CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JUNE 25, 2024

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
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

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 John Penny
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - June 11, 2024 - 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 –2024-R-43 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 Services for the Project Tidal Backflow Preventer Not to Exceed $68,089; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2024-R-44 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the FY2024/2025 CDBG Annual Plan Application as Submitted; Providing for Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2024-R-45 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Three (3) Year Contract, with the Option for Two One Year Renewals, with H&H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2024-2025

   (Requested by Valerie Manning, City Clerk)

5. JAG Grant FY2023 Allocation of Funds

   (Requested by Valerie Manning, City Clerk)

6. Brown & Brown - Second One-Year Renewal Agreement - Employee Benefits Insurance Agent of Record

(Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

1. Resolution –2024-R-46 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Replacement Playground at Sunrise Park and Authorizing the City Manager to Execute a Contract with the Awarded Vendor; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Lien Reduction - 654 6Th Street

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

6. PUBLIC HEARINGS - NONE

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.

7. COMMUNICATIONS

A. City Manager Comments

   a. Community Development Block Grant Disaster Recovery Funds (CDBG-DR) Applications

      (Requested by Joseph Forte, City Manager)

B. City Attorney Comments
C. City Commission Comments
D. Mayor's 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: **June 25, 2024**
FROM: **Valerie Manning**
SUBJECT: **Minutes - June 11, 2024 - Regular City Commission Meeting**
NUMBER: **(ID # 4535)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the June 11, 2024 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - June 11, 2024 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JUNE 11, 2024

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

Commissioner Penny made a motion to ***EXCUSE Commissioner Johnson from the meeting tonight due to health issues,*** *seconded by Commissioner Currie.*

Mayor Via opened public comments. No one spoke.

PASSED, 4-0.

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Excused	

b. Invocation by Mayor Chris Via

Mayor Via led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

David Knopf, Holly Hill; Gabriel Varga, Ormond Beach; Arthur Byrnes, Holly Hill.

3. APPROVAL OF MINUTES

1.

Minutes - May 28, 2024 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public comments. No one spoke.

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

Enacted and approved this 11th day of June, 2024, in Holly Hill

4. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda. There was no one.

1. –2024-R-36 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order No. 2 with Tetra Tech, Inc., for Disaster Public Assistance Consulting Services, Extending the Period of Performance through December 31, 2024 and Increasing the Not-To-Exceed Amount of the Agreement to $169,851.31 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION
2024-R-36
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER NO. 2 WITH TETRA TECH, INC., FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $169,851.31 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 CHANGE ORDER NO. 2 WITH TETRA TECH, INC., FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024 AND

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INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $169,851.31 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved an agreement with Tetra-Tech, Inc., for disaster public assistance consulting in an amount not to exceed $160,000 on November 22, 2022 through Resolution 2022-90; and

WHEREAS, "No Cost" Change Order No. 1 was fully executed on September 26, 2023, extending the period of performance through May 23, 2024; and

WHEREAS, due to extensive FEMA review, an additional change order has been proposed extending the period of performance through December 31, 2024 and increase the "not to exceed" cost to $169,851.31.

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

SECTION 1. That the City Commission does hereby approve Change Order No. 2 with Tetra Tech, Inc., for disaster public assistance consulting services, extending the period of performance through December 31, 2024 and increasing the not-to-exceed amount to $169,851.31 and authorizes 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 11th day of JUNE, 2024.

Enacted and approved this 11th day of June, 2024, in Holly Hill

2. –2024-R-37 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Second Amendment to the Interlocal Fuel Agreement Between Volusia County and the City of Holly Hill, Extending the Terms of the Agreement through September 30, 2027; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION
2024-R-37
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE INTERLOCAL FUEL AGREEMENT BETWEEN VOLUSIA COUNTY AND THE CITY OF HOLLY HILL, EXTENDING THE TERMS OF THE AGREEMENT THROUGH SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE INTERLOCAL FUEL AGREEMENT BETWEEN VOLUSIA COUNTY AND THE CITY OF HOLLY HILL, EXTENDING THE TERMS OF THE AGREEMENT THROUGH SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 18, 2018, the City of Holly Hill entered into an Agreement with the County of Volusia for an interlocal fuel agreement; and

WHEREAS, the initial term of the Agreement was three (3) years, beginning on October 1, 2018 and ending on September 30, 2021; and

WHEREAS, the parties amended the Agreement through "Amendment No. 1", extending the term of the Agreement through September 30, 2024, and making other changes to the Agreement's terms and exhibits; and

WHEREAS, Part I, Section 8 of the Agreement allows the parties to renew the Agreement by mutual agreement; and

WHEREAS, Volusia County and the City of Holly Hill desire and agree to renew the Agreement.

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

SECTION 1. That the City Manager is hereby authorized to execute a second amendment to the Interlocal Fuel Agreement between the City of Holly Hill and the County of Volusia.

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SECTION 2. That the term of this agreement shall commence on October 1, 2024 and end on September 30, 2027.

SECTION 3. 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, or force, or effect of any other section or part of this Resolution.

SECTION 4. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of JUNE, 2024.

Enacted and approved this 11th day of June, 2024, in Holly Hill

3. –2024-R-38 Resolution

A Resolution of the City of Holly Hill, Florida, Awarding a Task Order to Black Sands Development Group for the Golf Course Reclaimed Water Improvement Project at a Cost of $67,509.66 and Authorizing the City Manager to Execute the Same; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION
2024-R-38
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE GOLF COURSE RECLAIMED WATER IMPROVEMENT PROJECT AT A COST OF $67,509.66 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE GOLF COURSE RECLAIMED WATER IMPROVEMENT PROJECT AT A COST OF $67,509.66 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City wishes to improve the current reclaimed feed to the Riviera Country Club Reclaimed pond used for golf course irrigation; and

WHEREAS, the City entered into a contract with Black Sands Development Group through Resolution No. 2024-13 for Utility Infrastructure & Restoration Services; and

WHEREAS, the Black Sands Development Group provided a Task Order utilizing unit pricing under their City service contract agreement for $67,509.66 for the Golf Course Reclaimed Improvements; and

WHEREAS, improving reclaimed irrigation reuse is consistent with the City Utility SB 64 for Capital Funding Plan to reduce river effluent discharge.

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

SECTION 1. That the City Commission accept Black Sands task order for $67,509.66 for Golf Course Reclaimed Improvements, Capital Project 24WW02.

SECTION 2. That the City Commission of the City of Holly Hill does hereby award the Task Order to Black Sands Development Group, pursuant their approved service contract approved as Resolution No. 2024-13 and authorize the City Manager to enter into a Task Order purchase agreement with Black Sands Development Group to provide for the Construction of the Golf Course Reclaimed Improvements.

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 11h day of JUNE, 2024.

Enacted and approved this 11th day of June, 2024, in Holly Hill

4. –2024-R-39 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Third Renewal Franchise Agreement Between the City of Holly Hill and TECO Peoples Gas for October 1, 2024 - October 31, 2029; Providing for Severability; and Providing for an Effective Date.

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(Requested by Valerie Manning, City Clerk)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION
2024-R-39
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD RENEWAL FRANCHISE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND TECO PEOPLES GAS FOR OCTOBER 1, 2024 - OCTOBER 31, 2029; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD RENEWAL FRANCHISE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND TECO PEOPLES GAS FOR OCTOBER 1, 2024 - OCTOBER 31, 2029; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 11, 2022 the City Commission approved a request to retroact and renew the original Franchise Agreement/Ordinance 2858 from October 2019-October 2024; and

WHEREAS, its first 4 successive 5 year renewal options were approved on October 11, 2022 as follows: 2024-2029; 2029-2034; and 2034-2039; and

WHEREAS, the City Commission desires to authorize the City Manager to execute a third renewal Franchise Agreement for October 1, 2024 - October 31, 2029 between The City of Holly Hill and TECO Peoples Gas.

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

SECTION 1. That the City Manager is hereby authorized to sign the third renewal Franchise Agreement with TECO Peoples Gas **attached hereto**.

SECTION 2. That the term of this agreement shall commence on October 1, 2024 and end on October 31, 2029.

SECTION 3. 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, or force, or effect of any other section or part of this Resolution.

SECTION 4. That this Resolution shall take effect immediately upon its

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adoption.

APPROVED AND AUTHENTICATED on this 11th day of JUNE, 2024.

Enacted and approved this 11th day of June, 2024, in Holly Hill

5. REGULAR AGENDA

1. –2024-R-40 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase of the "Not to Exceed" Cost of Electrical Repairs with Economy Electric for the Wastewater Division, Water Division and Facilities Division from $50,000 Annually to $75,000 Annually and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Via opened public comments. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION
2024-R-40
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE OF THE "NOT TO EXCEED" COST OF ELECTRICAL REPAIRS WITH ECONOMY ELECTRIC FOR THE WASTEWATER DIVISION, WATER DIVISION AND FACILITIES DIVISION FROM $50,000 ANNUALLY TO $75,000 ANNUALLY 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 AN INCREASE OF THE "NOT TO EXCEED" COST OF ELECTRICAL REPAIRS WITH ECONOMY ELECTRIC FOR THE WASTEWATER DIVISION, WATER DIVISION AND FACILITIES DIVISION FROM $50,000 ANNUALLY TO $75,000 ANNUALLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved the piggybacking of a Volusia County Master Agreement with La Tour Enterprizes, Inc., dba Economy Electric on April 11,

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2023 and established a not to exceed cost of $50,000 annually; and

WHEREAS, substantial repairs have been required during the current fiscal year in the Wastewater Treatment Facility; and

WHEREAS, an increase to the "Not to Exceed" price is needed in order to ensure that adequate funding remain available for emergency repairs for the remainder of the current fiscal year.

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

SECTION 1. That the City Commission does hereby approve an increase of the "Not to Exceed" cost of electrical repairs with Economy Electric for the wastewater, water and facilities divisions from $50,000 to $75,000 annually and authorizes 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 adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 11th day of JUNE, 2024.

Enacted and approved this 11th day of June, 2024, in Holly Hill

2. –2024-R-41 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Relating to the Florida Department of Environmental Protection Drinking Water State Revolving Fund Loan Program; Making Findings; Authorizing the Loan Application; Authorizing the Loan Agreement; Designating an Authorized Representative; Providing Assurances; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES;

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PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Via opened public participation.

Arthur Byrnes, Holly Hill.

Mayor Via closed public participation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION
2024-R-41
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDINF FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the water treatment plant (WTP) improvements and resiliency upgrades; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

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WHEREAS, the Drinking Water State Revolving Fund (DWSRF) loan priority list designates Project No. 6410B as eligible for available funding from the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI); and

WHEREAS, the City of Holly Hill, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the Drinking Water State Revolving Fund for project financing.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Holly Hill, Florida is authorized to apply for a loan from the FDEP's DWSRF in the amount of $11,250,000 to finance the water treatment plant (WTP) improvements and resiliency upgrades.

SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 7. All resolutions or part of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

SECTION 8. 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 9. This resolution shall become effective immediately upon its approval.

APPROVED AND AUTHENTICATED on this 11th day of JUNE, 2024.

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Enacted and approved this 11th day of June, 2024, in Holly Hill

3. -2024-R-42 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Relating to the Florida Department of Environmental Protection Clean Water State Revolving Fund Loan Program; Making Findings; Authorizing the Loan Application; Authorizing the Loan Agreement; Designating an Authorized Representative; Providing Assurances; Providing for Conflicts; Providing for Severability, and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Upon reading the title of the Resolution into the record during the City Commission meeting, it was then recognized that Resolution 2024-R-42 was similar to Resolution 2024-R-41. Therefore, after consulting and reviewing with Attorney Simpson, Mr. Khoury, Mr. Blais from Mead & Hunt, Inc., and Mr. Forte, the word "Clean" Water State Revolving Fund Loan was the correct word for this specific Resolution and in Section 2., of the Resolution, the amount should be $9,300,000 and the third "Whereas", the correct project number is Project No. 6410A.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Via opened public comments. No one spoke.

