~, provided that the following conditions are met:

(A) The charter and bylaws of any HOA ~~or POA~~ for the Subject Property and any deed restrictions related thereto shall be furnished to the city for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida.

(B) The Owner/Developer shall provide written notice to the City of the assignment of responsibilities to the HOA ~~or POA~~ and acceptance of such responsibility by the HOA ~~or POA~~.

**Section 8. Non-Waiver.** No failure of either party hereto to exercise any right hereunder or to insist upon strict compliance with any obligations specified herein shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Section 9. Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment of this Agreement shall not be binding upon the Parties to this Agreement unless such amendment is in writing and executed by the Parties to this Agreement.

**Section 10. Successors.** This Agreement and the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, including subsequent owners of the Subject Property.

**Section 11. Conflict Resolution/Breach of Agreement.** All disputes shall be governed by the laws of Florida without regards to any conflicts of law provisions and venue of any dispute shall be solely in Volusia County. In the event of any litigation or dispute between the Parties arising out of this Agreement, each Party ~~will bear its own~~may recover reasonable attorneys' fees and costs. In the event of a material breach of this Agreement, the non-breaching party shall provide written notice of a breach to the other party. If the other party does not remedy the breach within thirty (30) days after receipt of the written notice, or such additional time as may

**Commented [SS15]:** I thought the responsibility f went to the property owners.

**Commented [JG16R15]:** Yes, but we want them able to assign the work to the HOA. I revised to say Section 3 responsibilities, and not the agreement in al.

**Commented [SS17R15]:** ok

**Commented [SS18]:** I would think the most likely it is the failure of the HOA to perform the work. I thin prevailing party be reimbursed attorney fees.

**Commented [JG19R18]:** See revised language. W fine with this if it is reciprocal.

**Commented [SS20R18]:** That's reasonable.

Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

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be reasonably necessary and agreed upon by both Parties to remedy such breach, the non-breaching party may then terminate this Agreement by providing at least thirty (30) days' notice in writing to the other party.

**Section 12. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed to be an original hereof.

**Section 13. Notices.** Any notice by either party hereto shall be in writing and shall be sent by United States Registered or Certified Mail, postage prepaid, or by a nationally or regionally recognized overnight delivery service that maintains records of delivery (e.g., Federal Express), addressed to the party being notified at the address given below or at any other address which said party may from time-to-time hereafter designate to the other in writing:

**TO THE CITY:**

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With a copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

**TO OWNER/DEVELOPER:**

Ron & LEE, LLC
3 Sweetmeadow Ct.
Ormond Beach, FL 32174
Attn: Yehuda Morali

With a copy to:

Cobb Cole Law Firm
One Daytona Boulevard, Suite 600
Daytona Beach, FL 32114
Attn: Jessica Gow, Esq.
Emails: Jessica.gow@cobbcole.com

**Section 14. City Costs.** The Owner/Developer hereby agrees to pay for or reimburse the City for all consultants retained for the review and preparation of the all necessary documents for the

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creation of this assessment and all recording fees, costs and advertising costs. This is in addition to the filing fees, advertising costs, recording costs and other fees and costs associated with the rezoning of the development. All fees and costs mentioned above must be paid prior to final approval of this Agreement and the rezoning approval by the City Commission.

**Section 15. Recording of Shared Use and Maintenance Agreement**. This Agreement shall be recorded in the public records of Volusia County, Florida, so that Owner/Developer's Property, as legally described in **Exhibit A**, and its successors or assigns, shall be made subject to the requirements of this Agreement.

~~**10. Recording of Shared Use and Maintenance Agreement**. This Agreement shall be recorded in the public records of Volusia County, Florida, so that Owner/Developer's Property, as legally described in **Exhibit A**, and its successors or assigns, shall be made subject to the requirements of this Agreement.~~

**[Remainder of Page Intentionally Blank. Signature Pages to Follow.]**

Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**IN WITNESS WHEREOF,** the Parties have duly executed this Agreement on the dates as shown below.

**SIGNATURE BLOCKS FOLLOW:**

*ATTEST:*

**CITY OF HOLLY HILL**

_____

_____

City Manager
Dated:_____

**STATE OF FLORIDA**
**COUNTY OF** _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

**APPROVED AS TO FORM AND LEGALITY:**

_____
Scott Simpson
City Attorney

**RON & LEE, LLC**,
a Florida limited liability company

By:_____

Name:_____

Title:_____

Date Signed:_____

STATE OF FLORIDA )
)
COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of ☐ physical presence or ☐ online notarization, by _____, the _____of **RON & LEE, LLC**, a Florida limited liability company, on behalf of the company.

_____
Notary Public
My Commission Expires: _____

Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**Exhibit A**

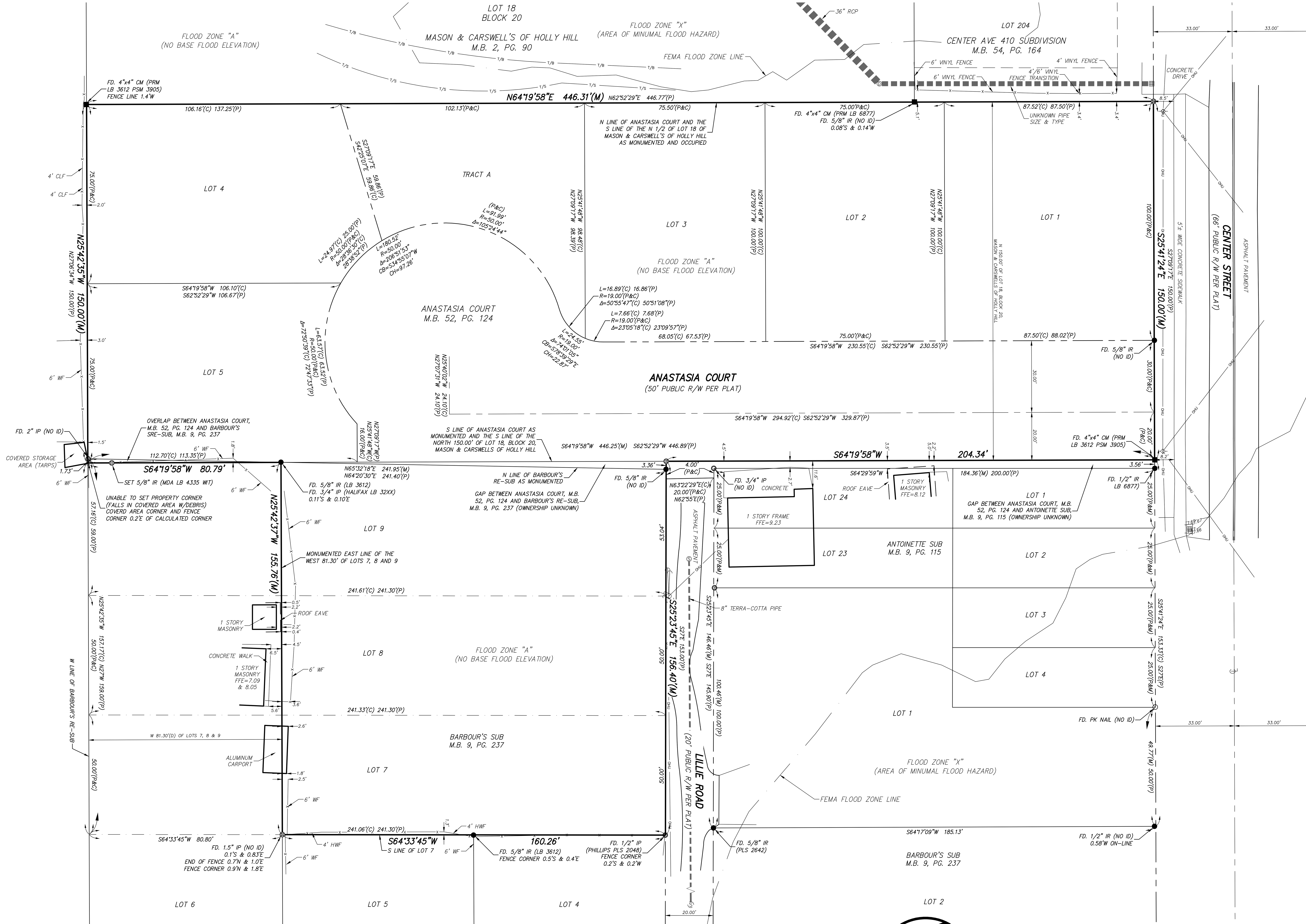
Legal Description for the Subject Property

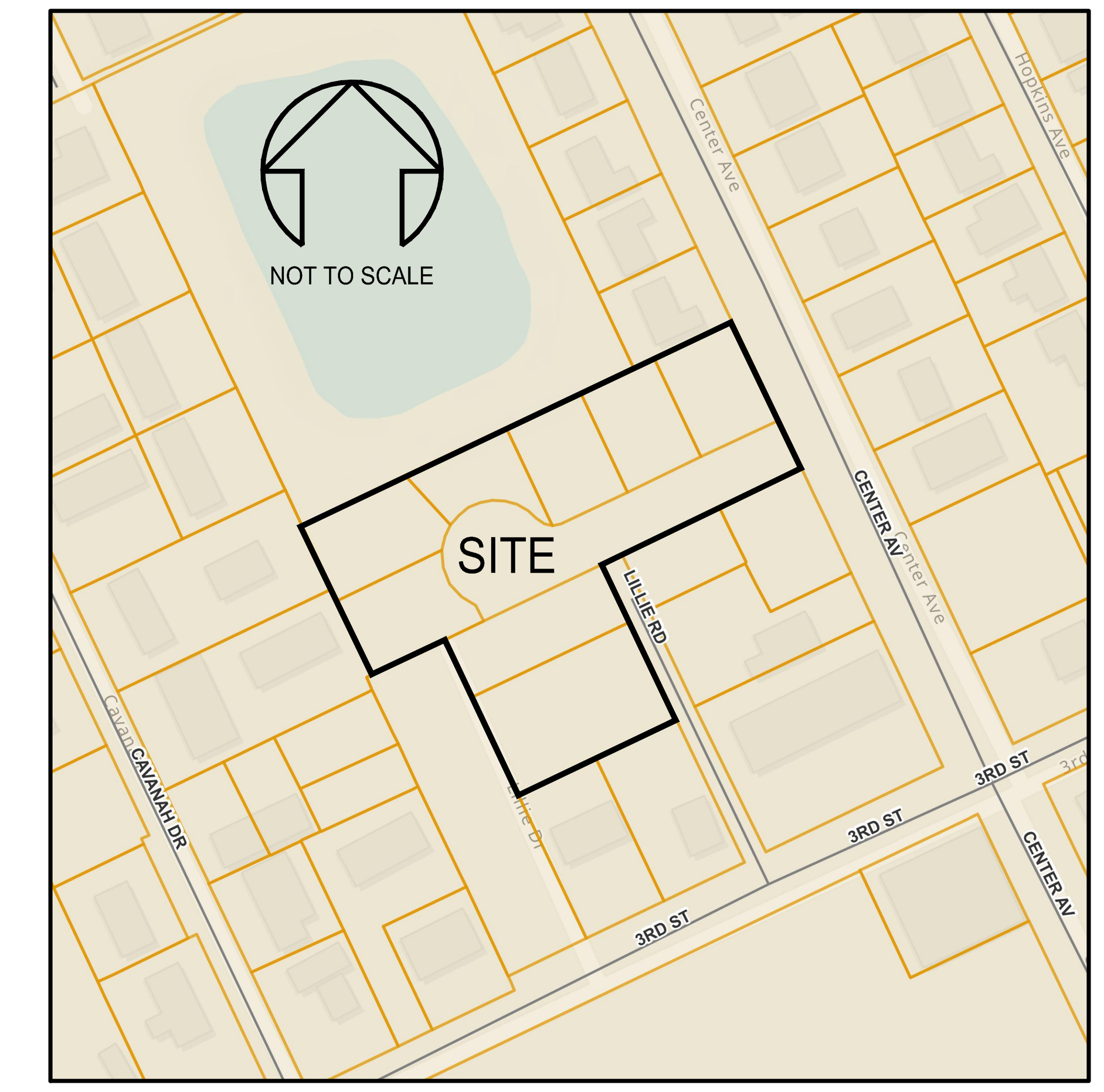
Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**Exhibit B**

Description of the Maintenance Area

Attachment: Shared use and maintenance CBR with COMMENTS (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)




VICINITY MAP

## LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

## SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING OF S25°41'24"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CENTER STREET.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "A" (WITHOUT BASE FLOOD ELEVATION (BFE)) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0356J, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THOSE SHOWN HEREON WERE OBTAINED FROM ABOVE GROUND EVIDENCE AND/OR STRUCTURE DETAILS.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
6. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
8. WETLAND AREAS, IF ANY, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
9. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
10. THE REVIEW OF THE PLAT FOR ANASTASIA COURT, RECORDED IN MAP BOOK 52, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY REVEALED THAT THE OVERALL PLAT DIMENSIONS DID NOT MATCH THE SUM OF DISTANCES FOR THE LOTS ALONG THE NORTH AND SOUTH LINES. THE ERROR IN DISTANCES WAS TAKEN FROM LOTS 4 AND 5. THERE ARE OTHER DISTANCE INCONSISTENCIES AND TYPOS IN THE PLAT AS WELL.

## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H. DOWST. P.L.S. NO. 6860
www.mdaeng.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

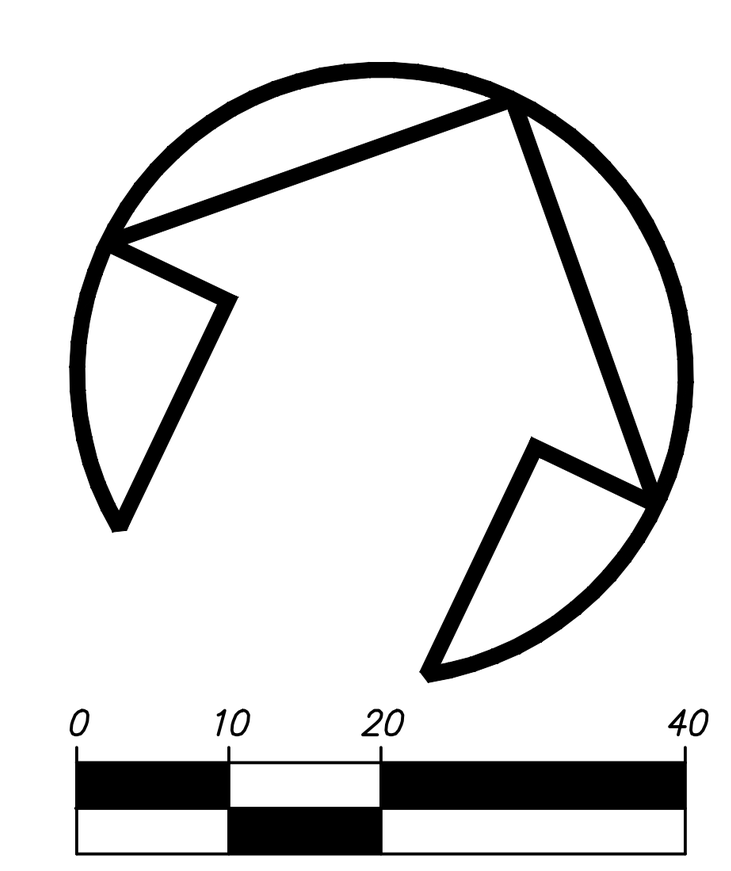
LEE H DOWST ★ LICENSE ★ PSM 6860 ★ STATE OF FLORIDA ★ PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Lee H Dowst
DN: c=US, o=Florida, dnQualifier=A01410C00000182A766669700011B25, cn=Lee H Dowst
Date: 2022.11.21 10:34:31 -05'00'

## LEGEND AND ABBREVIATIONS:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ( ) | PLAT/DEED | L | ARC LENGTH | R | RADIUS | ♡ | FIRE PLUG/CONNECTION |
| ± | MORE OR LESS | LB | LICENSED BUSINESS | (R) | RADIAL | ─o─ | SINGLE POLE SIGN |
| AC | ACRES | M.B. | MAP BOOK | R/W | RIGHT OF WAY | ─o─o─ | DOUBLE POLE SIGN |
| A/C | AIR CONDITIONER | MES | MITERED END SECTION | RCP | REINFORCED CONCRETE PIPE | ● | BOLLARD |
| BWF | BARBED-WIRE FENCE | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 | SEC | SECTION-TOWNSHIP-RANGE | △ | CENTRAL ANGLE |
| C&G | CURB & GUTTER | N/D | NAIL & DISK | T/B | APPROXIMATE TOP OF BANK | ─√─ | BREAK LINE |
| CB | CHORD BEARING | NO. | NUMBER | T/S | APPROXIMATE TOE OF SLOPE | ⊡ | SET 4"x4" CM (LB 4335) |
| CH | CHORD DISTANCE | (NR) | NON-RADIAL | TBM | TEMPORARY BENCH MARK | ■ | FOUND 4"x4" CM (AS NOTED) |
| ℄ | CENTER LINE | O.R.B. | OFFICIAL RECORDS BOOK | U.E | UTILITY EASEMENT | Ⓐ | SET N/D (LB 4335) |
| CLF | CHAIN-LINK FENCE | OHU | OVER-HEAD UTILITIES | (TYP) | TYPICAL | ◉ | FOUND N/D (AS NOTED) |
| CM | CONCRETE MONUMENT | P.B. | PLAT BOOK | WF | WOOD FENCE | ⊚ | SET 5/8" IRC (LB 4335) |
| CMP | CORRUGATED METAL PIPE | PC | POINT OF CURVATURE | W/ | WITH | ● | FOUND IRON ROD (AS NOTED) |
| FIRM | FLOOD (FLORIDA) INSURANCE RATE MAP | PCP | PERMANENT CONTROL POINT | ⋈ | WATER VALVE | ◎ | FOUND IRON PIPE (AS NOTED) |
| FNC | FENCE | PG(S). | PAGE/PAGES | ⋈ | IRRIGATION CONTROL VALVE | ○ | FOUND PK NAIL (NO ID) |
| FD. | FOUND | PLS | PROFESSIONAL LAND SURVEYOR | ⋈ | SANITARY SEWER VALVE | A/C | AIR CONDITIONER |
| HWF | HOG-WIRE FENCE | PRC | POINT OF REVERSE CURVATURE | ◘ | AIR RELEASE VALVE | ⚡ | ELECTRIC PANEL |
| ID | IDENTIFICATION | PRM | PERMANENT REFERENCE MONUMENT | ⊗ | CLEAN OUT | C | CABLE TELEVISION RISER BOX |
| INV | INVERT ELEVATION | PSM | PROFESSIONAL SURVEYOR MAPPER | ⋈ | GAS VALVE | Ⓔ | ELECTRIC METER |
| IP | IRON PIPE | PT | POINT OF TANGENCY | ⊂⊃ | BACK FLOW PREVENTOR | E | ELECTRIC JUNCTION BOX |
| IR | IRON ROD | PVC | POLYVINYL CHLORIDE PIPE | ♢ | FIRE HYDRANT | F | FIBER-OPTIC JUNCTION BOX |

| | |
|---|---|
| G | GAS METER |
| T | TELEPHONE JUNCTION BOX |
| W | WATER METER |
| VLT | UTILITY VAULT |
| ─○─ | WOOD UTILITY POLE |
| ─◇─ | CONCRETE UTILITY POLE |
| ─◆─ | METAL UTILITY POLE |
| ─◑ | GUY POLE |
| ⌐ | GUY ANCHOR |
| ☼ | LIGHT POLE |
| ▥ | GUTTER INLET/GRATE |
| ▦ ⊕ | CATCH BASIN/YARD DRAIN |
| Ⓓ | STORM MANHOLE |
| Ⓢ | SANITARY MANHOLE |
| Ⓦ | WELL |
| Ⓐ | FIBER-OPTIC CABLE MARKER |
| Ⓖ | GAS LINE MARKER |
| ▷ | MITERED END SECTION |




| REVISIONS | | | | |
|---|---|---|---|---|
| F.B. / PG. | DATE | BY | DESCRIPTION | CKD |

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

| | | | | |
|---|---|---|---|---|
| BOUNDARY SURVEY | | | | PROJECT # 1567 |
| DRAWN BY: LAT | DRAW DATE: 11/15/22 | CHECKED BY: LHD | SCALE: 1" = 20' | FILE NAME: 1567_surbase.dwg |
| CREW: SC,JB,JY | FIELD DATE: 11/07/22 | F.B./PG.: 244/20,23,26-27,33-34,37,41 | | SHEET 1 OF 1 |

Drawing name: V:\DWGS\1567 Center Ave_Survey\Civil 3D-DWGs\1567_surbase.dwg Nov 21, 2022 10:19am

Attachment: Survey (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)




Attachment: Aerial (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

**Legend**

SITE

# ANASTASIA COURT
## AERIAL MAP

MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach



Document Path: C:\Users\WorkStation\Desktop\GIS Reports\1567 ANASTASIA COURT\SHEET 1 AERIAL ( Letter ).mxd




## VICINITY MAP




## SITE DATA

EXISTING FUTURE LAND USE: LOW DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE: LOW-MEDIUM RESIDENTIAL (10 DU/ NET ACRE)
PROPOSED ZONING: RPUD
PROPOSED USE: RESIDENTIAL
NUMBER OF DWELLING UNITS: 17
DENSITY: 17 DU / 1.75 NET ACRES = 9.71 DU / NET ACRES

TOTAL PROJECT AREA: 5.74 ACRES
- CITY STORMWATER PROPERTY: 3.63 ACRES
- ANASTASIA COURT DEVELOPMENT AREA: 2.11 ACRES

NET ACRES
- PROPOSED DEVELOPMENT AREA: 2.11 ACRES
- PROPOSED ROAD AREA: 0.27 ACRES
- POND AREA: 0.09 ACRES
- NET AREA: 2.11 – 0.27 – 0.09 = 1.75 ACRES

MINIMUM LOT AREA: 2,250 SF
MINIMUM LOT WIDTH: 25 FT
MINIMUM LOT DEPTH: 90 FT

MAXIMUM BUILDING HEIGHT: 35 FT
MINIMUM BUILDING GFA: 1,000 SF

MINIMUM PERIMETER LANDSCAPE BUFFERS:
- NORTH: 10 FT
- SOUTH: 10 FT
- WEST: 10 FT
- CENTER STREET: 15 FT
- LILY ROAD: 10 FT

LOT SETBACKS
- FRONT: 10 FT
- SIDE: 0 FT LOT LINE
- REAR 5 FT

OPEN SPACE REQUIRED: PROJECT AREA x 0.40 = 2.30 ACRES (40%)
OPEN SPACE AREA PROVIDED: 4.30 ACRES (75%)

COMMON OPEN SPACE REQUIRED: PROJECT AREA X 0.15 = 0.86 ACRES
COMMON OPEN SPACE PROVIDED: 1.93 ACRES (34%)

## GENERAL NOTES

1. EXISTING VEGETATION CONSISTS OF WOODS AND GRASS.
2. THERE ARE CURRENTLY NO KNOWN ENDANGERED SPECIES OR SPECIES WITH SPECIAL CONCERN INHABITING THE SITE.
3. TOPOGRAPHY: ELEVATIONS VARY THROUGHOUT THE SITE FROM EL. 8.0' NAVD 88 TO EL. 5.0' NAVD 88.
4. SCS SOIL TYPES:
   - 35 MYAKKA–URBAN LAND COMPLEX – HYDROLOGIC GROUP A/D
   - 69 TUSCAWILLA FINE SAND – HYDROLOGIC GROUP B/D
5. PARCEL FALLS IN FLOOD ZONE A (NO BASE FLOOD ELEVATION DETERMINED)
6. PROJECT SHALL CONNECT TO CITY OF HOLLY HILL WATER AND SEWER UTILIZES.
7. STORMWATER AND COMPENSATING STORAGE WILL BE PROVIDED BY EXPANDING THE CITY OF HOLLY HILL'S STORMWATER POND ALONG THE NORTHERN PROPERTY LINE. THE STORMWATER POND EXPANSION WILL REDUCE THE MEAN ANNUAL, 25YR–24HR, AND 100YR–24 PEAK STAGES AND DISCHARGES. THE PROPOSED STORMWATER AREA INCREASE IS APPROXIMATELY 20% LARGER, AND FINAL DESIGN WILL BE DETERMINED DURING SJRWMD PERMITTING REVIEW PROCESS.
8. PROJECT SHALL PROVIDE A YARD DRAIN ALONG THE NORTH PROPERTY LINE OF PARCEL 523715000060. THE INTENT IS TO PROVIDE A POSITIVE OUTFALL FOR THE EXISTING NEIGHBOR'S YARD THAT CURRENTLY FLOODS DURING MINOR AND MAJOR STORM EVENTS. FINAL DESIGN WILL BE DETERMINED DURING THE SJRWMD PERMITTING REVIEW PROCESS.