With those modifications from staff and with the City Attorney, Resolution 2024-R-42 passed unanimously.

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION
2024-R-42
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the wastewater treatment plant (WWTP) improvements and resiliency upgrades; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 6410A as eligible for available funding from the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI); and

WHEREAS, the City of Holly Hill, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

Attachment: Minutes - June 11, 2024 - Regular City Commission meeting (4535 : Minutes)

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Holly Hill, Florida is authorized to apply for a loan from the FDEP's CWSRF in the amount of $9,300,000.00 to finance the wastewater treatment plant (WWTP) improvements and resiliency upgrades.

SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 7. All Resolutions or part of Resolutions in conflict with any of the provisions of this resolution are hereby repealed.

SECTION 8. 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 9. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 11th day of JUNE, 2024.

Enacted and approved this 11th day of June, 2024, in Holly Hill

6. PUBLIC HEARINGS

1. –2024-O-3078 Ordinance

Attachment: Minutes - June 11, 2024 - Regular City Commission meeting (4535 : Minutes)

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Creating Separation Requirements and Adding Definitions; Amending Sections 114-353 and 114-593 and 78-14 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation.

Heidi Heller, Holly Hill and Gabriel Varga, Ormond Beach.

Mayor Via closed public participation.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

ORDINANCE
2024-O-3078
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SEPARATION REQUIREMENTS AND ADDING DEFINITIONS; AMENDING SECTIONS 114-353 AND 114-593 AND 78-14 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SEPARATION REQUIREMENTS AND ADDING DEFINITIONS; AMENDING SECTIONS 114-353 AND 114-593 AND 78-14 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to clearly define what is meant by a "pharmacy"; and

WHEREAS, the Florida Legislature has required that medical marijuana dispensaries be allowed anywhere a pharmacy is sited, or not allowed at all; and

WHEREAS, the City Commission desires to respect the will of the voters by allowing licensed medical marijuana dispensaries; and

WHEREAS, the City desires to prevent negative impacts resulting from clusters of multiple state-licensed marijuana retail facilities located in close proximity; and

WHEREAS, the City Commission recognizes the need for reasonable regulations intended to provide economic development and entrepreneurial opportunities while also

Attachment: Minutes - June 11, 2024 - Regular City Commission meeting (4535 : Minutes)

protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill.

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2. Add the following definition to Chapter 78 - GENERAL PROVISIONS, Sec. 78-14. - Definitions.

Pharmacy. An establishment engaged in the retail sale of prescription drugs. Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service. The term also includes licensed medical marijuana treatment centers / dispensaries.

SECTION 3. That the entire language of Sections 114-353 (5) and 114-593 (26) is repealed and replaced with the following:

Pharmacies, to include licensed medical marijuana treatment centers/dispensaries, shall not be located within one mile "as the crow flies" of another pharmacy. The distance shall be measured as the linear distance between the two closest property lines.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 6. CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the City of Holly Hill's Land Development Code and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 1, 4, 5, 6, 7, and 8 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 7. APPLICABILITY. Pharmacies that do not meet the requirements of this Ordinance and that exist at the time of the passage of this Ordinance, may be continue.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of JUNE, 2024 for second and final reading.

Attachment: Minutes - June 11, 2024 - Regular City Commission meeting (4535 : Minutes)

Enacted and approved this 11th day of June, 2024, in Holly Hill

7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte informed everyone that the city has selected a new Police Chief, Byron K. Williams from Daytona Beach. He serves as the Captain of that Police Department. There is an anticipated hire date of July 15th. There were 50 highly qualified applicants and through a meticulous screening process, staff narrowed the candidates selection to 14 then to 6 candidates who underwent formal interviews, which were conducted by several Police Chiefs from neighboring agencies; Ormond Beach, Daytona Beach Shores and Ponce Inlet, along with myself, and Ms. Witt the city's Human Resources Manager. The next process is that Police Chief Williams will now undergo an extensive background check/investigation, which will be overseen by Police Chief Fowler from Daytona Beach Shores. We would like to invite everyone to a Swearing-In Ceremony for Police Chief Williams upon the successful completion of this next process. That ceremony will be on Tuesday, July 9th at 6:00 PM here in the Commission Chambers. There will be a "Meet and Greet" with the community as well but a date and time hasn't been determined yet. He will keep them posted on that.

a.

Plaque Discussion

(Requested by Joseph Forte, City Manager)
Mr. Forte pulled the plaque discussion from his comments.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Danio stated Mayor, some people are in occupations that may not be the best representative of those occupations and reflect that as such. He thinks sometimes those people may get carried away with their comments but the Commission doesn't hold anything against the you because you were speaking for all of us. Please remember to keep Commissioner Johnson in your prayers.

Commissioner Penny asked and/or suggested a possible groundbreaking ceremony for the Holly Hill RV Park that is underway; the Kiwanis Reading program has started today with the students at the Holly Hill School and it's been a good turnout so far, 75 kids today and eight readers - Tuesdays and Thursdays from 9:00 AM - 11:00 AM; more readers are welcome; the new school Principal will be starting soon and Mr. Voges is still there on campus for a little while wrapping things up for the new school Principal.

Commissioner Currie shared her concerns pertaining to individual(s) *(referring to Gabriel Varga's public comments tonight)* who spew rhetoric that has so much negativity

Attachment: Minutes - June 11, 2024 - Regular City Commission meeting (4535 : Minutes)

and hatefulness that it's hard for her to take them serious in their occupation that they have chosen. There is so much hateful, untrue stuff from this individual that it's hard for her to listen to him anymore. Commissioner Currie expressed her support for the Holly Hill Police Department and is looking forward to positive changes and outcomes with the new Police Chief taking office. The IA investigation has been completed, but there is still a review process for the next steps to be taken and by law, the timeline is 45 days that is allotted for the City Manager to read through the IA to determine what happens next. Once he has determined those factors, it will be available for anyone who wants to see it after it has been redacted accordingly by law by a staff member. Mr. Forte is fully transparent with the public and always has been.

D. Mayor's Comments

Mayor Via thanked Mr. Forted for the time and entire process of selecting a new Police Chief and appreciates the other Police Chiefs from the other agencies stepping up and helping the city out during that process. He's looking forward to meeting him and the future is looking bright for the Holly Hill Police Department. Mayor Via mentioned that he and Mr. Forte met with the officers last week; he was there to listen and to hear them out. There was a lot of rumors going on downstairs and a lot of uncertainty about the future of the department, their career and what would happen. Mr. Forte was honest and transparent with them and he appreciates that and he knows that the officers did as well. Some were upset but he doesn't want to say it in a bad way upsetting; they were passionate and they asked Mr. Forte to let them please rebuild the agency that they love and they want to see that it regains all of the trust and respect that it deserves. Mayor Via mentioned he walked out of that meeting with a renewed sense of passion for the officers and then Mr. Forte and himself met with them again a week later and that was a much happier discussion and Mr. Forte let the officers know the direction that the city was headed in, which was rebuilding the department. Mayor Via thanked Mr. Forte for taking that approach and telling them the truth and being transparent with them and for the integrity that he has. Mayor Via asked the citizens to support the Police Department. Mayor Via shared his concerns regarding Mr. Varga's comments and his negativity towards the city and Commissioners and staff. Mayor Via met with Jimmy Patronis, the CFO (Chief Financial Officer) last week and discussed some things but particularly they found a little money for the city but he doesn't know the amount just yet. Mr. Patronis is going to get some money back from the coffers that's owed to the city.

8. ADJOURNMENT

The meeting adjourned at approximately 7:20 PM.

Attachment: Minutes - June 11, 2024 - Regular City Commission meeting (4535 : Minutes)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 25, 2024**
FROM: **Antoine Khoury**
SUBJECT: **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 Services for the Project Tidal Backflow Preventer Not to Exceed $68,089; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-43**
APPLICANT:
PLANNER:

DISCUSSION:

The Tidal Backflow Preventer Project involves the installation of up to 8 tidal backflow preventers on existing storm outfalls along Riverside Drive between 2nd Street and 7th Street. It is anticipated that the backflow preventers will be installed on either the seawall (if existing), endwall, inside an existing structure or, if the existing structure is not of a sufficient size, a new structure. The new structure would be designed to accept the backflow preventer and low for maintenance. Engineering services include project management, coordinating construction contract execution, prepare issued for construction documents, pre-construction meeting, progress meetings, provide agendas and summaries for all design and construction meetings, shop drawing review, certification of project completion and project closeout. The scope of services from Mead & Hunt, Inc., is attached as Exhibit A.

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract for a term of five (5) years with Mead & Hunt on January 25, 2022 for a period of three (5) years with (2) (1) year renewal options.

Funding for this project has been included in Fiscal Year budget 202/2024. $68.089 for this engineering design has been budgeted in account number 461-8110-580-6300 and Project Code 24SW01. The total estimated construction cost for this project is between $700,000 and $750,000.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the Tidal Backflow Preventer Project.

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 ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT TIDAL BACKFLOW PREVENTER NOT TO EXCEED $68.089.

ATTACHMENTS:

- Exhibit A - Mead & Hunt Scope of Services (PDF)

Resolution No. 2024-43

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 SERVICES FOR THE PROJECT TIDAL BACKFLOW PREVENTER NOT TO EXCEED $68,089; 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 ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT TIDAL BACKFLOW PREVENTER NOT TO EXCEED $68,089; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2023-24 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

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 project Tidal Backflow Preventer not to exceed $68,089.

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 JUNE, 2024.

Attachment: Exhibit A - Mead & Hunt Scope of Services (2024-R-43 : Tidal Backflow Preventers Engineering/CEI Services Approval)

May 21, 2024

Antoine Khoury, P.E.
Public Works Director/City Engineer
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 3217

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

Subject: Tidal Backflow Preventers
Construction Administration and Inspection Services

Dear Mr. Khoury,

We are pleased to present the enclosed scope of work and fee estimate for the subject project. As we understand, the City desires Mead & Hunt to assist the City with Construction, Engineering & Inspection (CEI) Services. Mead & Hunt is well qualified to perform this task. Please review the attached scope and fee estimate and advise if there are any issues.

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

Sincerely,
MEAD & HUNT, Inc.

David King
Vice President

Noah Adamoski
Project Manager

DAK/NA;bf

Enclosure: Scope of Services and Fee Estimate

CITY OF HOLLY HILL
SCOPE OF SERVICES
FOR
TIDAL BACKFLOW PREVENTERS
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects, RFQ #22-PW-01 dated January 25, 2022, between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The CITY has previously obtained the services from MEAD & HUNT to provide design of the installation of up to eight (8) tidal backflow preventers on existing storm outfalls along Riverside Drive between 2nd Street and 7th Street. The CITY is rebidding the project at this time/soon. The CITY requested the subject scope and fee for the Construction Administration and Inspection services for this project.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 5-month project duration.

Deliverables – Project Management

- Monthly Invoices

PHASE 2 – SERVICES DURING CONSTRUCTION

MEAD & HUNT will provide the following services during construction to the CITY.

Coordinate Construction Contract Execution

MEAD & HUNT will coordinate the execution of the construction contract between the CITY and the contractor, including reviewing insurance certificates for proper limits and coordinating the recording of the public construction bond(s) by the contractor.

Attachment: Exhibit A - Mead & Hunt Scope of Services (2024-R-43 : Tidal Backflow Preventers Engineering/CEI Services Approval)

Prepare Issued for Construction Documents

MEAD & HUNT will incorporate applicable bid-phase modifications to the engineering drawings and technical specifications and provide those to the CITY (in electronic format) for inclusion in the contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting

MEAD & HUNT will prepare an agenda for and conduct a pre-construction meeting with the CITY and the contractor. MEAD & HUNT will distribute meeting summary to attendees.

Deliverables – Pre-Construction Meeting

- Meeting agenda and summary

Progress Meetings

MEAD & HUNT will maintain communication with the CITY and contractor by leading and participating in up to five (5) monthly construction progress meetings upon contractor mobilization to monitor project progress and identify issues in a timely manner. The progress meetings will be conducted at the CITY facility or at the project site. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and minutes

Shop Drawing Review

The contractor will prepare shop drawings of equipment and other components of the work as specified in the contract documents. These shop drawing submittals will be reviewed by MEAD & HUNT for compliance with the design concept and contract requirements. MEAD & HUNT estimates five (5) submittals/resubmittals will be submitted for review to determine the acceptability of materials and equipment (including substitutes, if applicable) proposed by the Contractor. MEAD & HUNT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, MEAD & HUNT will provide a recommendation on the submittal to the CITY.

Deliverables – Shop Drawing Review

- Shop drawing review packages
- Shop drawing log

Attachment: Exhibit A - Mead & Hunt Scope of Services (2024-R-43 : Tidal Backflow Preventers Engineering/CEI Services Approval)

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to up to five (5) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. MEAD & HUNT will also prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor. RFI replies will be in writing and will be done expeditiously.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate up to five (5) field orders, work directives, Requests for Proposals (RFP's), and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will help during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY.

Deliverables Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review up to five (5) monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. As part of this task, MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for part time construction observation/documentation for the duration of the project, as the CITY desires. Part time construction observation is assumed to be an average of fifteen (15) hours per week for twenty (20) weeks. The inspector will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward complaints.

Attachment: Exhibit A - Mead & Hunt Scope of Services (2024-R-43 : Tidal Backflow Preventers Engineering/CEI Services Approval)

Deliverables – Construction Observation

- Reports of witnessed Work Activities

PHASE 4 – PROJECT CLOSEOUT

MEAD & HUNT will complete the construction project closeout with the completion/preparation of the following:

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout. Substantial and final punchlists to be provided electronically to CITY and Contractor.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items
- Final completion punchlist items

Record Drawings

MEAD & HUNT will review contractor final as-builts and prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to CITY.

Deliverables – Record Drawings

- Record Drawings

Operations & Maintenance Manuals & Spare Parts

MEAD & HUNT will review contractor provided operation and maintenance (O&M) manuals for completeness.

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. Items included in this phase will be billed at actual cost.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Bidding assistance (CITY is providing)
- Laboratory Services
- Redesign per Client or Contractor
- Funding Assistance
- Environmental

Attachment: Exhibit A - Mead & Hunt Scope of Services (2024-R-43 : Tidal Backflow Preventers Engineering/CEI Services Approval)

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Project Management	150 days	Receipt of Notice to Proceed
Phase 2 – Services During Construction	90 days	Client award to Contractor
Phase 3 – Construction Observation	90 days	Client award to Contractor (concurrent)
Phase 4 – Project Closeout	30 days	Client approval of Contractor as-builts

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$68,089** based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	$5,193	Lump Sum
Phase 2 – Services During Construction	$18,697	Lump Sum
Phase 3 – Construction Observation	$38,397	Lump Sum
Phase 4 – Project Closeout	$5,302	Lump Sum
Subtotal	$67,589	
Phase 5 – Subconsultants/Reimbursables	$500	Time & Expense
TOTAL	**$68,089**	

AUTHORIZATION

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF HOLLY HILL	Approved by: MEAD & HUNT, INC.
By: Antoine H Khoury	By:
Name: Antoine I Khoury	Name: David A. King, PE
Title: City Engineer/PW Director	Title: Vice President/Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.	
Date: June 13, 2024	Date May 21, 2024

Attachment: Exhibit A - Mead & Hunt Scope of Services (2024-R-43 : Tidal Backflow Preventers Engineering/CEI Services Approval)

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.

CITY OF HOLLY HILL
TIDAL BACKFLOW PREVENTERS
CEI SERVICES
5/20/2024

Phase	Description	Principal Engineer (Project Director)	Project Manager	Engineering Intern	Senior Inspector (CEI)	Administrative Assistant	Total Task ($)
	Hourly Rate	$ 349.73	$ 299.88	$ 138.41	$ 127.99	$ 86.80	
1	**Project Management**						
	Project Coordination and Invoicing	0	15	0	0	8	$ 5,192.60
	Subtotals	**0.0**	**15.0**	**0.0**	**0.0**	**8.0**	**$ 5,192.60**
2	**Services During Construction**						
	Prepare Issued for Construction Documents	0	0	2	0	8	$ 971.22
	IFC QAQC	1	1	0	0	0	$ 649.61
	Attend Pre-Construction Meeting	1	1	4	2	0	$ 1,459.23
	Progress Meetings (assume 3 meeting)	0	6	6	6	0	$ 3,397.68
	Shop Drawing Review	1	5	6	5	0	$ 3,319.54
	Requests for Information (RFI's)	1	5	6	5	0	$ 3,319.54
	Field/Change Orders	1	3	4	4	0	$ 2,314.97
	Pay Application Review and Approval	0	5	5	5	5	$ 3,265.40
	Subtotals	**5.0**	**26.0**	**33.0**	**27.0**	**13.0**	**$ 18,697.19**
3	**Construction Observation**						
	Part-time Resident Project Representative	0	0	0	300	0	$ 38,397.00
	Subtotals	**0.0**	**0.0**	**0.0**	**300.0**	**0.0**	**$ 38,397.00**
4	**Project Closeout**						
	Substantial Completion Walkthrough	0	1	2	0	0	$ 576.70
	Final Completion Walkthrough	1	1	1	0	0	$ 788.02
	Review Final as-builts	0	2	2	0	0	$ 876.58
	Record Drawings	0	0	8	0	0	$ 1,107.28
	Record Drawing QAQC	1	2	0	0	0	$ 949.49
	Operation & Maintenance Manual Review	0	2	2	1	0	$ 1,004.57
	Subtotals	**2.0**	**8.0**	**15.0**	**1.0**	**0.0**	**$ 5,302.64**
	TOTAL ALL TASKS	**7.0**	**49.0**	**48.0**	**328.0**	**21.0**	**$ 67,589.43**
						Lump Sum Total	**$ 67,589.43**
5	**Subconsultant/Reimbursables Breakdown:**					Subs/Reimbursables	$ 500.00
	Survey Allowance					**GRAND TOTAL**	**$ 68,089.43**
	Geotech Allowance						
	SUE Allowance						
	Printing/Reproduction/Postage	$ 500.00					
	Total	**$ 500.00**					

Attachment: Exhibit A - Mead & Hunt Scope of Services (2024-R-43 : Tidal Backflow Preventers Engineering/CEI Services Approval)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 25, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the FY2024/2025 CDBG Annual Plan Application as Submitted; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-R-44**
APPLICANT:
PLANNER:

DISCUSSION:

The U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program provides annual grants on a formula basis to states, counties and cities that achieve entitlement status. Volusia County qualifies as an urban county entitlement community and receives funds directly from HUD. The same formula used by HUD is applied to the award by the County to determine the allocation for the distributions to the participating cities. For the FY 2024-2025 period, the City of Holly Hill has been slotted to receive $102,966 to carry out community development activities.

CDBG projects are selected based on meeting qualification criteria; these include that the project must be an eligible activity and must meet national objectives of the program.

For the FY 2024-25 allocation, staff has selected a new playground at the 7th Street Neighborhood Park. This playground will supplement the small existing playground on site. The overall project cost for this playground will be the grant amount of $102,966.

Per HUD eligibility guidelines, CDBG funds may be used for Park Improvements provided a minimum of 50.35% of residents in the service area are of low to moderate income. The 7th Street Neighborhood Park is located in Volusia County Census Tract 809.02, Block Group 1. This block group has 65.85% residents of low to moderate income. However, as this is a neighborhood park encouraging pedestrians from the greater neighborhood, all surrounding block groups were included while determining eligibility. For the surrounding area of the 7th Street Neighborhood Park, 2,070 out of 3,465 residents are of low to moderate income, for an LMI percentage of 59.74.

FISCAL ANALYSIS:

Anticipated revenues and expenditures in the amount of $102,966 will need to be budgeted accordingly during the FY 2024/2025 budget process.

STAFF RECOMMENDATION:

Due to the timeline of the grant process, the fiscal year 2024-2025 grant application was submitted to the County as a placeholder contingent upon Holly Hill City Commission approval. Staff recommends the approval of the proposed FY 2024/2025 CDBG Annual Plan as submitted to Volusia County Community Assistance.

The City's anticipated allocation is included under Exhibit 'A' and the FY2024-2025 CDBG Grant Application is included under Exhibit 'B'.

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:

APPROVE THE FY2024/2025 CDBG ANNUAL PLAN APPLICATION AS SUBMITTED TO VOLUSIA COUNTY COMMUNITY ASSISTANCE.

ATTACHMENTS:

- Exhibit A - 2024-2025 CDBG Allocation (PDF)
- Exhibit B - 2024-2025 CDBG Application (PDF)

Resolution No. 2024-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FY2024/2025 CDBG ANNUAL PLAN APPLICATION AS SUBMITTED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FY2024/2025 CDBG ANNUAL PLAN APPLICATION AS SUBMITTED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County qualifies as an urban entitlement community and receives funds directly from the U.S. Department of Housing and Urban Development's Community Block Grant Program; and

WHEREAS, The City of Holly Hill is a participating City in the Community Development Block Grant program and is anticipated to receive $102,966 in grant funds to carry out community development activities; and

WHEREAS, staff has selected the 7th Street Neighborhood Park Playground as the fiscal year 2024-2025 CDBG Project; and

WHEREAS, due to the timeline of the grant process, these projects have been submitted to Volusia County Community Assistance as a placeholder contingent upon City Commission Approval.

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 FY 2024/2025 CDBG Annual Plan Applications as submitted.

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 JUNE, 2024.

Volusia County
FLORIDA

May 10, 2024

Mr. Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: Community Development Block Grant (CDBG)
FY 2024/25 Allocation and Applications

Dear Mr. Forte,

This is to inform the City of Holly Hill the County of Volusia's Urban County Community Development Block Grant (CDBG) allocation for FY 2024/25 is $1,702,132. Volusia County receives CDBG funds directly from the U.S. Department of Housing and Urban Development (HUD) as a qualified urban county entitlement community through a formula grant. The formula used by HUD to determine funds for the County of Volusia is identified as Formula A. Formula A takes into account three factors of an area; population, poverty, and overcrowding. Each determining factor is weighted: poverty is given a weight of 50 percent while population and overcrowding are weighed at 25 percent.

The same formula used by HUD has been applied to the FY 2024/25 Volusia County award as a method to calculate allocation distributions to the nine participating cities as well as the unincorporated areas of Volusia County. American Community Survey (ACS) five-year estimates data from the U.S. Census Bureau was used for the calculations. A table showing the HUD Formula A calculation for your city is attached to this correspondence as well as a table showing the comparison between the prior year allocation and the FY 2024/25 allocation for your city.

After reserving 15% of the allocation for program administration, the total amount to be allocated among participating cities and unincorporated areas is $1,446,812. Based upon the allocation calculations the City of Holly Hill will receive a FY 2024/25 allocation of **$102,966.**

A CDBG application and instruction guide was emailed to the City of Holly Hill's point of contact on **May 10, 2024**. Completed applications must be submitted to Community Assistance by 4:00 p.m. on **June 7, 2024**. Recognizing the short turnaround time, Community Assistance will accept completed applications that have not yet been approved by your city's commission. Cities will however be responsible for receiving approval prior to the County's submission of the Annual Action Plan to HUD in early August.