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 3 | 04-01-24 | MSD | REVISED PER CITY COMMENTS |
| 2 | 08-31-23 | MSD | REVISED PER CITY COMMENTS |
| 1 | 04-06-23 | MSD | REVISED PER CITY COMMENTS |

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1"=30' | MSD | LAT | MSD | 12-13-21 |

CONCEPT PLAN

PRELIMINARY PLAN
ANASTASIA COURT PROPERTY
HOLLY HILL, FL

PROJECT NO. 1567 — 1 OF 2
1567CON

Attachment: Preliminary Development Plan (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

# Legal Description

44-14-32 N 1/2 EXC N 225 FT OF E 100 FT OF LOT 18 BLK 20 M & C HOLLY HILL PER OR 4803 PGS 2221-2222 & EXC CENTER AVENUE 410 SUBDIVISION MB 54 PG 164 SEE 5337-49

Attachment: Legal Description of Pond Parcel (4793 : Shared Use and Maintenance Agreement for Stormwater Facilities)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 25, 2025**
**FROM:** **Brian Walker**
**SUBJECT:** **Anastasia Ct - Resolution of Intent to Use Non-AD Valorem Assessment Collection Method**
**NUMBER:** **2025-R-19**
**APPLICANT:** **Brian Walker**
**PLANNER:**

## ANASTASIA COURT PROJECT

The townhouse project for Anastasia Court has some unique aspects which must be approved prior to final consideration of the rezoning request. To satisfy the City's development regulations for the rezoning, the developer has proposed to expand and improve the City's adjacent stormwater retention pond to accommodate the increase of stormwater from the project and has proposed to use the stormwater pond area towards satisfying the City's open space requirement. The use of a retention pond to satisfy open space is permissible under the City's Code, but the uniqueness of this request is that it is the City's retention pond that is being requested to be used to satisfy the open space requirement, not a retention pond on the developer's property.

To compensate the City for the use of the City's property, the developer and City have agreed that the developer (and subsequent homeowners and homeowners' association) will assume all aesthetic maintenance of the area surrounding the retention pond. The City wanted to retain the maintenance of the functional aspect of the retention pond. The City staff evaluated the best way to ensure that this aesthetic maintenance is performed annually indefinitely in the future. It was ultimately determined that the best option would be for the City to adopt and levy an assessment on the parcels created by the project to annually collect sufficient revenue to pay for the aesthetic maintenance of the retention pond area. The City will contract with the HOA to perform that aesthetic maintenance.

To accomplish the above there are items that need to be adopted before the rezoning is considered which are the following:

1) **Shared Use and Maintenance Agreement For Stormwater Facilities** - This is the first document that should be considered as this Agreement outlines the terms and conditions of the arrangement between the City and developer, including the developer utilizing the City stormwater retention pond to satisfy the City's development requirements and the consideration the City receives for this allowed use. If this Agreement is not approved, the remaining items should not be considered by the Commission.

2) **Resolution of Intent to Use Non-ad Valorum Assessment Collection Method** - This should be the second item considered after the Agreement in (1) above is approved. This Resolution is being proposed pursuant to Florida Statute Section 197.3632. By adopting this Resolution, the City can use the annual tax bill to collect the referenced assessment. The law requires the City provide a notice once a week for four consecutive weeks before the adoption of the Resolution, which has occurred. Also to be able to place the assessment on the 2025 ad valorem tax bill, this Resolution must be adopted before January 1, 2025, but the Property Appraiser can extend this time until March 1, 2025, which has occurred. If the City does not adopt this Resolution before March 1, 2025, then this assessment cannot be collected on the 2025 ad valorem tax bill. The 2026 ad valorem tax bill will be the first time it can be utilized to collect the assessment, which means the City will not collect any revenue until the 2026 ad valorem tax bills are paid. Also, just because the City adopts this Resolution does not require the City to levy the assessment on the ad valorem tax bill. The adoption of the Resolution only provides the City the option and authority to use the ad valorem tax bill to collect the assessment.

In summary, item (1) is necessary to proceed with second reading of the rezoning ordinance as the City must agree to the utilization of the City's property for the development. Item (2) is time sensitive in that it must be adopted by a certain date to use the non-ad valorem assessment method for the collection of the assessment on the ad valorem tax bill this year. If the Commission approves items (1) and (2) above, the City Commission would next consider the second and final reading of the rezoning ordinance.

After the adoption of the rezoning ordinance, the Commission will next consider a resolution establishing the assessment for the cost of the aesthetic maintenance. This will be proposed for adoption when the City is ready to start levying the assessment, which will be when the subdivision plat is approved. Lastly the City will enter into an agreement with the HOA to perform the aesthetic maintenance.

**ATTACHMENTS:**

- Resolution - Intent to Use Uniform Method (Holly Hill) CBR comments (02800970-2) (1) (PDF)
- Survey (PDF)
- Aerial of Area Discussed (PDF)
- Preliminary Development Plan (PDF)
- Legal Description of Pond Parcel (PDF)

# Resolution No. 2025-19

## ANASTASIA CT - RESOLUTION OF INTENT TO USE NON-AD VALOREM ASSESSMENT COLLECTION METHOD

**A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR MORE THAN ONE YEAR LEVIED ON CERTAIN REAL PROPERTY IN HOLLY HILL, FLORIDA, TO FUND THE ANNUAL COSTS OF MOWING, GROUNDS MAINTENANCE AND OTHER SERVICES RELATED TO MAINTAINING THE APPEARANCE OF THE CITY STORMWATER RETENTION POND NEAR THE INTERSECTION OF 4TH STREET AND CENTER AVENUE; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1. AUTHORITY.** This Resolution of the City of Holly Hill, Florida (the "City") is adopted pursuant to Sections 166.021 and 197.3632, Florida Statutes, and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared as follows:

(A) The City Commission of Holly Hill, Florida (the "City Commission"), intends to use the uniform method for collecting non-ad valorem assessments levied against the real property comprising the proposed Anastasia Court residential townhome project to be located on Anastasia Court, Holly Hill, 32117 (such real property is collectively referred to herein as the "Anastasia Court Assessment Area"). A legal description of the Anastasia Court Assessment Area is attached hereto as Exhibit A and incorporated herein. This Resolution is adopted pursuant to and is authorized by Section 197.3632, Florida Statutes, which will allow such assessments to be collected annually, commencing in November 2025, in the same manner as provided for ad valorem taxes. The assessments will continue from year to year.

(B) The City Commission held a duly advertised public hearing for the purpose of considering the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit B.

**SECTION 3. UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS.**

(A) Commencing with the ad valorem tax bills issued in November 2025, and continuing each year thereafter, the City hereby announces its intention to use the uniform method of collecting non-ad valorem assessments in the Anastasia Court Assessment Area for more than one year as authorized in Section 197.3632, Florida Statutes, as amended, to fund the annual costs of mowing, grounds maintenance and other services related to maintaining the appearance of the City stormwater retention pond located west of the intersection of 4th Street and Center Avenue, adjacent to the Anastasia Court Assessment Area.

(B) The City hereby determines that the levy of such assessments is needed to fund the cost of providing such services for the special benefit of the real property comprising the Anastasia Court Assessment Area.

(C) Adoption of this Resolution is solely for the purpose of complying with the statutory requirements that the City publicly announce to the Florida Department of Revenue, the Volusia County Property Appraiser and the Volusia County Tax Collector that it may levy non-ad valorem assessments and use the uniform method of collection. Adoption of this Resolution shall not be deemed to commit or require the City to impose any assessments.

(D) Upon adoption, the City Manager, or designee thereof, is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Volusia County Property Appraiser and the Volusia County Tax Collector.

**SECTION 4. CONSTRUCTION; EFFECTIVE DATE.** This Resolution shall be liberally construed to effect the purposes hereof and shall become effective immediately upon adoption.

**APPROVED AND AUTHENTICATED on this 25th day of FEBRUARY, 2025.**

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE**

**ANASTASIA COURT ASSESSMENT AREA**

**EXHIBIT B**

**PROOF OF PUBLICATION**

Attachment: Resolution - Intent to Use Uniform Method (Holly Hill) CBR comments (02800970-2) (1) (2025-R-19 : Anastasia Ct - Resolution of

**RESOLUTION NO. 2025-__**

**A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR MORE THAN ONE YEAR LEVIED ON CERTAIN REAL PROPERTY IN HOLLY HILL, FLORIDA, TO FUND THE ANNUAL COSTS OF MOWING, GROUNDS MAINTENANCE AND OTHER SERVICES RELATED TO MAINTAINING THE APPEARANCE OF THE CITY STORMWATER RETENTION POND NEAR THE INTERSECTION OF 4TH STREET AND CENTER AVENUE; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

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(A) The City Commission of Holly Hill, Florida (the "City Commission"), intends to use the uniform method for collecting non-ad valorem assessments levied against the real property comprising the proposed Anastasia Court residential townhome project to be located on Anastasia Court, Holly Hill, 32117 (such real property is collectively referred to herein as the "Anastasia Court Assessment Area"). A legal description of the Anastasia Court Assessment Area is attached hereto as Exhibit A and incorporated herein. This Resolution is adopted pursuant to and is authorized by Section 197.3632, Florida Statutes, which will allow such assessments to be collected annually, commencing in November 2025, in the same manner as provided for ad valorem taxes. The assessments will continue from year to year.

(B) The City Commission held a duly advertised public hearing for the purpose of considering the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit B.

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(B) The City hereby determines that the levy of such assessments is needed to fund the cost of providing such services for the special benefit of the real property comprising the Anastasia Court Assessment Area.

(C) Adoption of this Resolution is solely for the purpose of complying with the statutory requirements that the City publicly announce to the Florida Department of Revenue, the Volusia County Property Appraiser and the Volusia County Tax Collector that it may levy non-ad valorem assessments and use the uniform method of collection. Adoption of this Resolution shall not be deemed to commit or require the City to impose any assessments.

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SECTION 4. CONSTRUCTION; EFFECTIVE DATE. This Resolution shall be liberally construed to effect the purposes hereof and shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED THIS 25th DAY OF FEBRUARY, 2025.

_____

John Penny, Mayor

ATTEST:

_____

City Clerk

Attachment: Resolution - Intent to Use Uniform Method (Holly Hill) CBR comments (02800970-2) (1) (2025-R-19 : Anastasia Ct - Resolution of

# EXHIBIT A

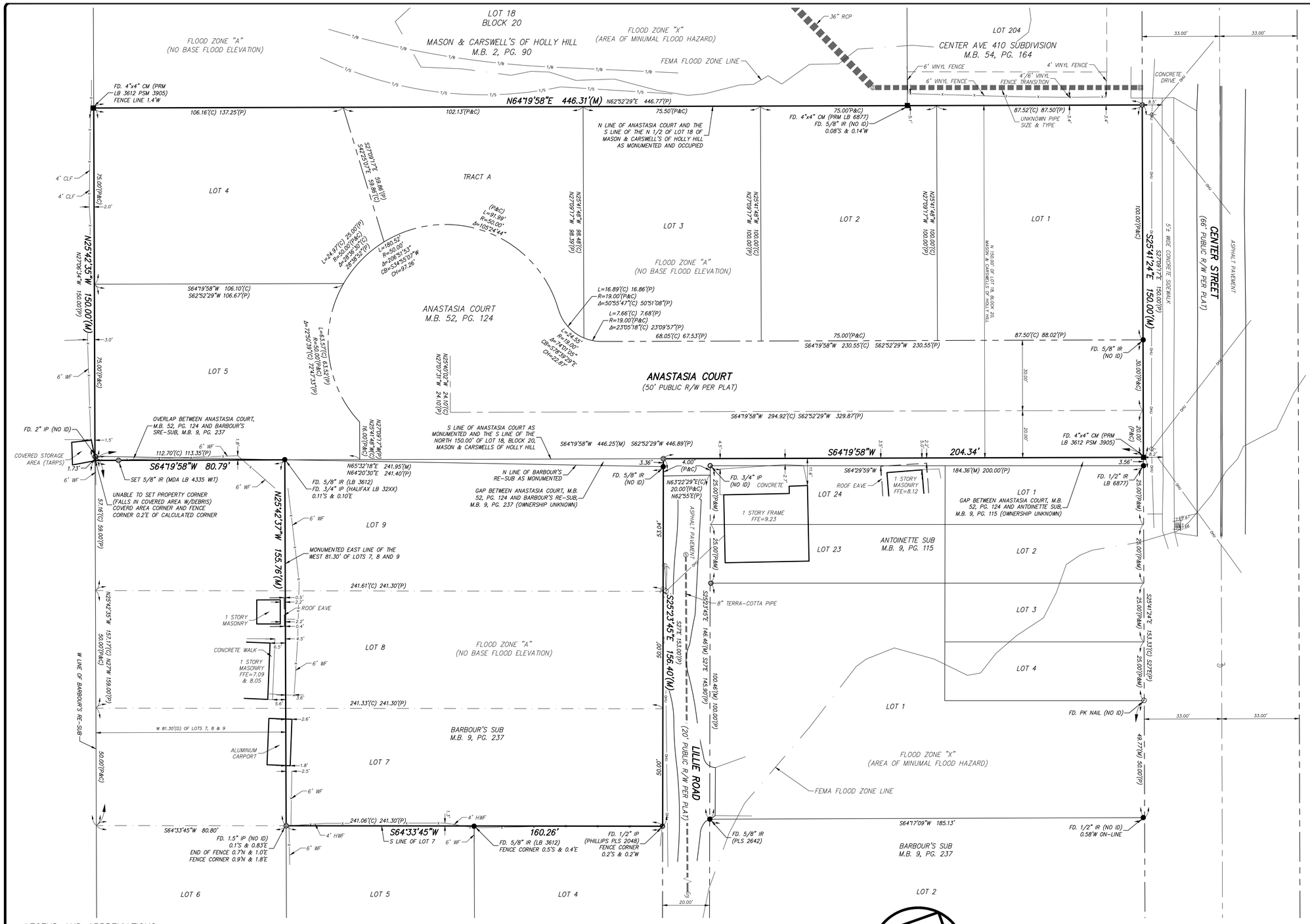
## LEGAL DESCRIPTION OF THE ANASTASIA COURT ASSESSMENT AREA

Attachment: Resolution - Intent to Use Uniform Method (Holly Hill) CBR comments (02800970-2) (1) (2025-R-19 : Anastasia Ct - Resolution of

**EXHIBIT B**

**PROOF OF PUBLICATION**

Attachment: Resolution - Intent to Use Uniform Method (Holly Hill) CBR comments (02800970-2) (1) (2025-R-19 : Anastasia Ct - Resolution of


LOT 18
BLOCK 20
MASON & CARSWELL'S OF HOLLY HILL
M.B. 2, PG. 90
FLOOD ZONE "A"
(NO BASE FLOOD ELEVATION)
FLOOD ZONE "X"
(AREA OF MINUMAL FLOOD HAZARD)
FEMA FLOOD ZONE LINE
36" RCP
LOT 204
CENTER AVE 410 SUBDIVISION
M.B. 54, PG. 164
6' VINYL FENCE
4' VINYL FENCE
4'/6' VINYL FENCE TRANSITION
CONCRETE DRIVE
FD. 4"x4" CM (PRM LB 3612 PSM 3905)
FENCE LINE 1.4'W
N64°19'58"E 446.31'(M) N62°52'29"E 446.77'(P)
106.16'(C) 137.25'(P)
102.13'(P&C)
75.50'(P&C)
N LINE OF ANASTASIA COURT AND THE S LINE OF THE N 1/2 OF LOT 18 OF MASON & CARSWELL'S OF HOLLY HILL AS MONUMENTED AND OCCUPIED
75.00'(P&C)
FD. 4"x4" CM (PRM LB 6877)
FD. 5/8" IR (NO ID)
0.08'S & 0.14'W
87.52'(C) 87.50'(P)
UNKNOWN PIPE SIZE & TYPE
33.00'
33.00'
LOT 4
TRACT A
LOT 3
LOT 2
LOT 1
ANASTASIA COURT
M.B. 52, PG. 124
(P&C) L=91.99' R=50.00' Δ=105°24'44"
L=180.52' R=50.00' Δ=206°51'53" CB=S34°55'07"W CH=97.26
S27°39'17"E 59.86'(P) 59.86'(C)
L=24.97'(C) 25.00'(P) R=50.00'(P&C) Δ=28°38'30"(C) 28°38'52"(P)
L=63.51'(C) 63.50'(P) R=50.00'(P&C) Δ=72°47'33"(C) 72°47'33"(P)
L=16.89'(C) 16.86'(P) R=19.00'(P&C) Δ=50°55'47"(C) 50°51'08"(P)
L=7.66'(C) 7.68'(P) R=19.00'(P&C) Δ=23°05'18"(C) 23°09'57"(P)
L=24.55' R=19.00' Δ=74°01'02" CB=S18°59'29"E CH=22.87'
68.05'(C) 67.53'(P)
75.00'(P&C)
S64°19'58"W 230.55'(C) S62°52'29"W 230.55'(P)
87.50'(C) 88.02'(P)
FD. 5/8" IR (NO ID)
N25°42'35"W 150.00'(M)
N27°09'17"W 150.00'(P)
S64°19'58"W 106.10'(C)
S62°52'29"W 106.67'(P)
4' CLF
4' CLF
2.0'
3.0'
6' WF
75.00'(P&C)
LOT 5
ANASTASIA COURT
(50' PUBLIC R/W PER PLAT)
N25°40'02"W 24.10'(C)
N27°07'31"W 24.10'(P)
S64°19'58"W 294.92'(C) S62°52'29"W 329.87'(P)
30.00'(P&C)
20.00'(P&C)
S LINE OF ANASTASIA COURT AS MONUMENTED AND THE S LINE OF THE NORTH 150.00' OF LOT 18, BLOCK 20, MASON & CARSWELLS OF HOLLY HILL
S64°19'58"W 446.25'(M) S62°52'29"W 446.89'(P)
S64°19'58"W 204.34'
FD. 4"x4" CM (PRM LB 3612 PSM 3905)
FD. 2" IP (NO ID)
OVERLAP BETWEEN ANASTASIA COURT, M.B. 52, PG. 124 AND BARBOUR'S SRE-SUB, M.B. 9, PG. 237
COVERED STORAGE AREA (TARPS)
112.70'(C) 113.35'(P)
S64°19'58"W 80.79'
SET 5/8" IR (MDA LB 4335 WIT)
UNABLE TO SET PROPERTY CORNER (FALLS IN COVERED AREA W/DEBRIS) COVERD AREA CORNER AND FENCE CORNER 0.2'E OF CALCULATED CORNER
N65°32'18"E 241.95'(M) N64°20'30"E 241.40'(P)
FD. 5/8" IR (LB 3612) FD. 3/4" IP (HALIFAX LB 32XX) 0.11'S & 0.10'E
N LINE OF BARBOUR'S RE-SUB AS MONUMENTED
GAP BETWEEN ANASTASIA COURT, M.B. 52, PG. 124 AND BARBOUR'S RE-SUB, M.B. 9, PG. 237 (OWNERSHIP UNKNOWN)
FD. 5/8" IR (NO ID)
FD. 3/4" IP (NO ID) CONCRETE
N63°22'29"E(C)N 20.00'(P&C) N62°55'E(P)
S64°29'59"W
ROOF EAVE
1 STORY MASONRY FFE=8.12
184.36'(M) 200.00'(P)
FD. 1/2" IR LB 6877
LOT 24
LOT 1
GAP BETWEEN ANASTASIA COURT, M.B. 52, PG. 124 AND ANTOINETTE SUB M.B. 9, PG. 115 (OWNERSHIP UNKNOWN)
1 STORY FRAME FFE=9.23
ANTOINETTE SUB
M.B. 9, PG. 115
LOT 23
LOT 2
LOT 3
LOT 4
LOT 1
8" TERRA-COTTA PIPE
S25°41'24"E 153.33'(C) S27°E(P)
FD. PK NAIL (NO ID)
33.00'
33.00'
49.77'(M) 50.00'(P)
N25°42'37"W 155.78'(M)
241.61'(C) 241.30'(P)
0.5'
2.5'
ROOF EAVE
1 STORY MASONRY
2.2'
0.4'
4.5'
CONCRETE WALK
6.5'
1 STORY MASONRY FFE=7.09 & 8.05
6' WF
5.6'
3.6'
N25°42'35"W 157.17'(C) N27°W 156.00'(P)
W LINE OF BARBOUR'S RE-SUB
50.00'(P&C)
241.33'(C) 241.30'(P)
W 81.30'(D) OF LOTS 7, 8 & 9
2.6'
ALUMINUM CARPORT
1.8'
2.5'
6' WF
LOT 9
LOT 8
FLOOD ZONE "A"
(NO BASE FLOOD ELEVATION)
BARBOUR'S SUB
M.B. 9, PG. 237
LOT 7
LOT 6
LOT 5
LOT 4
S25°23'45"E 156.40'(M)
S27°E 153.00'(P)
S25°41'24"E 146.46'(M) S27°E 145.90'(P)
100.46'(M) 100.00'(P)
100.00'
100.00'
20.00'
(20' PUBLIC R/W PER PLAT)
LILLIE ROAD
S64°33'45"W
S LINE OF LOT 7
160.26'
241.06'(C) 241.30'(P)
4' HWF
6' WF
S64°33'45"W 80.80'
FD. 1.5" IP (NO ID) 0.1'S & 0.83'E
END OF FENCE 0.7'N & 1.0'E
FENCE CORNER 0.9'N & 1.8'E
FD. 5/8" IR (LB 3612)
FENCE CORNER 0.5'S & 0.4'E
FD. 1/2" IP (PHILLIPS PLS 2048)
FENCE CORNER 0.2'S & 0.2'W
S64°17'09"W 185.13'
FD. 5/8" IR (PLS 2642)
FD. 1/2" IR (NO ID) 0.58'W ON-LINE
FLOOD ZONE "x"
(AREA OF MINUMAL FLOOD HAZARD)
FEMA FLOOD ZONE LINE
CENTER STREET
(66' PUBLIC R/W PER PLAT)
ASPHALT PAVEMENT
5' WIDE CONCRETE SIDEWALK
S25°41'24"E 150.00'(M)
S27°39'17"E 150.00'(P)
100.00'(P&C)
DRIVE
DRIVE
DRIVE




**Legend**

SITE

# ANASTASIA COURT
## AERIAL MAP

MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

**Attachment: Aerial of Area Discussed (2025-R-19 : Anastasia Ct - Resolution of Intent to Use Non-AD Valorem Assessment Collection Method)**



Document Path: C:\Users\WorkStation\Desktop\GIS Reports\1567 ANASTASIA COURT\SHEET 1 AERIAL ( Letter ).mxd




## VICINITY MAP




## SITE DATA

EXISTING FUTURE LAND USE: LOW DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE: LOW-MEDIUM RESIDENTIAL (10 DU/ NET ACRE)
PROPOSED ZONING: RPUD
PROPOSED USE: RESIDENTIAL
NUMBER OF DWELLING UNITS: 17
DENSITY: 17 DU / 1.75 NET ACRES = 9.71 DU / NET ACRES

TOTAL PROJECT AREA: 5.74 ACRES
- CITY STORMWATER PROPERTY: 3.63 ACRES
- ANASTASIA COURT DEVELOPMENT AREA: 2.11 ACRES

NET ACRES
- PROPOSED DEVELOPMENT AREA: 2.11 ACRES
- PROPOSED ROAD AREA: 0.27 ACRES
- POND AREA: 0.09 ACRES
- NET AREA: 2.11 – 0.27 – 0.09 = 1.75 ACRES

MINIMUM LOT AREA: 2,250 SF
MINIMUM LOT WIDTH: 25 FT
MINIMUM LOT DEPTH: 90 FT

MAXIMUM BUILDING HEIGHT: 35 FT
MINIMUM BUILDING GFA: 1,000 SF

MINIMUM PERIMETER LANDSCAPE BUFFERS:
- NORTH: 10 FT
- SOUTH: 10 FT
- WEST: 10 FT
- CENTER STREET: 15 FT
- LILY ROAD: 10 FT