Community Assistance staff will be available to provide technical assistance to all participating cities having difficulty in preparing their plans. Participating cities are given several choices of the types of activities that they may apply for and use CDBG funding to complete. All activities must be eligible and meet a national objective. Public services are eligible activities; however, HUD sets a public service cap of 15% of all CDBG expenditures. The **maximum amount that the City of Holly Hill may allocate for public service activities is $15,445.**

121 West Rich Avenue • DeLand, FL 32720-4213
Tel: 386-736-5955 • 386-254-4648 • 386-423-3375 • Fax: 386-943-7011
www.volusia.org

Attachment: Exhibit A - 2024-2025 CDBG Allocation (2024-R-44 : CDBG Annual Plan 2024-2025)

Citizen participation when creating the plan and determining projects is a grant regulation. Each city is required to have a public hearing during the development of the plan to allow for citizen participation and comment. Copies of sign-in sheets and minutes will be submitted with your application. Scheduled approval of the plan at City Commission meeting will not serve to meet the public participation requirements. When advertising for public hearings, consideration must be made to ensure that no groups of people are excluded. Making an effort to include low- and moderate- income residents is an important part of the participation process.

If you have any questions please contact Eva Colee, Grants Planner at (386) 736-5955 ext. 15593 or ecolee@volusia.org.

Sincerely,

Brittany Louis, Manager
Housing and Grants Administration

cc: Steven Juengst, Administration Manager

Attachments

Attachment: Exhibit A - 2024-2025 CDBG Allocation (2024-R-44 : CDBG Annual Plan 2024-2025)

Formula Data

City of Holly Hill HUD Formula A – Weighted Share Determination 2018 - 2022 ACS 5-Year Estimates	
Formula Category	**Data**
Population (.25 Weight)	
# of Persons	12,919
% Share	4.68%
Weighted Share	1.17%
People in Poverty (.50 Weight)	
# of Persons in Poverty	2,796
% Share	9.33%
Weighted Share	4.66%
Overcrowded Housing Units (.25 Weight)	
# of Overcrowded Units	92
% Share	5.13%
Weighted Share	1.28%
Total Weighted Share of $1,446,812	**7.12%**
Rounded/Adjusted Share of Funds	**$102,966**
% of Total CDBG Allocation	**6.05%**

Attachment: Exhibit A - 2024-2025 CDBG Allocation (2024-R-44 : CDBG Annual Plan 2024-2025)

FY 2024/25 Adjusted CDBG Allocation

Area	2023/24 Adjusted Allocations		2024/25 Direct Formula Allocation		Proposed 2024/25 Adjusted Allocation		Difference from 2023/24 allocation to 2024/25 allocation	
	Amount	Percent of Total Allocation	Amount	Percent of Total Allocation	Amount	Percent of Total Allocation	Dollar Difference FY 2023 vs. 2024	Percent Difference FY 2023 vs. 2024
Holly Hill	$94,857	5.60%	$102,966	6.05%	$102,966	6.05%	$8,109	0.45%
Total	**$1,702,132**	**100%**	**$1,702,132**	**100%**	**$1,702,132**	**100%**	$6,854	0.40%

Attachment: Exhibit A - 2024-2025 CDBG Allocation (2024-R-44 : CDBG Annual Plan 2024-2025)

Volusia County
FLORIDA

County of Volusia

FY 2024/2025

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

City of Holly Hill

Applicant City

Park Improvements - 7th Street Neighborhood Park Playground

Project Name

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

A. Application Checklist

FY 2024/25 CDBG Capital Project - Jurisdiction Funding Application Checklist

*Applicant **MUST** place this initialed and signed checklist on top of all submitted proposals.*

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
SJ	Applicant Information
SJ	Project description/Location & Implementation Responsibility
SJ	Plan of Action
SJ	Budget
SJ	Procurement Description
SJ	Applicable Procurement Policy (attach only the pages referenced)
SJ	**Signed and Completed** Certification of Construction Need (Required for existing structures or facilities)
SJ	Signed and Completed Conflict of Interest Statement
SJ	Attached Maps and Photos
SJ	Attached Citizen Participation Documentation (sign-in sheets, advertisements, agenda, etc.)
	Other (If applicable) _____

Note: When filing out this application please refer to the FY 2024/25 CDBG Funding Application Instructions and Guidance.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

Volusia County FLORIDA

2024 CDBG Jurisdiction Funding Application
Capital Project

B. Applicant Information

Name of Applicant (City, Department/Division: City of Holly Hill

CDBG Primary Contact Name and Title: (should be the same for all proposals): Steven Juengst - Public Works Administration Manager

Email Address: sjuengst@hollyhillfl.org Phone Number: (386) 248-9463

Project Manager Name and Title: (Implementation): Steven Juengst - Public Works Administration Manager

Email Address: sjuengst@hollyhillfl.org Phone Number: (386) 248-9463

Proposed Project Title: Park Improvments - 7th Street Neighborhood Park Playground

Total Amount Requested: $102,966 Total Estimated Project Cost: $102,966

Additional Funds Available to Leverage, if applicable: $0.00

Source of Additional Funds, if applicable: n/a

Physical Location of Proposed Project: Corner of Center Avenue and 7th Street
Parcel ID: 523739000001
29.234801, -81.045075

Certifying Representative
▪ Person authorized to sign contract, if project is selected ▪ City Manager or Authorized City Official ▪ Please sign in **BLUE INK**
To the best of my knowledge and belief, data in this proposal are true and correct and the **governing body of the applicant has duly authorized the document.**

Signature: Joseph A Forte 6.3.2024

Name: *Joseph A. Forte* **Date Signed**

Title: City Manager

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

C. Project Description

Type of Project:

- ☐ Acquisition of Real Property
- ☐ Clearance/Demolition
- ☐ Public Facility Improvements (General)
- ☐ Senior Centers
- ☐ Neighborhood Facilities
- ☒ Parks, Recreational Facilities
- ☐ Flood/Drainage Improvements
- ☐ Code Enforcement
- ☐ Water/Sewer Improvements
- ☐ Non-Residential Historic Preservation
- ☐ Street/Sidewalk Improvements
- ☐ ADA Accessibility

Exact location/project address:
(Provide a site map clearly identifying where on the site the proposed project will take place)

7th Street Neighborhood Park is located at the corner of 7th Street and Center Avenue in Holly Hill. An exact address for this park has not been established. The coordinates for the park are 29.234801, -81.045075 and the parcel ID is 523739000001.

If applicable, please indicate the following:

Address Start: _____ Address End: _____ Linear Feet: _____

Summary of project:
(Provide a detailed description of the project to include the entire scope of work. Elements of the project not included in this section of the application may not be considered once awarded.)

The City of Holly Hill has a plot of land that was purchased by the City in 2002 as part of a program to improve stormwater management facilities. Subsequently, a retention pond was developed on the parcel and a fountain was placed in the pond to provide some aesthetic benefit and to help maintain water quality.

In 2015, this land was further developed into a neighborhood park, complete with a small playground, (2) picnic tables and a .3 mile paved trail for walking. This park has been highly successful and the small playground is used daily by park patrons. There is more demand for playground activities than the current playground can provide.

The City of Holly Hill proposes the purchase and installation of an additional playground for this park in order to meet the demand that has been established. This proposed playground will have a border, geotextile and playground grade mulch. The City of Holly Hill will seek proposals to include permitting and installation at the fixed budget of $102,966, with the City Commission chosing the design that best fits the needs of the City.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

Project Need and Justification:
(Describe the underlying purpose and need for the proposed project, including any alternatives considered, and how the proposed project is intended to address housing and/or community development needs.)
The 7th Street Neighborhood Park is a true neighborhood park - with the vast majority of patrons living in the immediate neighborhood and walking into the park. There is also a small area where parking is permitted that is typically full on days with good weather.

With the transition of Hollyland Park to the City's pickleball facility, the nearest park with play structures is Ross Point, which is 1.1 miles to the southeast. Since the majority of 7th Street Park patrons are pedestrians, this distance is rather significant.

Anticipated accomplishments and/or outcomes:

It is anticipated that patrons who frequently visit the park will have more availability and more choice of play structures and that additional residents will begin to use this neighborhood park.

Describe the designated service area and beneficiaries:
(Provide a detailed description, photos, and a map that clearly shows the project site and area that will benefit from the proposed project.)

The 7th Street Neighborhood Park is located in Volusia County Census Tract 809.02, Block Group 1. However, at the least, this park is anticipated to have frequent patrons who live in Volusia County Census Tract 809.02, Block Goup 2; Volusia County Census Tract 809.02, Block Group 3 and Volusia County Census Tract 809.02, Block Group 4.

Existing Conditions and Trends:
(Provide a description of existing conditions, the character, features, and resources of the project area as well as any trends that are likely to continue in the absence of the project. Please cite current data to support your response.)
The 7th Street Neighborhood Park sits on an approximately 4.7 acre plot of land. There is an existing .3 mile paved walking trail that passes a small playground and surrounds a retention pond. The park is located within a primarily residential neighborhood with a high percentage of residents living with low to moderate income levels.

On any day with clement weather, the park will have children in the playground and other patrons walking the peaceful walking trail. There is a significant amount of trees along the perimeter of the park that add to the feeling of a haven within the neighborhood.

These aspects of the existing park will be retained, and in the absence of this proposed project, the park is anticipated to still be heavily used. There are 3,465 people living within the immediate area of the park. Per United Stated Census Bureau data, 19.5% of Holly Hill's population is under the age of 18. As such, it can be estimated that among the people living within the immediate area of the park, 19.5%, or 676 people, are children under the age of 18.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

Trends indicate that the population of Holly Hill and Volusia County are continuing to grow.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

D. National Objective

Activity will meet a national objective by: *(choose one of the two options)*

☒ **Area Benefit**
Uses census tract data to demonstrate more than 50.35% of beneficiaries are LMI
(choose one of the two options)
☒ Census tract block group data
or
☐ Income survey conducted by city and approved by county and HUD

☐ **Limited Clientele Benefit**
Uses data for a certain population within the community
(choose one of the two options)
☐ Will be income verified
or
☐ Presumed low-income by HUD

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
80902	1	615	405	65.85
80902	2	595	380	63.87
80902	3	1,550	835	53.87
80902	4	705	450	63.83
	Total	3,465	2,070	59.74

Limited Clientele Benefit: *(if applicable)*

Qualifying group

Number of persons served

Similar Projects:
(Describe any past similar projects carried out, and the outcomes)
During the fiscal year 2015/2016, the City of Holly Hill selected a playground installation at Ross Point as its annual CDBG project. This project was advertised on March 27, 2016, awarded May 10, 2016. The playground was opened to the public on September 29, 2016 and all paperwork submitted to the City by November 10, 2016.

Feasibility of Maintaining Project:
(Explain future maintenance as a result of the project)

Typical maintenance of playgrounds include ensuring that playground mulch covering is sufficient and geotextile buried. As time passes, joints of the playground will be inspected for rust and treated accordingly.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

The City of Holly Hill has a Facilities Divion including a Supervisor/Senior Tradeworder and an additional Tradesworker that will perform repairs as needed.

Citizen Participation:
(Explain what input citizens had in identifying the need, identifying the project, or approving the project. Include copies of sign in sheets, advertisements, agendas, etc. to show that citizen participation requirements have been met.)
On May 29, 2024, a Public Meeting was held to discuss possible ways to best utilize CDBG funds in order to most benefit Holly Hill citizens. Despite advertising on the City's website and City's Facebook page, only one (1) resident was in attendance.