LOT SETBACKS
- FRONT: 10 FT
- SIDE: 0 FT LOT LINE
- REAR 5 FT

OPEN SPACE REQUIRED: PROJECT AREA x 0.40 = 2.30 ACRES (40%)
OPEN SPACE AREA PROVIDED: 4.30 ACRES (75%)

COMMON OPEN SPACE REQUIRED: PROJECT AREA X 0.15 = 0.86 ACRES
COMMON OPEN SPACE PROVIDED: 1.93 ACRES (34%)

## GENERAL NOTES

1. EXISTING VEGETATION CONSISTS OF WOODS AND GRASS.
2. THERE ARE CURRENTLY NO KNOWN ENDANGERED SPECIES OR SPECIES WITH SPECIAL CONCERN INHABITING THE SITE.
3. TOPOGRAPHY: ELEVATIONS VARY THROUGHOUT THE SITE FROM EL. 8.0' NAVD 88 TO EL. 5.0' NAVD 88.
4. SCS SOIL TYPES:
   35 MYAKKA–URBAN LAND COMPLEX – HYDROLOGIC GROUP A/D
   69 TUSCAWILLA FINE SAND – HYDROLOGIC GROUP B/D
5. PARCEL FALLS IN FLOOD ZONE A (NO BASE FLOOD ELEVATION DETERMINED)
6. PROJECT SHALL CONNECT TO CITY OF HOLLY HILL WATER AND SEWER UTILIZES.
7. STORMWATER AND COMPENSATING STORAGE WILL BE PROVIDED BY EXPANDING THE CITY OF HOLLY HILL'S STORMWATER POND ALONG THE NORTHERN PROPERTY LINE. THE STORMWATER POND EXPANSION WILL REDUCE THE MEAN ANNUAL, 25YR–24HR, AND 100YR–24 PEAK STAGES AND DISCHARGES. THE PROPOSED STORMWATER AREA INCREASE IS APPROXIMATELY 20% LARGER, AND FINAL DESIGN WILL BE DETERMINED DURING SJRWMD PERMITTING REVIEW PROCESS.
8. PROJECT SHALL PROVIDE A YARD DRAIN ALONG THE NORTH PROPERTY LINE OF PARCEL 523715000060. THE INTENT IS TO PROVIDE A POSITIVE OUTFALL FOR THE EXISTING NEIGHBOR'S YARD THAT CURRENTLY FLOODS DURING MINOR AND MAJOR STORM EVENTS. FINAL DESIGN WILL BE DETERMINED DURING THE SJRWMD PERMITTING REVIEW PROCESS.

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 3 | 04-01-24 | MSD | REVISED PER CITY COMMENTS |
| 2 | 08-31-23 | MSD | REVISED PER CITY COMMENTS |
| 1 | 04-06-23 | MSD | REVISED PER CITY COMMENTS |

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1"=30' | MSD | LAT | MSD | 12-13-21 |

CONCEPT PLAN

PRELIMINARY PLAN

ANASTASIA COURT PROPERTY

HOLLY HILL, FL

PROJECT NO. 1567

1 OF 2

1567CON

Attachment: Preliminary Development Plan (2025-R-19 : Anastasia Ct - Resolution of Intent to Use Non-AD Valorem Assessment Collection Method)

# Legal Description

44-14-32 N 1/2 EXC N 225 FT OF E 100 FT OF LOT 18 BLK 20 M & C HOLLY HILL PER OR 4803 PGS 2221-2222 & EXC CENTER AVENUE 410 SUBDIVISION MB 54 PG 164 SEE 5337-49

Attachment: Legal Description of Pond Parcel (2025-R-19 : Anastasia Ct - Resolution of Intent to Use Non-AD Valorem Assessment Collection

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

| | |
|---|---|
| **MEETING DATE:** | **February 25, 2025** |
| **FROM:** | **Brian Walker** |
| **SUBJECT:** | **1538 Cordova Avenue - Variance Request** |
| **NUMBER:** | **(ID # 4792)** |
| **APPLICANT:** | **Jeffrey Lowe** |
| **PLANNER:** | **Brian Walker** |

## INTRODUCTION

**VARIANCE REQUEST: Cordova Ave. (1538)** - Request a side yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled, "Schedule of Dimensional Requirements." A variance from the required side yard setback of 8 feet to 5.8 feet for a parcel in the R-2 (Single-Family) zoning district, located on the west side of Cordova Avenue, approximately 330 feet south of Flomich Street and more particularly known as 1538 Cordova Avenue. (Jeffrey Lowe - Applicant).

## DISCUSSION

The lot at 1538 Cordova Avenue is part of Section C of the Rio Vista plat (Attached). The plat was approved on August 14, 1925, by the Town Council of Holly Hill. At the time of platting the lot was in compliance with the Survey Law, which had been passed two months earlier on June 11, 1925.

The side set back required for a structure in the R-2 zoning district is 8 feet. The existing house was built in 1955, before the existence of the City's Land Development Regulations. While on the south side, the house meets the required setback, on the north side it encroaches 2.2 feet into the setback. The applicant has applied to construct a 28 x 12 (336 square foot) addition to the house with features that will allow them to remain in the home as they age in place. The addition proposes to line up with the existing north end of the house and therefore also encroach 2.2 feet into the north side setback. However, in order to build into the setback, the applicant will need a variance.

## REQUESTED VARIANCE:

The request is for a variance from Section 114-765 of the Land Development Regulations of Holly Hill. (1) a side yard setback variance from 8 feet to 5.8 feet, in order to build a 336 square foot addition to the house.

In order to grant the variance requested the commission must find that the request meets the requirements of Sec. 82-317.

**VARIANCE CRITERIA - Sec. 82-317**

**CRITERIA No. 1:**
That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district:

FINDINGS OF FACT No. 1:
*The existing home was built in its current location on the lot in 1955 which was well before the existence of the City's Land Development Regulations and setback requirements. Therefore, it is staff's opinion that the special conditions are peculiar to the land and structure in this situation.*

Criteria met? *Yes*

**CRITERIA No. 2:**
That the special conditions and circumstances do not result from the actions of the applicant:

FINDINGS OF FACT No. 2:
*The existing home was built in its current location on the lot in 1955 which was well before the existence of the City's Land Development Regulations and setback requirements. The applicant did not create the existing legal-nonconformity.*

Criteria met? *Yes*

**CRITERIA No. 3:**
That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district:

FINDINGS OF FACT No. 3:
*This statement means that if a zoning variance is granted to an applicant, it should not give them an unfair advantage or special permission that other properties in the same zoning district do not have access to; essentially, the variance should only address unique hardships specific to the applicant's property, not create a new privilege compared to other similar properties nearby.*

*Granting the variance will allow the applicant's addition to encroach into the side setback. Other properties cannot do this. So, the question then becomes, what is the unique hardship upon which a variance could be granted? In this case it centers on the existing structure which is legal non-conforming and already encroaches into the side setback. So, the location of the existing building could be considered a specific hardship unique to this property. In this sense, it is staff's opinion that the request will not confer upon the applicant a special privilege denied to other lands or applicants in similar circumstances.*

Criteria met? *Yes*

**CRITERIA No. 4:**
That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this

subpart, and would work an unnecessary and undue hardship on the applicant:

FINDINGS OF FACT No. 4:
*The applicant is requesting an addition to their home which will allow for a walk-in shower, and the relocation of critical areas now accessible only by stairs, to areas that can be accessed without stairs. The purpose of the addition is so that the applicant can age in place. To disallow the addition could work an unnecessary and undue hardship on the applicant.*

Criteria met: *Yes*

**CRITERIA No. 5:**
That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure:

FINDINGS OF FACT No. 5:
*The lot does not meet the width required by the R-2 zoning district and the placement of the home on the lot does not meet current code requirements. The applicant is requesting that the addition be 28 feet in length in order to match up with the end of the existing structure which already encroaches into the side setback. While it may be possible to shorten the addition by a couple of feet and meet the setback, it is not clear whether or not this would be a reasonable approach given the existing layout.*

Criteria met? TBD

**CRITERIA No. 6:**
That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

FINDINGS OF FACT No. 6:
*Granting the variance is in harmony with the general intent and purpose of the Comprehensive Plan and will not be injurious to the area involved or otherwise detrimental to the public welfare.*

Criteria met? *Yes*

**FINDINGS OF FACT:** Staff finds that the applicant has substantially met the criteria as stated above to grant the requested variance.

**BOARD OF PLANNING AND APPEALS**

At its meeting on February 3, 2025, the Board of Planning and Appeals unanimously recommended that this variance request be approved.

**COMMISSION FINDINGS**: Based upon the findings of the City Commission, the Commission has available the options below with regard to the requested variance.

## MOTIONS:

Approve the request for a north side yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled, “Schedule of Dimensional Requirements.” A variance from the required side yard setback of 8 feet to 5.8 feet for a parcel in the R-2 (Single-Family) zoning district, located on the west side of Cordova Avenue, approximately 330 feet south of Flomich Street and more particularly known as 1538 Cordova Avenue.

## APPROVE WITH CONDITIONS

Approve the conditions stated, the request for a north side yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled, “Schedule of Dimensional Requirements.” A variance from the required side yard setback of 8 feet to 5.8 feet for a parcel in the R-2 (Single-Family) zoning district, located on the west side of Cordova Avenue, approximately 330 feet south of Flomich Street and more particularly known as 1538 Cordova Avenue.

## DENY

Deny the request for a north side yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled, “Schedule of Dimensional Requirements.” A variance from the required side yard setback of 8 feet to 5.8 feet for a parcel in the R-2 (Single-Family) zoning district, located on the west side of Cordova Avenue, approximately 330 feet south of Flomich Street and more particularly known as 1538 Cordova Avenue.

- Application (PDF)
- Map and Pictures (PDF)
- Plat (PDF)
- Rendering of Addition (PDF)
- Sec. 82-317 (PDF)
- Survey Back (PDF)
- Survey Front (PDF)

Variance



# INVOICE (INV-00001703)
# FOR CITY OF HOLLY HILL, FL

**BILLING CONTACT**
JEFF LOWE
LOWES ELECTRIC LLC
1538 CORDOVA AV AV
HOLLY HILL, FL 32117

HOLLY HILL
FLORIDA

| INVOICE NUMBER | INVOICE DATE | INVOICE DUE DATE | INVOICE STATUS | INVOICE DESCRIPTION |
|---|---|---|---|---|
| INV-00001703 | 06/04/2024 | 07/04/2024 | Due | NONE |

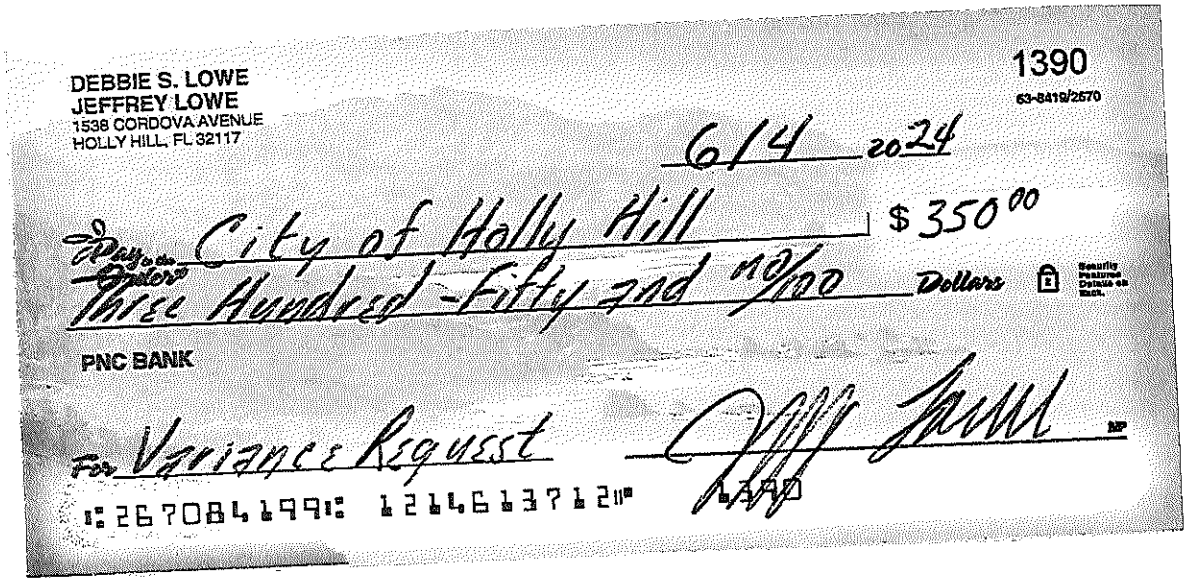
| REFERENCE NUMBER | FEE NAME | TOTAL |
|---|---|---|
| VAR-2024-000060- | Variance (Residential) | $350.00 |
| | **SUBTOTAL** | $350.00 |

| REMITTANCE INFORMATION |
|---|
| City of Holly Hill<br>1065 Ridgewood Ave<br>Holly Hill, FL 32117 |

**TOTAL** **$350.00**

Attachment: Application (4792 : 1538 Cordova Avenue - Variance Request)

pd



DEBBIE S. LOWE
JEFFREY LOWE
1538 CORDOVA AVENUE
HOLLY HILL, FL 32117

1390
63-8419/2570

6/4 2024

Pay to the Order City of Holly Hill $ 350.00

Three Hundred-Fifty and no/100 Dollars

Security Features Details on Back.