This resident suggested the cleaning of the 3rd Street ditch in Holly Hill in order to mitigate flooding concerns for homes near this conveyance. The resident was advised that maintenance would not be permitted as an eligible project. However, the City is working with Volusia County through an interlocal agreement to perform this maintenance.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

E. Project Timeframe

Implementation Responsibility:

☐ Subrecipient (City or Department applying for funds) ☐ City or Department Employees ☒ Contractor	☐ County of Volusia *(If applicant is a city and the proposed project is being implemented by the County of Volusia please provide documentation showing the communication and planning done between the subrecipient and the county department)*

Comments about implementation responsibility (if needed):

Plan of Action:

Plan of Action below will become part of the Subrecipient Agreement if project is approved *(Clearly explain who created the POA provided below (i.e. purchasing analyst, public works director...), what factors were considered, what is unique to this project timeline, and note any potential concerns or delays)*

The plan has been provided by the Public Works Administrative Manager based on past work involving the purchase and installation of playgrounds while allowing for some lead time to be consistent with more recent projects.

CDBG FY 2024/25 Plan of Action		
Milestones	**Planned Date**	**Notes (not required)**
Authorization to Proceed Received	10/1/24	Remaining dates will adjust if ATP is not received by this date
Technical Design & Procurement Documents Complete	10/25/24	
Complete Solicitation Package Submitted to Volusia County	11/1/24	
Solicitation Package Approved by Volusia County (Allow one week)	11/11/24	
Solicitation Advertised	12/8/24	
Pre-Solicitation Meeting	12/17/24	
Solicitation Opening	01/14/25	Long period between ad & opening due to holidays
Contract Award	01/28/25	
Pre-Construction Meeting	02/04/25	
Issue a Notice to Proceed	04/07/25	Allowing for 2 Month Lead Time
Project Start Date	04/14/25	
Project Completed	05/19/25	
All Reimbursement Requests Submitted to Volusia County	06/20/25	

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

F. Project Budget

(Applicants must either fill out the following budget, or attach an additional budget)

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other:
		AMOUNT	AMOUNT	AMOUNT
Materials Costs	60000	60000	0	60000
Labor Costs	41966	41966	0	41966
Engineering Services				
Other: Permitting	1000	1000	0	1000
Other: _____				
Other: _____				
SOURCE TOTAL (Column total)				
TOTAL PROJECT COST (the total project costs, all funding sources)	102966			

**Please note, due to grant-based accounting method used by HUD, funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than $1,000 will revert to countywide funds.*

Description of Budget:
(Explain the budget above. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request. If project is to be implemented by the county, attach correspondence with relevant County of Volusia department stating the budget reasoning.)
Cost of installation is anticipated to be approxiately 40% of project costs. However, the Invitation to Bid will request that the bidder provide a turn-key project including the playground cost, installation and permitting for a total budget of $102,966.

Leveraged Funds:
(Clearly explain what funds, if any, are being used to match CDBG funds for the project)
No leveraged funds are anticipated for this project. However, in the event of overages due to unforseen conditions, funds will be made available in the general operating budget account 001-4172-572-4601.

Outstanding Balance:
(Explain any remaining CDBG balances from prior year capital projects)
FY 2021/2022: There is currently an outstanding balance of $100,119. This is due, in part, to an extreme supply chain disruption following the pandemic. Work is 100% complete, but there have been errors on Section III documents and Certified Payrolls that are in the process of being resolved prior to the final payment to the contractor or the submittal of a reimbursement request.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

FY2022/2023: There is currently an outstanding balance of $97,319. Funds from a cancelled CDBG project were rolled into this project through Volusia County approval on April 23, 2024. A purchase order was issued for this project on April 26, 2024. Contractor is currently working on lead time concerns for some of the equipment.

FY2023/2024: This project has a bid opening scheduled for Tuesday, June 11, 2024 at 10:00am.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

G. § 570.611 Conflict of Interest

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) ***Applicability.*** (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) ***Conflicts prohibited.*** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) ***Persons covered.*** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) ***Exceptions.*** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
(ii) Whether an opportunity was provided for open competitive bidding or negotiation;
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
(vii) Any other relevant considerations.

Name	**Conflicts/Potential**

Joseph A. Forte	Steven Juengst
City Manager or Department Director (or authorized official)	**CDBG Liaison**
Signature	Signature
6-3-2024	6/3/2024
Date	**Date**

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

H. Procurement

Eligible procurement:
Purchases must be handled fairly and in a manner that encourages full and open competition; documentation must be maintained that demonstrates this. Additionally, subrecipients or subgrantees are required to abide by the most strict of the following when purchasing services, supplies, materials, or equipment:

- The municipality or agency purchasing and procurement policy
- All applicable federal procurement rules, most specifically those contained in 24 CFR 85.36
- A Volusia County CDBG entitlement program threshold of $50,000 for small purchases, which will be outlined in the FY 2024/25 Subrecipient Agreement. Purchases above this threshold must be awarded through a formal competitive bid or proposal process, even if the limit established in the subrecipient's or subgrantee's procurement policy allows a higher threshold for a formal competitive bid. In the event that the municipality or agency procurement policy requires a formal bid for purchases less than $50,000, the municipality or agency shall follow their policy.

Please note: Approval of the application including the process outlined below does not eliminate the requirement to approve all steps of the project procurement and implementation with Community Assistance prior to moving forward, this is mandatory to ensure that projects remain compliant and eligible for CDBG reimbursement.

What method of procurement will be used for this project:
Include the name of the procurement method, a brief summary of the steps that will be taken, and a reference to the procurement policy of the municipality or agency implementing the project. Attach the page of the policy that applies to the reference to this submission.
The procurement method employed for this project will be a formal sealed bid. This method will include a formal written contract where proposals are solicited for a playground based on a fixed bid. The City Commission will choose the winning bidder based on the design of the playground.

Procurement Reasoning:
(Clearly explain why the method of procurement noted above is the best choice for this project)
The benefits of a formal contract procedure are multifaceted. Invitations to Bid are placed on Vendor Link, which is an online bid posting tool which reaches a far greater area than we typically see during non-formal bid processes. In addition, the formal bid process and development of an Invitation to Bid packet allows the City to include additional mandates of the project such as bonding requirements and CDBG required documentation.

Procurement Management:
(Explain who will be responsible for implementing the procurement method above, including their position.

Michele Moore - Finance Director

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

I. Certification of Construction Need

The purpose of this form is to differentiate between the two categories of public facility or infrastructure projects shown below:

- Maintenance of a public facility or infrastructure, and
- Necessary rehabilitation of a public facility or infrastructure.

The jurisdiction that is implementing the proposed capital project must designate an employee to confirm which category, from the two listed above, of which the project best fits. The employee should have the knowledge and experience to make an informed determination and explanation regarding the proposed project, the facility, the past use, and the current condition.

Jurisdictions should exercise reasonable judgment in choosing an employee to certify the construction need of a project. It is not the intent of the entitlement community, County of Volusia, to have the jurisdiction incur any additional costs or to hire outside experts. Due to the vast differences in the organization of different jurisdictions, specific employee positions cannot be defined. A certification completed by the CDBG contact(s) for the jurisdiction would not be appropriate. Please discuss potential certifications with Volusia County if you have any questions or concerns.

Name and Title of Certifying Employee: Antoine Khoury - City Engineer/Public Works Director

Email Address: akhoury@hollyhillfl.org Phone Number: (386) 248-9493

Proposed Project Title: Park Improvements - 7th Street Neighborhood Park Playground

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☐ Rehabilitation ☒ New Construction

Reason for determination given: (Attach additional pages or documentation as needed)

This project will be for the installation of a new playground at this site which currently does not exist.

Antoine Khoury — **Certifying Employee Printed Name**

Antoine I Khoury — **Certifying Employee Signature**

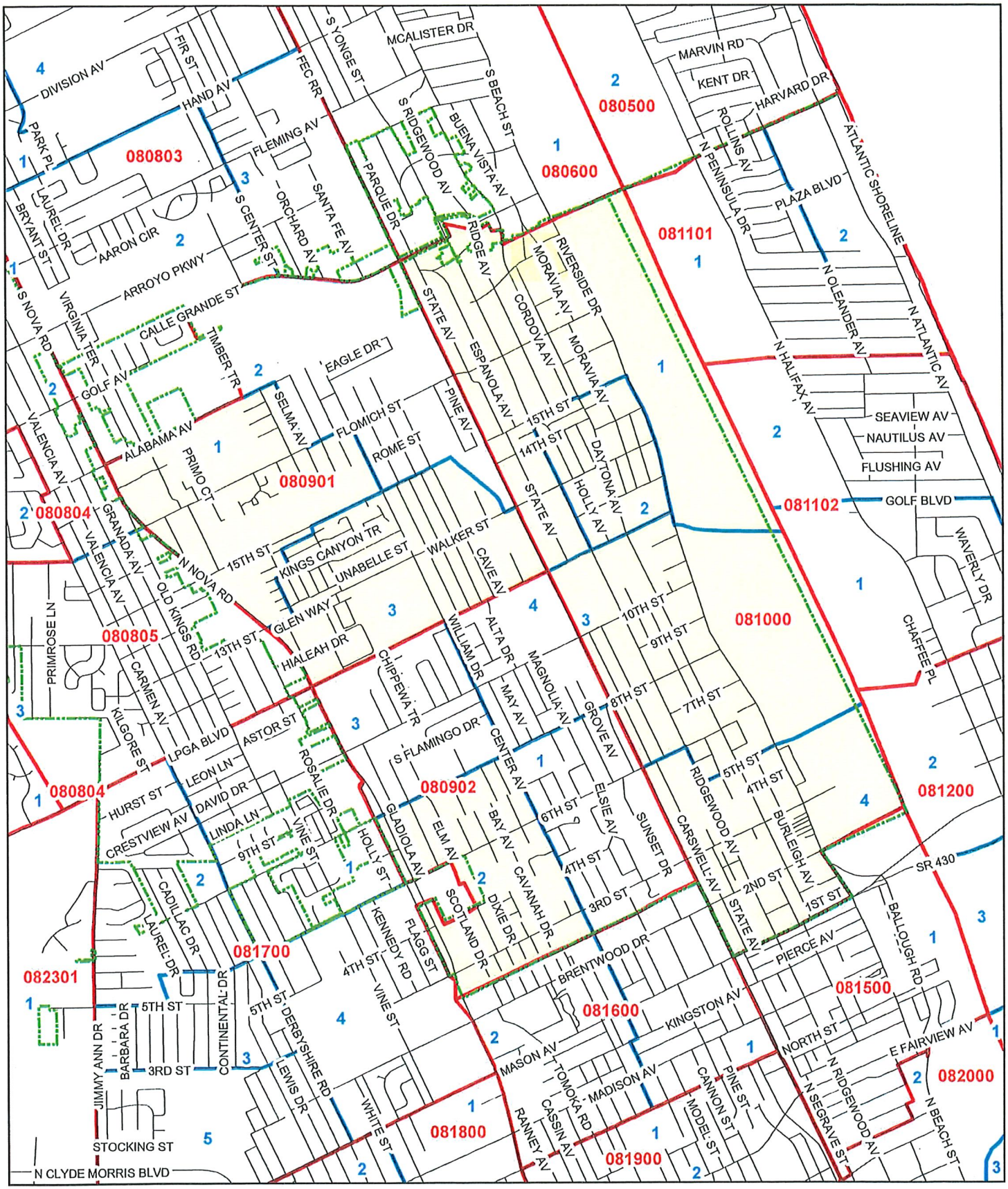
6-3-24 — **Date**

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

7th Street Neighborhood Park
7th Street/Center Avenue
Holly Hill, Florida 32117



Geoname	St	County	St	Cty	Tract	Block	Low	Lowmod	Lmmi	Lowmoduniv	PCT
Block Group 1, Census Tract 809.02, Volusia County	FL	Volusia County	12	127	80902	1	140	405	455	615	65.85
Block Group 2, Census Tract 809.02, Volusia County	FL	Volusia County	12	127	80902	2	260	380	470	595	63.87
Block Group 3, Census Tract 809.02, Volusia County	FL	Volusia County	12	127	80902	3	435	835	1340	1550	53.87
Block Group 4, Census Tract 809.02, Volusia County	FL	Volusia County	12	127	80902	4	255	450	555	705	63.83
Total							1,090	2,070	2,820	3,465	59.74