PNC BANK

For Variance Request

⑆267084199⑆ 1214613712⑈ 1390

VAR-2024-000060



V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

# VARIANCE

**COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING**

## PROPERTY

PARCEL ID #: 4242200502S0

ADDRESS: 1538 Cordova Ave

TOTAL ACREAGE: .18 RESIDENTIAL

USE OF PROPERTY: ☒ RESIDENTIAL ☐ NON-

ZONING: R2

FUTURE LAND USE:

TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☐ SCREEN ENCLOSURE ☒ ADDITION ☐ SINGLE FAMILY HOME

DESCRIPTION OF STRUCTURE:

TYPE OF VARIANCE:

| | | | |
|---|---|---|---|
| ☐ | FRONT YARD SETBACK | REQUIRED: ____ FT. | PROPOSED: ____ FT. |
| ☒ | SIDE YARD SETBACK | REQUIRED: 8 FT. | PROPOSED: 5.8 FT. |
| ☐ | SIDE STREET SETBACK | REQUIRED: ____ FT. | PROPOSED: ____ FT. |
| ☐ | REAR YARD SETBACK | REQUIRED: ____ FT. | PROPOSED: ____ FT. |
| ☐ | MINIMUM LOT SIZE | REQUIRED: ____ SQ. FT. | ACTUAL: ____ SQ. FT. |
| ☐ | WIDTH AT BUILDING LINE | REQUIRED: ____ FT. | ACTUAL: ____ FT. |
| ☐ | HEIGHT | REQUIRED: ____ FT. | PROPOSED: ____ FT. |

IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT? ☐ YES ☒ NO

IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT? ☐ YES ☒ NO

## OWNER

NAME: Jeffrey Lowe COMPANY:

ADDRESS: 1538 Cordova Ave

CITY: Holly Hill STATE: FL ZIP: 32117

PHONE: 386 338 2498 EMAIL: jeffLowe535@yahoo.com

Revised 2018

Attachment: Application (4792 : 1538 Cordova Avenue - Variance Request)

V#_____

RECEIVED
JUN 4 2024

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

## AGENT/CONSULTANT

| | | | |
|---|---|---|---|
| NAME: Jeffrey Lowe | COMPANY: | | |
| ADDRESS: 1538 Cordova Ave | | | |
| CITY: Holly Hill | STATE: Fl | ZIP: 32117 | |
| PHONE: 386-338-2498 | EMAIL: jeffLowe535@yahoo.com | | |

## APPLICATION TYPE/FEE

| | |
|---|---|
| ☒ VARIANCE – RESIDENTIAL | $350.00 PER VARIANCE |
| ☐ VARIANCE – COMMERCIAL | $500.00 PER VARIANCE |

## ATTACHMENT CHECKLIST

- ☑ APPLICATION
- ☑ APPLICATION FEE
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☑ QUESTIONNAIRE
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ APPLICANT AUTHORIZATION FORM, IF APPLICABLE
- ☑ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☑ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN)
- ☑ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY
- ☐ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY N/A
- ☐ PHOTOGRAPHS, IF DESIRED

Revised 2018

Attachment: Application (4792 : 1538 Cordova Avenue - Variance Request)

V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.

_____ 6/3/24

**SIGNATURE OF OWNER/AUTHORIZED APPLICANT** **DATE**

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

We purchased this property approximately 3½ years ago. Upon receiving an updated survey to apply for permitting our proposed addition, we were told our lot was non-conforming due a side set back issue on the north property line. This condition appears to occur throughout this neighborhood.

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.

This home was built in 1955. The existing footprint was set at that time. We seek only to align the new portion of wall with the existing structure as it was originally plotted.

Revised 2018

Attachment: Application (4792 : 1538 Cordova Avenue - Variance Request)

V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

The granting of this variance would allow the addition to match the existing footprint of the home.

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

The purpose of the addition is to allow us to age in place. The current home has only one bathroom. We would like to add a walk-in shower & relocated the laundry equipment into the addit My wife + I are in our sixties and navigating the stairs to the laundry area in the garage, while doable now, may not be soon.

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Without being allowed to align the new & existing structu access to the new restroom/laundry area would be a best difficult to nearly impossible.

Attachment: Application (4792 : 1538 Cordova Avenue - Variance Request)

V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

6. Describe how the granting of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Allowing the variance would do nothing more than extend the existing sight line of the structure on the North side.

Attachment: Application (4792 : 1538 Cordova Avenue - Variance Request)

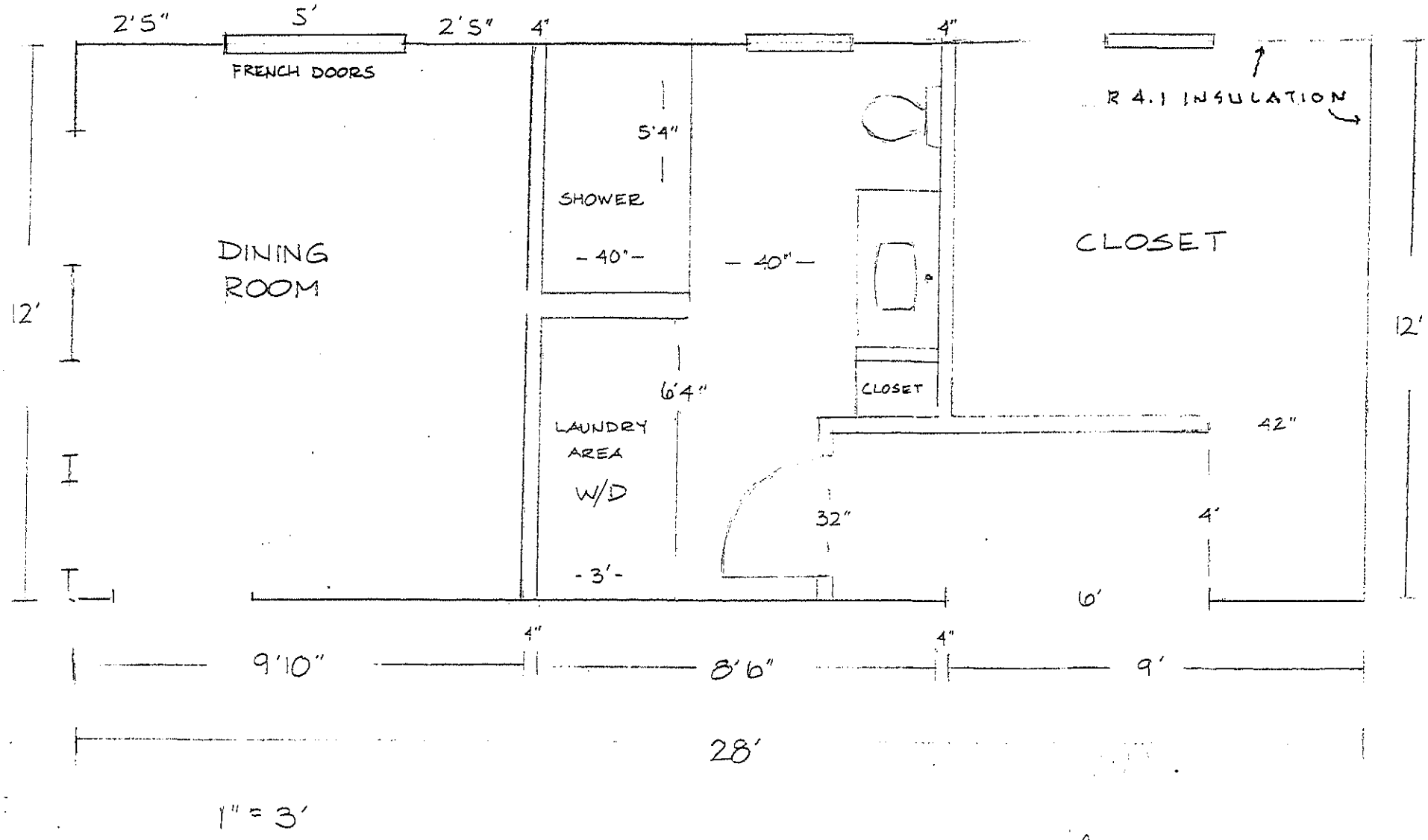
Attachment: Application (4792 : 1538 Cordova Avenue - Variance Request)



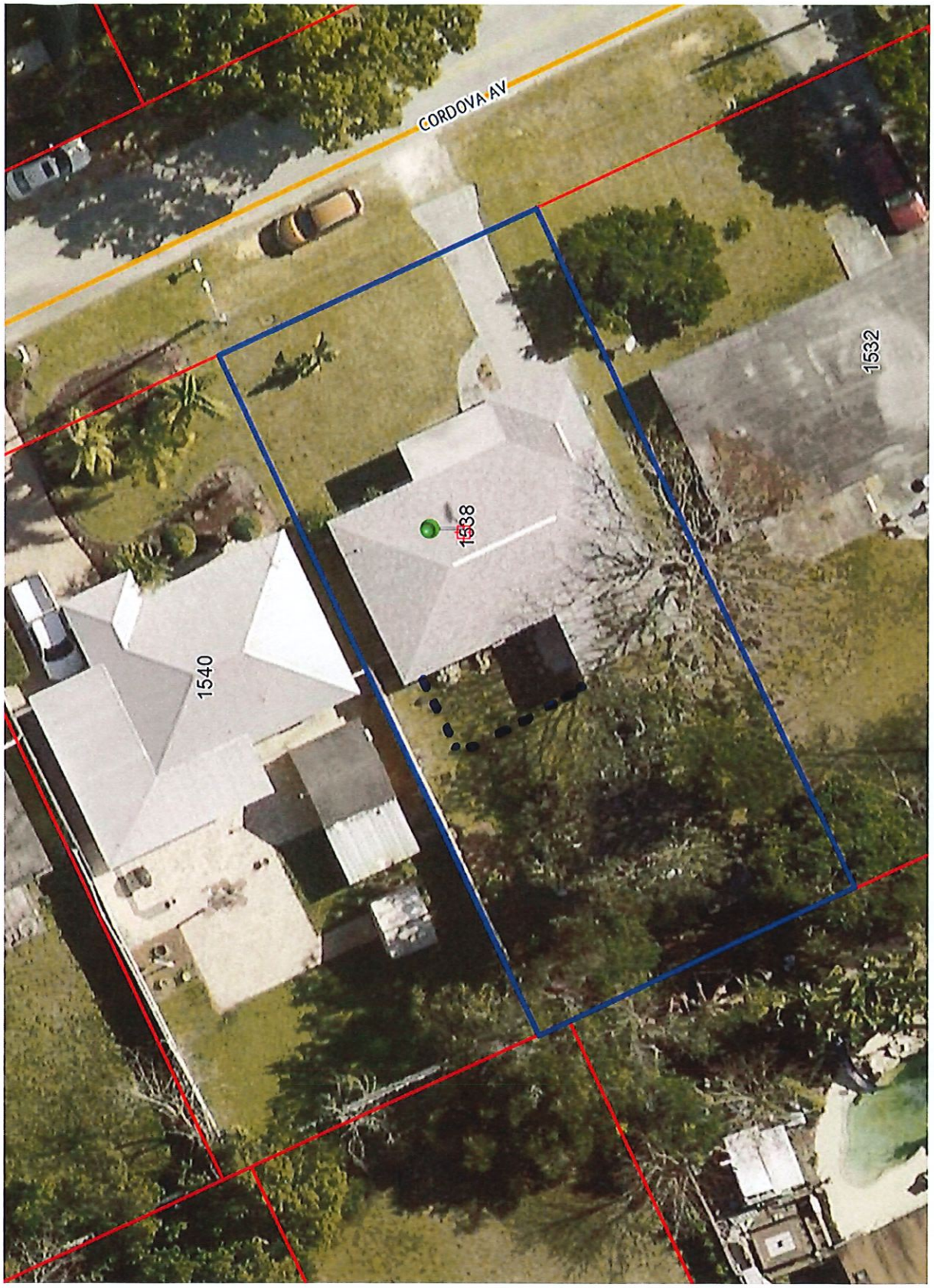
Applr
1538 Cordova Ave.
Holly Hill, FL 32117

# NEW ADDITION

PROVIDE FILLED CELLS ON EITHER SIDE OF OPENINGS, CORNERS + AT EXIST. WALL AND MAX. 6' O. C.




1" = 3'

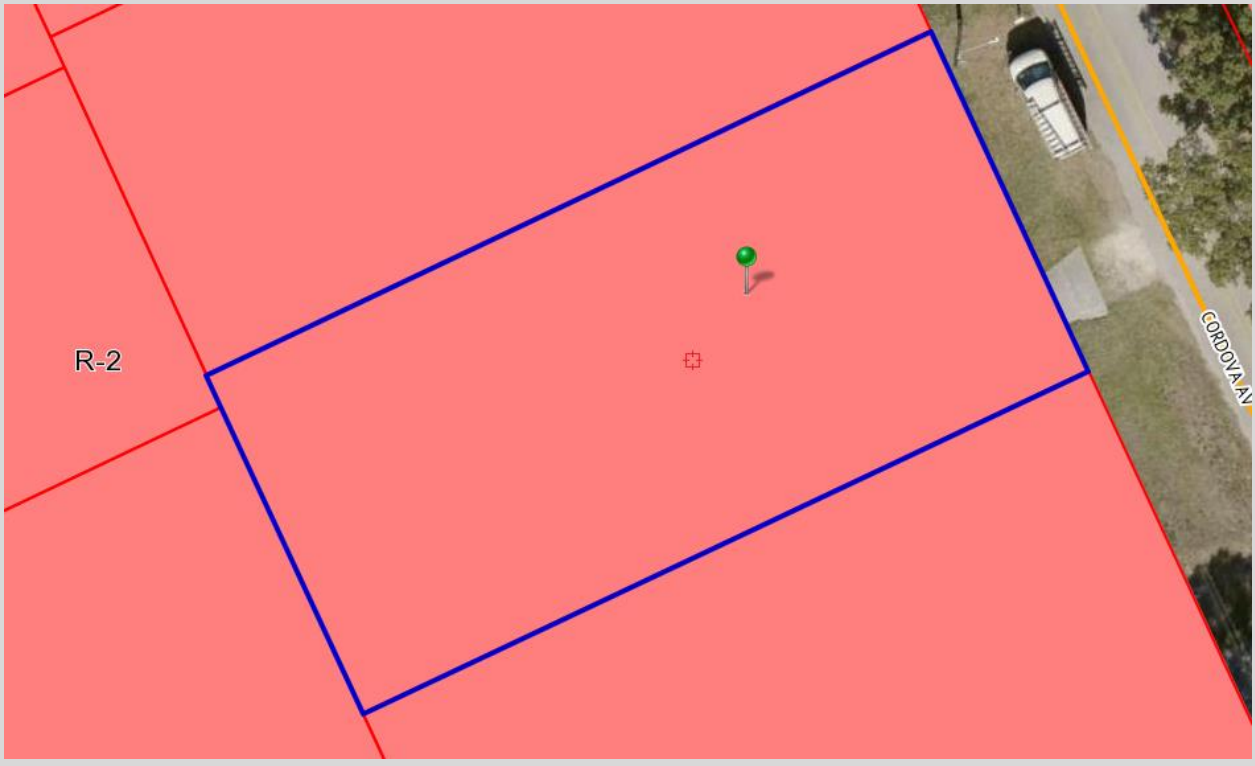



Attachment: Application (4792 : 1538 Cordova Avenue - Variance Request)

## LOCATION MAP – 1538 CORDOVA AVE.




## R-2 SINGLE-FAMILY ZONING



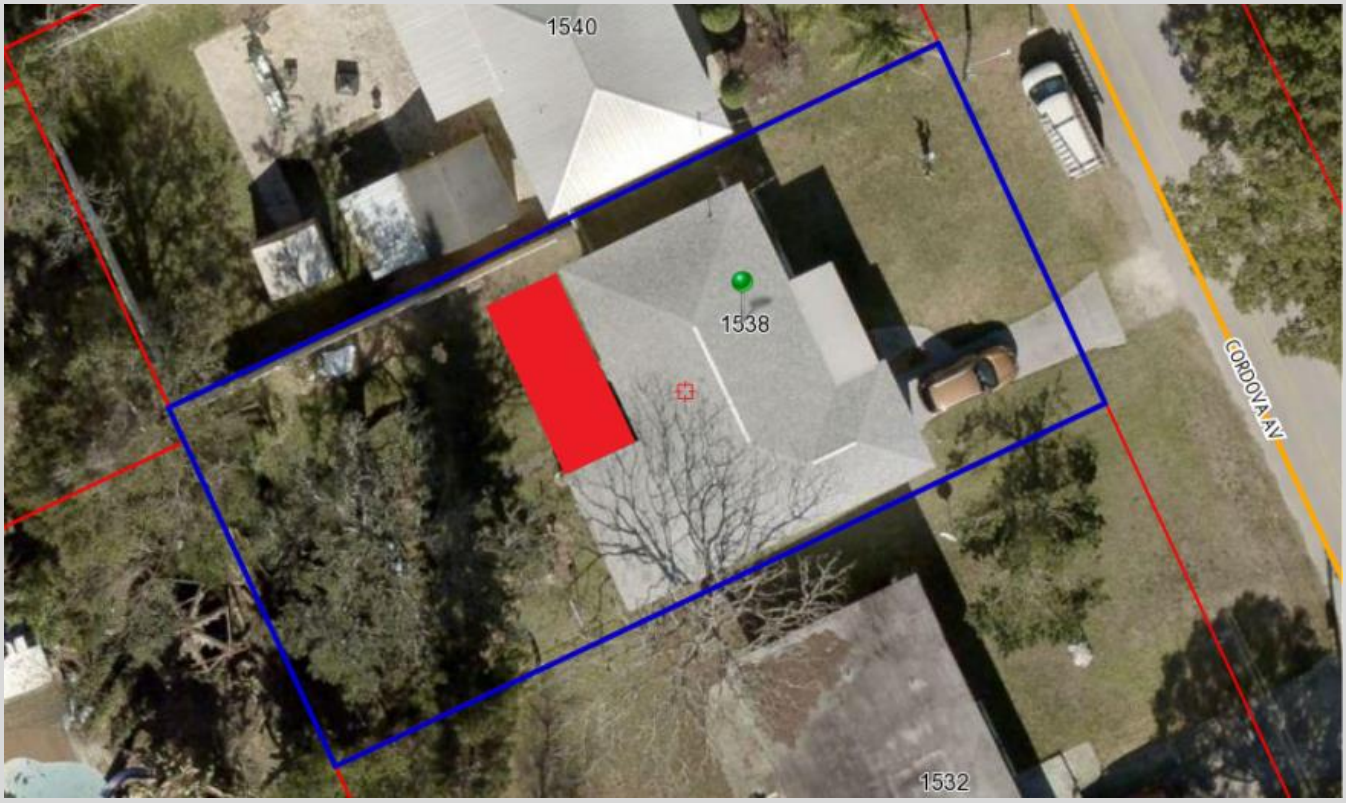
## FRONT OF HOUSE



## REAR OF HOUSE



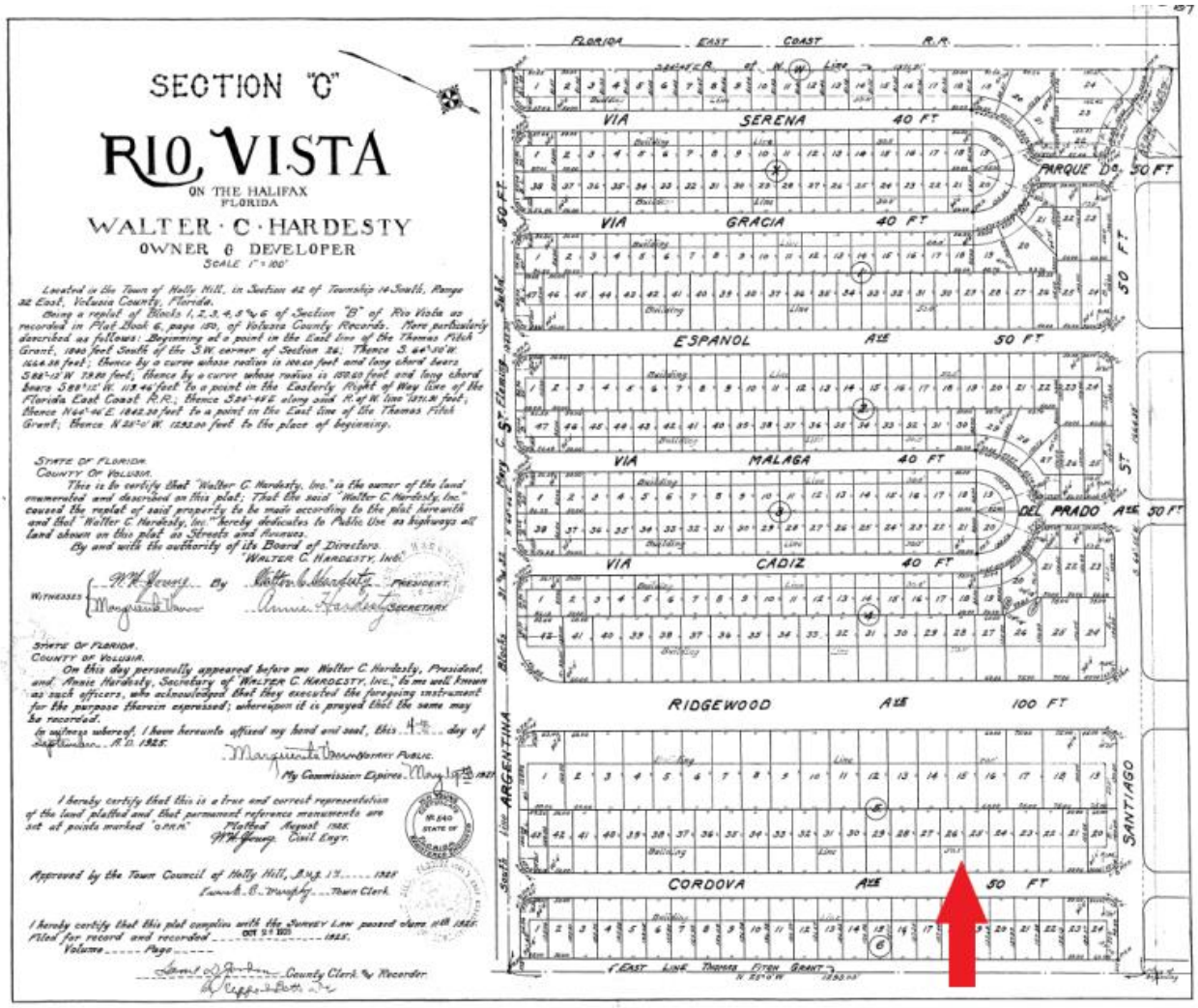
## AREA OF PROPOSED ADDITION






## Approximate location of 1538 Cordova Avenue on the Rio Vista Plat

S 35 FT OF LOT 25 & N 25 FT OF LOT 26 BLK 5 RIO VISTA MB 10
PG PER OR 3974 PG 0972 PER OR 6191 PGS 0259-0260 PER OR 7883
PG 3238 PER OR 7981 PG 2673 PER OR 8555 PG 0132




Attachment: Plat (4792 : 1538 Cordova Avenue - Variance Request)