Legend

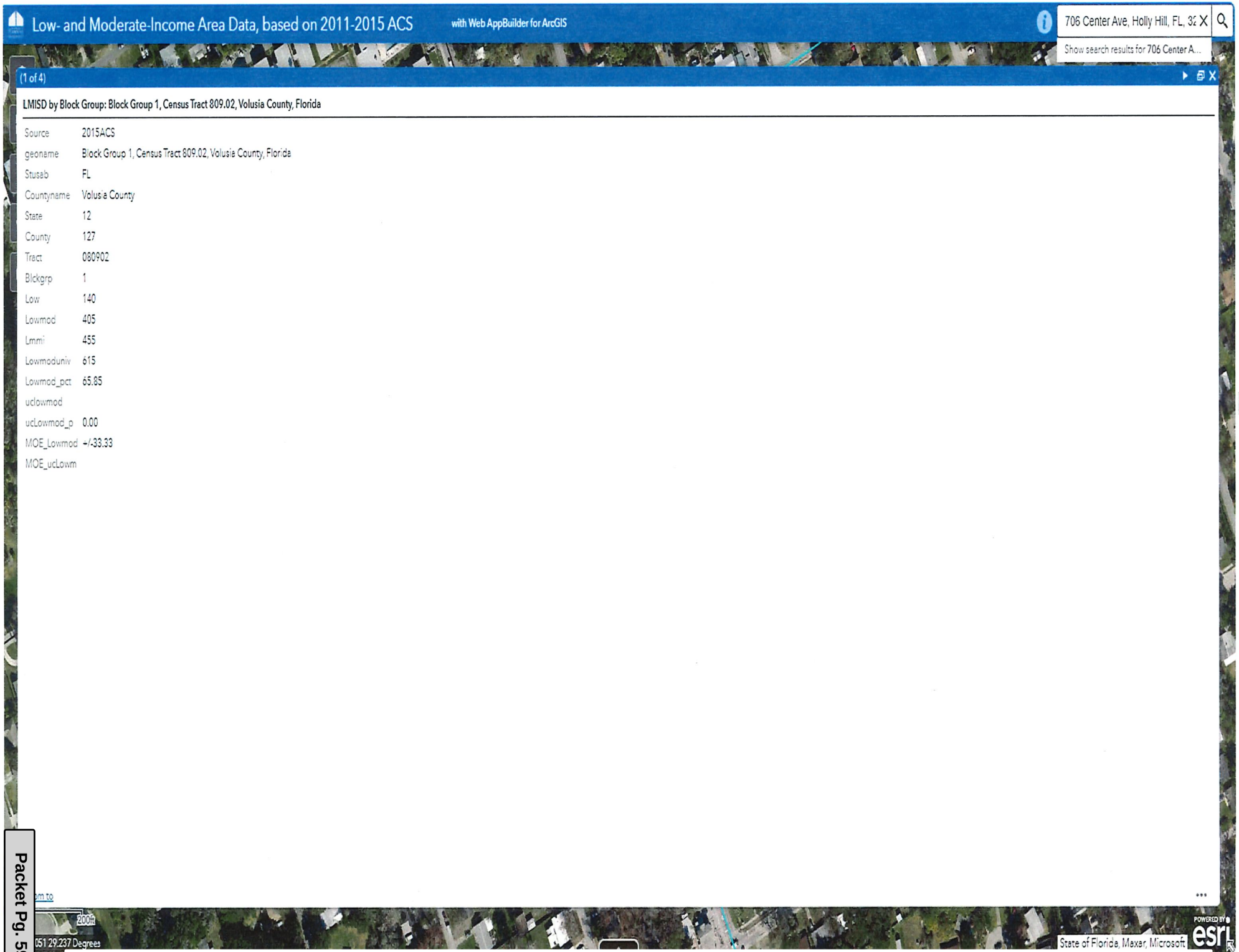
- Census Tract w/Tract Number
- Blockgroups w/ Blockgroup Number
- Blockgroups Greater than 50.42% Low-Mod Income
- City Boundary

HOLLY HILL

Volusia County FLORIDA

Date: 7/1/2014

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)


Low- and Moderate-Income Area Data, based on 2011-2015 ACS
with Web AppBuilder for ArcGIS
706 Center Ave, Holly Hill, FL, 32
Show search results for 706 Center A...
(1 of 4)
LMISD by Block Group: Block Group 1, Census Tract 809.02, Volusia County, Florida
Source 2015ACS
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Countyname Volusia County
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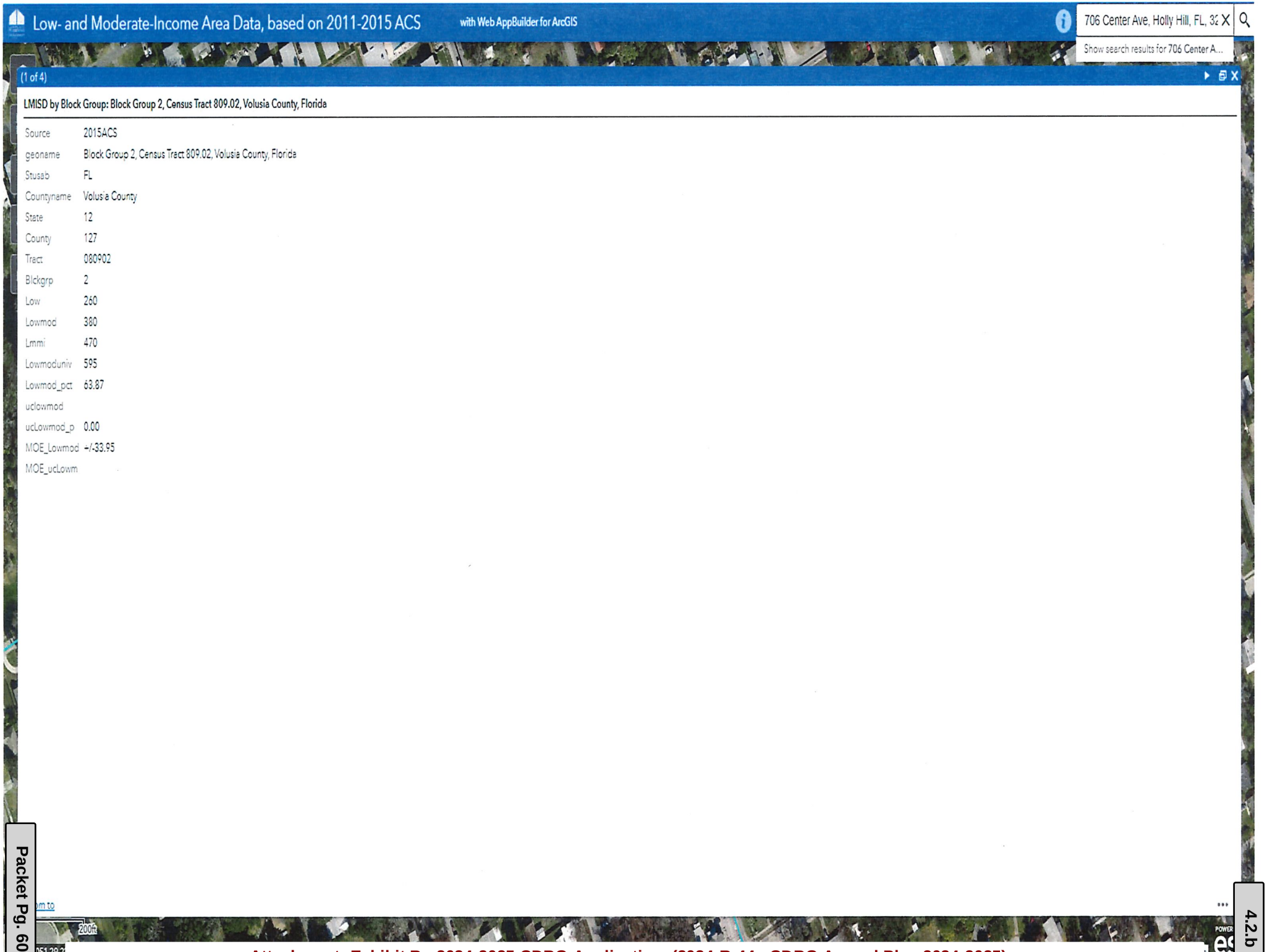
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Show search results for 706 Center A...
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State 12
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Tract 080902
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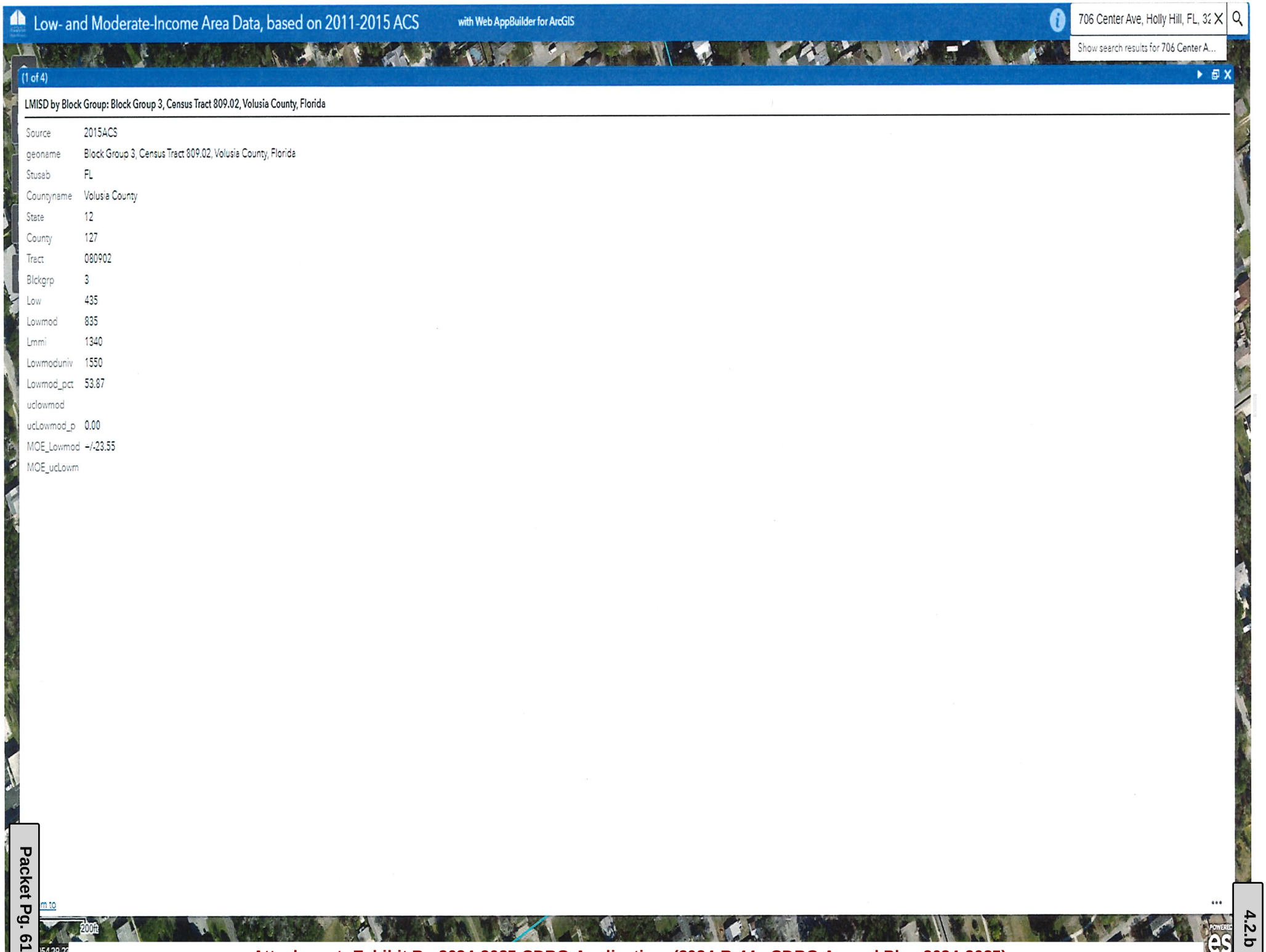
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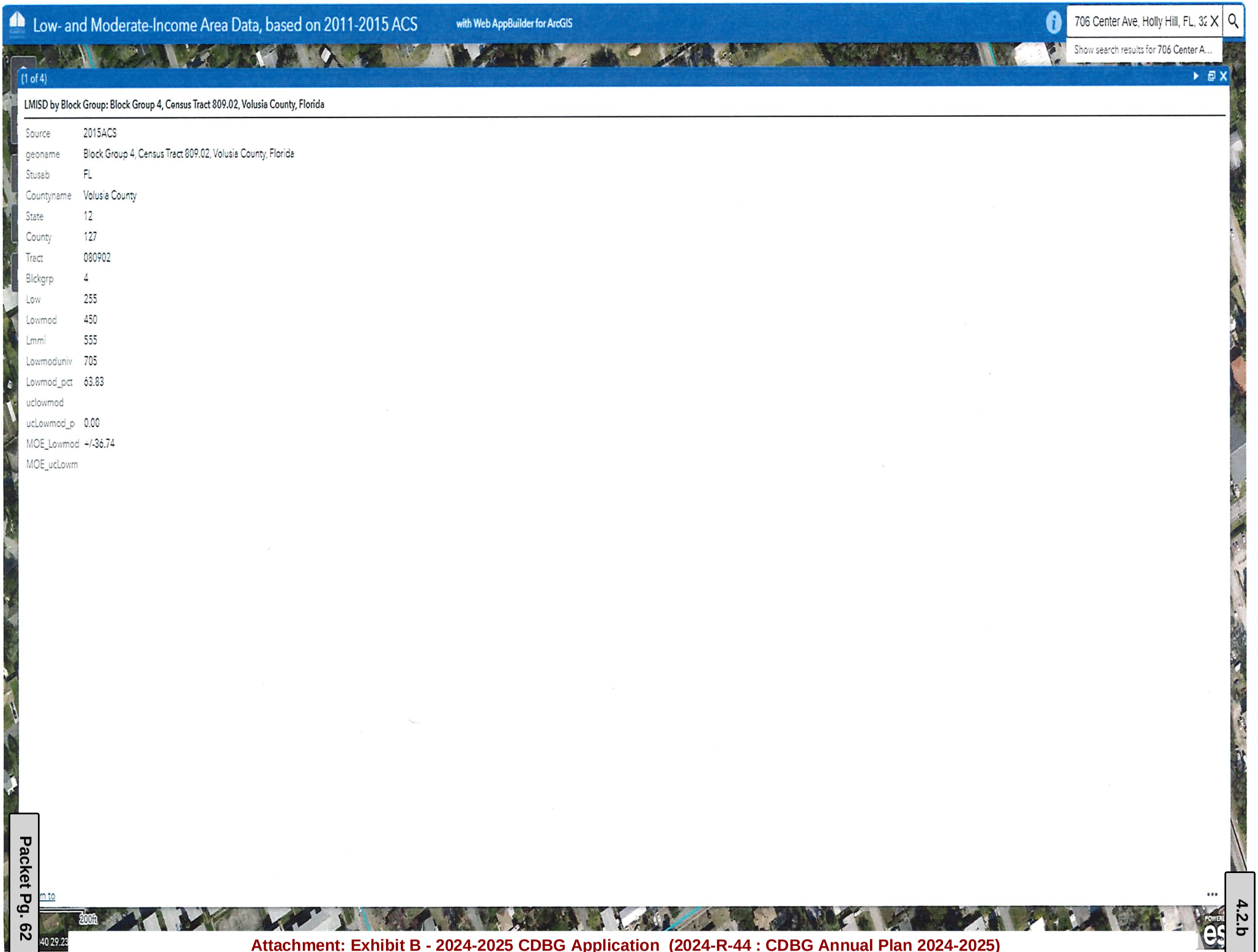
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706 Center Ave, Holly Hill, FL, 32
Show search results for 706 Center A...
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LMISD by Block Group: Block Group 4, Census Tract 809.02, Volusia County, Florida
Source 2015ACS
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Countyname Volusia County
State 12
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200ft