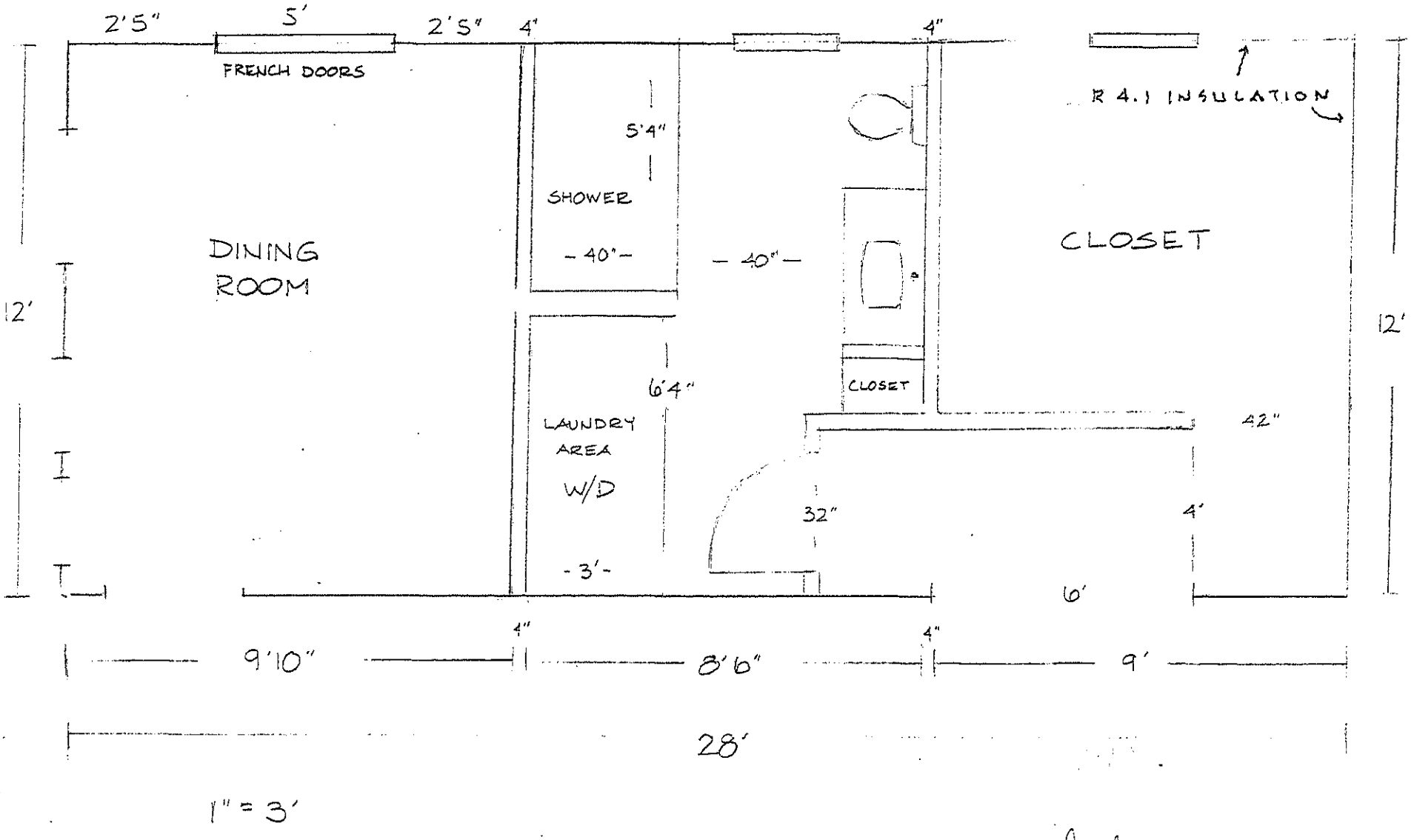
Attachment: Rendering of Addition (4792 : 1538 Cordova Avenue - Variance Request)



1538 Cordova Ave.
Holly Hill, FL 32117

# NEW ADDITION

PROVIDE FILLED CELLS ON EITHER SIDE OF OPENINGS, CORNERS + AT EXIST. WALL AND MAX. 6' O.C.




1" = 3'

V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.

_____ 6/3/24

**SIGNATURE OF OWNER/AUTHORIZED APPLICANT** **DATE**

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

We purchased this property approximately 3½ years ago. Upon receiving an updated survey to apply for permitting our propo addition, we were told our lot was non-conforming due a side se back issue on the north property line. This condition appears to occur throughout this neighborhood.

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.

This home was built in 1955. The existing footprint was set at that time. We seek only to align the new portion of wall with the existing structure as it was original plotted.

Revised 2018

Attachment: Sec. 82-317 (4792 : 1538 Cordova Avenue - Variance Request)

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3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

The granting of this variance would allow the addition to match the existing footprint of the home.

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

The purpose of the addition is to allow us to age in place. The current home has only one bathroom. We would like to add a walk-in shower & relocated the laundry equipment into the addit My wife & I are in our sixties and navigating the stairs to the laundry area in the garage, while doable now, may not be soon.

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Without being allowed to align the new & existing structu access to the new restroom/laundry area would be a best difficult to nearly impossible.

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6. Describe how the granting of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Allowing the variance would do nothing more than extend the existing sight line of the structure on the North side.

Attachment: Sec. 82-317 (4792 : 1538 Cordova Avenue - Variance Request)

**SURVEY REPORT**
Sheet 2 of 2

## LEGAL DESCRIPTION:

The South 35 feet of Lot 25 and the North 25 feet of Lot 26, Block 5, Section C, Rio Vista, a subdivision in Holly Hill, as recorded in Map Book 10, Page 69, Public Records of Volusia County, Florida.

## GENERAL NOTES:

1. Field survey completed 02/12/24.
2. Bearing basis is Plat: S25°10'00"E along the westerly line of Cordova Avenue.
3. Underground utilities were not located except as shown.
4. No title search has been performed by or provided to Myer Land Surveying, Inc.
5. Dimensions shown are feet and decimals thereof.
6. Underground foundation not located.
7. Zoning district and setbacks per Holly Hill Land Development Code.
8. Elevations are North American Vertical Datum.

**GENERAL LEGEND:**

| | | | |
|---|---|---|---|
| A | Arc length | N&D | Nail and disc |
| A\C | Air conditioning pad | NGVD | National Geodetic Vertical Datum |
| A\U | Aerial utilities | P | Pool pump |
| C | Cable TV service | PC | Point of curve |
| CALC | Calculation | PCC | Point of compound curve |
| CB | Catch basin | PCP | Permanent control point |
| CL | Centerline | POB | Point of beginning |
| CLF | Chain link fence | POC | Point of commencement |
| CM | Concrete monument | PP | Pinched pipe |
| CMP | Corrugated metal pipe | PRC | Point of reverse curve |
| CONC | Concrete | PT | Point of tangent |
| CR | Cable riser | PVC | Polyvinyl chloride |
| D | Delta | R | Radius |
| DESC | Description | R&C | Rod and cap |
| (E) | Electric meter | RCP | Reinforced Concrete Pipe |
| E(LY) | East(erly) | REC | Recovered |
| EMT | Electrical metal tubing | RLS | Registered land surveyor |
| FD | Found | R\W | Right of Way |
| FLD | Field | (S) | Utility services |
| G | Gas meter | S(LY) | South(erly) |
| FPL | Florida Power and Light | T | Telephone service |
| FPLS | Florida Professional Land Surveyor | TYP | Typical |
| | | U | Utility pole |
| IP | Iron pipe | [W] | Water meter |
| L | Light pole | W(LY) | Westerly |
| LB | Licensed business | WF | Wooden fence |
| N(LY) | North(erly) | | |

(This Survey Report is not valid unless signed, embossed with signatory's seal and accompanied by Map of Boundary Survey, Job No. 24133.)
**MICHAEL M. MYER, PSM LS4006**

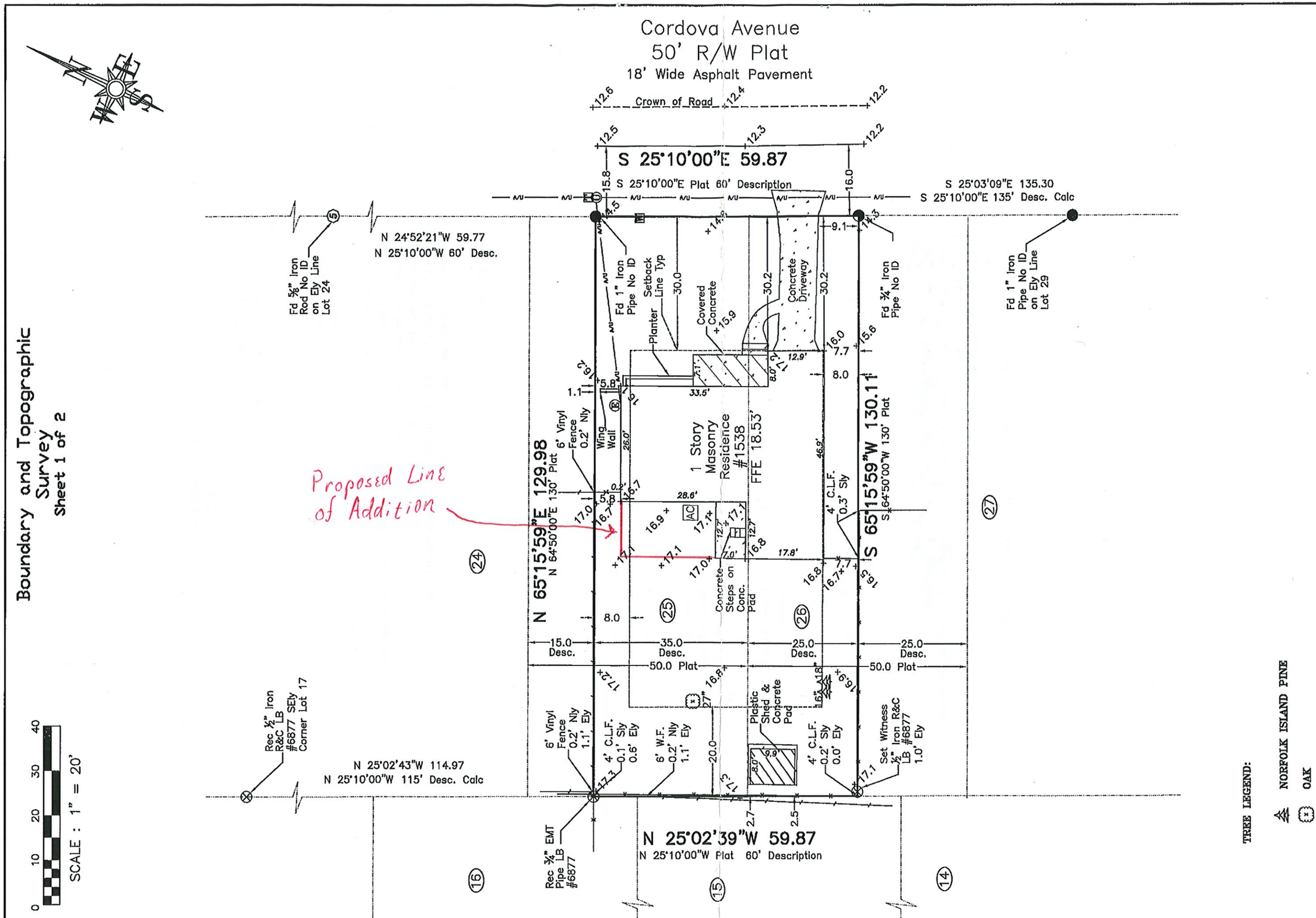
**Report and map of survey are exclusively prepared for the benefit of:**
Jeffrey and Debbie Sue Lowe

Job No. 24133
CRD #89147 FB 359, pp 5, 6





Attachment: Survey Back (4792 : 1538 Cordova Avenue - Variance Request)




Boundary and Topographic Survey
Sheet 1 of 2

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone MyerLandSurveying@Gmail.Com

| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1" = 20' | | AJS | MMM | 2/21/202 |

TREE LEGEND:

NORFOLK ISLAND PINE

OAK

NOTE:
Number beside tree indicates diameter at 4.5' Above Grade.

(Not valid unless accompanied by sheet 2, Survey Report)

Job Number 24133 Crd #89147
FB 359 @ 5-6

Attachment: Survey Front (4792 : 1538 Cordova Avenue - Variance Request)