7th Street Neighborhood Park
Volusia County Property Appraiser Record

Agriculture Maps Tangible Property Links Contact Us Locations

Return To Homepage

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

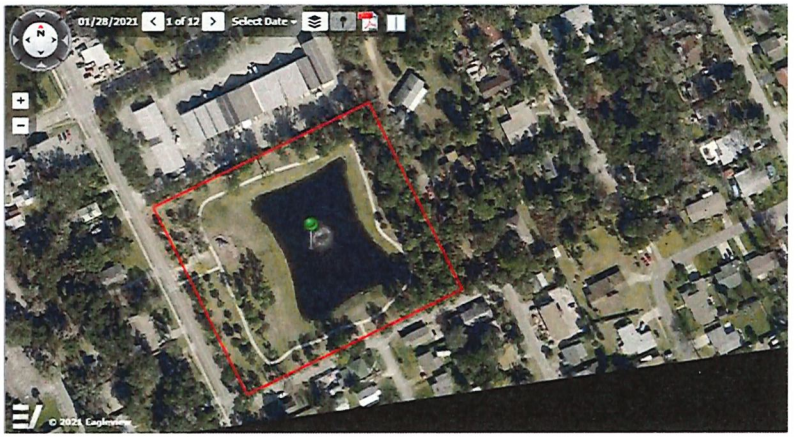
Search Downloads Exemptions How Do I

ENHANCED BY Google

Home / Parcel Summary for 4908358

Summary Tax Estimate Permits Map Pictometry Print

Alternate Key:	4908358
Parcel ID:	523739000001
Township-Range-Section:	15 - 32 - 37
Subdivision-Block-Lot:	39 - 00 - 0001
Physical Address:	CENTER ST, DAYTONA BEACH 32117
Owner(s):	CITY OF HOLLY HILL - M - Municipal - 100%
Mailing Address On File:	1065 RIDGEWOOD AVE HOLLY HILL FL 32117 2807 *Update Mailing Address*
Building Count:	0
Neighborhood:	2106 - PINE CREST ADD H H 5337-01 *Neighborhood Sales*
Subdivision Name:	HOLLY RIDGE
Property Use:	8000 - VACANT GOVERNMENTAL
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	37-15-32 & 37-15-33 PART OF LOT 3 MASON & CARSWELLS HOLLY HI LL MB 2 PG 90 DESCRIBED IN OR 7289 PG 1163 AKA ALL OF VACATE D HOLLY RIDGE SUB MB 41 PG 52 PER OR 4805 PG 0451



Values & Exemptions | Land & Buildings | Sales | Legal | Property Tax Bill

https://vcpa.vcgov.org

POLICY 1.3 PURCHASING REQUISTIONS

All requisitions shall be authorized by the Department Director or designated authority. Requisitions should originate in the department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

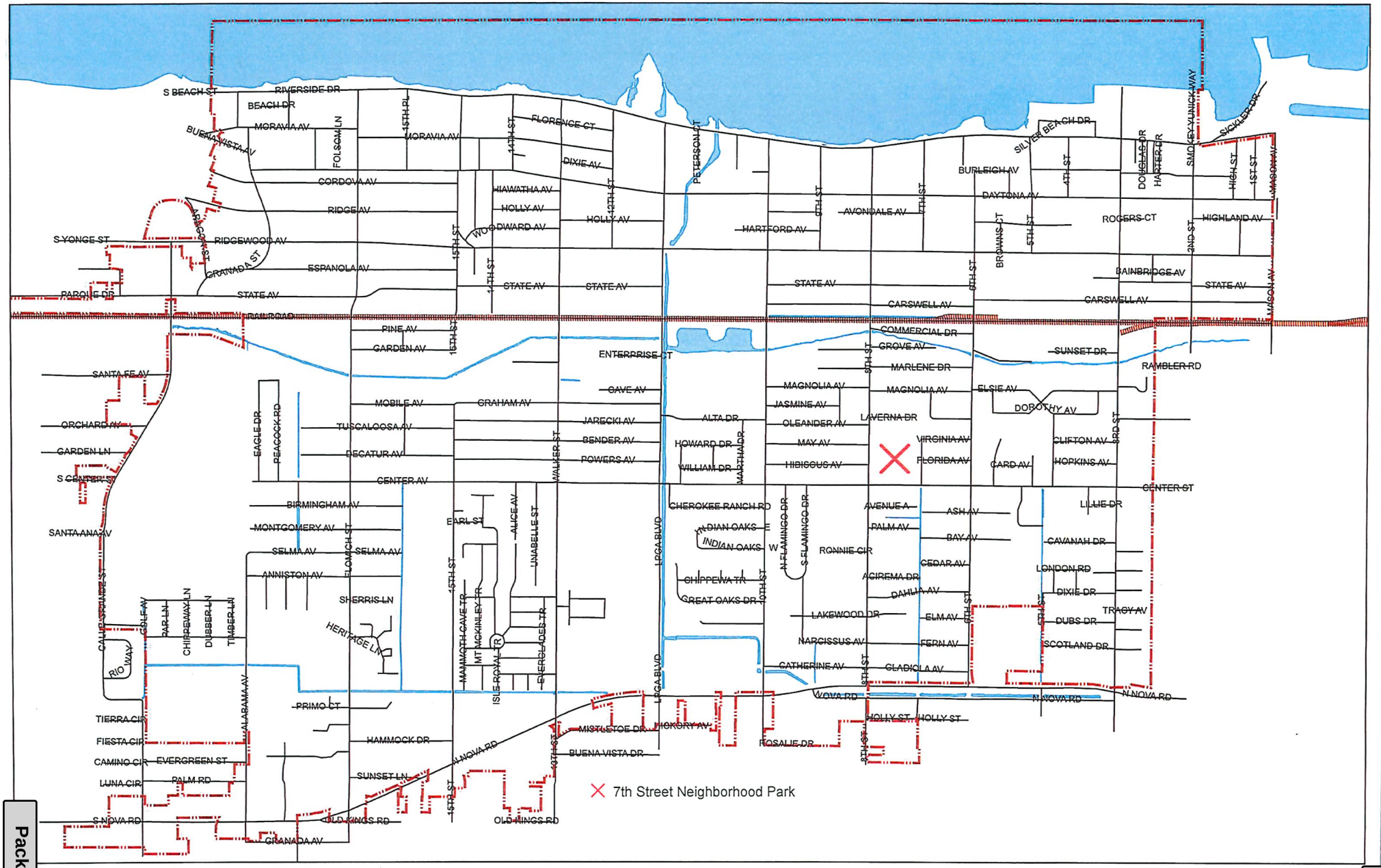
ROUTING:

1. For all purchases under $50,000, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as:
   a. No quotes required under $5,000
      i. Estimates are encouraged
      ii. Preference given to local suppliers
   b. Informal quotes required between $5,000 and under $25,000
      i. Utilize
         1. Screen shots
         2. Verbal quotes
      ii. Preference given to local suppliers
   c. Three formal written quotes required between $25,000 and under $50,000
      i. Written quotes or proposals
      ii. Preference given to local suppliers for City funds. Federal funded procurements are exempt from any local supplier's preference.
2. For all purchases $50,000 or greater, the requisitioning Department will request a formal solicitation to be issued by the Finance Department, and then assure that City Commission approval is obtained for award, either of the solicitation or other Commission direction.
3. The City Manager will inform the Commission of all purchases $25,000 or greater.
4. Upon receipt of the requisition in the Finance Department and dependent on the dollar amount, formal quotations, bids or proposals will be solicited. A purchase order, contract or work order will be issued upon completion of this process.
5. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
6. For all purchases of capital goods or services, regardless of the dollar amount, the requisitioning Department will enter the requisition into the system assuring appropriate approvals are obtained, unless approved by the Finance Director and under $25,000.

POLICY 1.4 PURCHASING REVIEWS

REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED: Prior to issuance of bids or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments / Departments within the City to assure open competitive bidding, compatibility, standardization, and up-to-date specifications. The following are mandated reviews:

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)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15TH PL
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FLORENCE CT
DIXIE AV
CORDOVA AV
HIAWATHA AV
HOLLY AV
RIDGE AV
WOODWARD AV
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ORCHARD AV
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MOBILE AV
GRAHAM AV
TUSCALOOSA AV
DECATUR AV
CENTER AV
EAGLE DR
PEACOCK RD
WALKER ST
JARECKI AV
BENDER AV
POWERS AV
GAVE AV
ALTA DR
HOWARD DR
WILLIAM DR
MARTHA DR
BIRMINGHAM AV
MONTGOMERY AV
SELMA AV
ANNISTON AV
FLOWICH ST
EARL ST
ALICE AV
UNABELLE ST
15TH ST
SHERRIS LN
HERITAGE LN
MAMMOTH CAVE TR
MT MCKINLEY TR
ISLE ROYALE TR
EVERGLADES TR
CHEROKEE RANCH RD
INDIAN OAKS E
INDIAN OAKS W
CHIPPEWA TR
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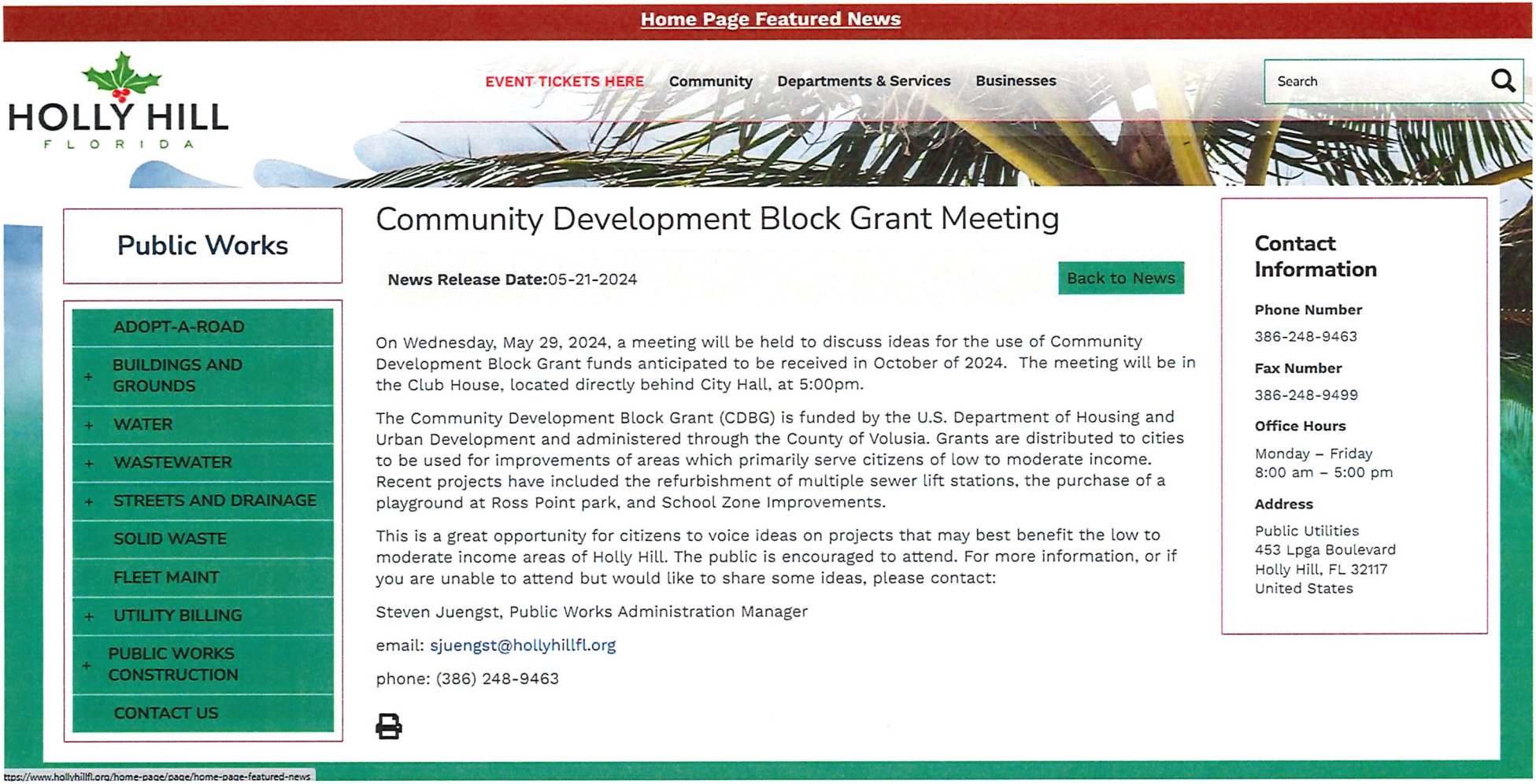
ASH AV
BAY AV
CEDAR AV
ACIREMA DR
DAHLIA AV
ELM AV
FERN AV
GLADIOLA AV
LAKEWOOD DR
NARCISSUS AV
CATHERINE AV
8TH ST
6TH ST
CALLE STRAMBE ST
GOLF AV
PAR LN
CHIPPEWAY LN
DUBBER LN
TIMBER LN
RIO WAY
ALABAMA AV
TIERRA CIR
FIESTA CIR
CAMINO CIR
EVERGREEN ST
LUNA CIR
PALM RD
S NOVA RD
GRANADA AV
PRIMO CT
HAMMOCK DR
SUNSET LN
NOVA RD
15TH ST
OLD KINGS RD
MISTLETOE DR
HICKORY AV
BUENA VISTA DR
ROSALIE DR
W NOVA RD
HOLLY ST
N NOVA RD
BURLEIGH AV
DAYTONA AV
AVONDALE AV
HARTFORD AV
7TH ST
6TH ST
5TH ST
4TH ST
1ST ST
SILVER BEACH DR
DOUGLAS DR
HARTER DR
SMOKEY LINICK WAY
SICKLER DR
HIGH ST
HIGHLAND AV
ROGERS CT
2ND ST
BROWNS CT
BAINBRIDGE AV
STATE AV
CARSWELL AV
COMMERCIAL DR
GROVE AV
MARLENE DR
SUNSET DR
RAMBLER RD
MAGNOLIA AV
JASMINE AV
OLEANDER AV
MAY AV
HIBISCUS AV
LAVERNA DR
ELSIE AV
DOROTHY AV
VIRGINIA AV
FLORIDA AV
CARD AV
CLIFTON AV
HOPKINS AV
3RD ST
CENTER ST
LILLIE DR
CAVANAH DR
LONDON RD
DIXIE DR
TRACY AV
DUBS DR
SCOTLAND DR
7th Street Neighborhood Park



Community Development Block Grant Meeting

News Release Date:05-21-2024

Back to News

On Wednesday, May 29, 2024, a meeting will be held to discuss ideas for the use of Community Development Block Grant funds anticipated to be received in October of 2024. The meeting will be in the Club House, located directly behind City Hall, at 5:00pm.

The Community Development Block Grant (CDBG) is funded by the U.S. Department of Housing and Urban Development and administered through the County of Volusia. Grants are distributed to cities to be used for improvements of areas which primarily serve citizens of low to moderate income. Recent projects have included the refurbishment of multiple sewer lift stations, the purchase of a playground at Ross Point park, and School Zone Improvements.

This is a great opportunity for citizens to voice ideas on projects that may best benefit the low to moderate income areas of Holly Hill. The public is encouraged to attend. For more information, or if you are unable to attend but would like to share some ideas, please contact:

Steven Juengst, Public Works Administration Manager

email: sjuengst@hollyhillfl.org

phone: (386) 248-9463

Contact Information

Phone Number

386-248-9463

Fax Number

386-248-9499

Office Hours

Monday – Friday
8:00 am – 5:00 pm

Address

Public Utilities
453 Lpga Boulevard
Holly Hill, FL 32117
United States

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Holly Hill, FL 32117
(386) 248-9420

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(386) 248-9420

instagram@hollyhillfl.org

hollyhillfl.org

Photos

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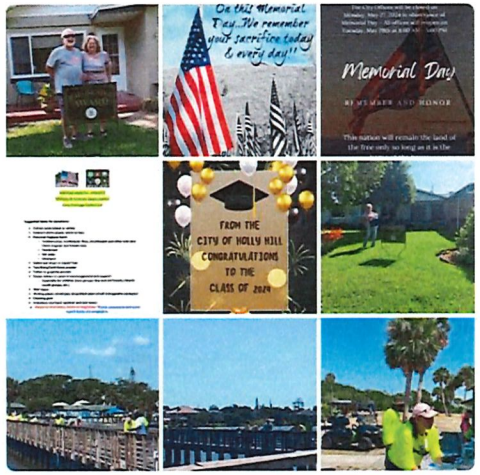

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Holly Hill, FL and 5 others 7 shares

Like Comment Share

Holly Hill, FL
May 21 at 10:51 AM ·

Community Development Block Grant (CDBG) Open Meeting

On Wednesday, May 29, 2024, a meeting will be held to discuss ideas for the use of Community Development Block Grant funds anticipated to be received in October of 2024. The meeting will be in the Club House, located directly behind City Hall, at 5:00 PM.

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Steven Juengst, Public Works Administration Manager
email: sjuengst@hollyhillfl.org
Public Works Administration Office: (386) 248-9463

Holly Hill, FL and 2 others 1 share

Like Comment Share

Write a comment...

Holly Hill, FL
May 21 at 9:30 AM ·



4:40 PM

CDBG Outreach Meeting
May 29, 2024 @ 5:00pm
The Club House

Name	City Resident
Steven Juengst	No
Donna Alderette	Yes

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

CDBG Outreach Meeting
May 29, 2024 @ 5:00pm
The Club House

1. CDBG Program Overview (HUD funded, administered by County, serving LMI areas)

2. LMI Map Area

2. Allocation: +/- $100,000

3. Past Projects:

- Numerous lift station projects
- Playground at Ross Point
- Water System Improvements east of US1

4. Ideas?

- Parking lot paving for Dog Park?
- Large playground at 7th Street Park?
- Ideas suggested by resident in attendance: Clearing of the 3rd Street ditch as there is significant silt cover and overgrowth. Resident was advised that this project likely would not be accepted as it is a maintenance project unless additional capacity was made available. Discussed this concern with the Public Works Director and was advised that the City is currently negotiating with Volusia County to have this work performed as the City does not have the needed equipment.

5. Notes

- CDBG work needs to be clearly defined as there are federal rules in place concerning prevailing wages, certified payrolls, etc.
- Streets/Sidewalks would be difficult as the entire City contract would need to follow federal guidelines, which may increase the cost of the project.

Attachment: Exhibit B - 2024-2025 CDBG Application (2024-R-44 : CDBG Annual Plan 2024-2025)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 25, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Three (3) Year Contract, with the Option for Two One Year Renewals, with H&H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-45**
APPLICANT:
PLANNER:

DISCUSSION:

The City Utility Wastewater Treatment Facility (WRF) produces sludge residuals in the process of converting sewage to reclaimed water. Historically the sludge has been transported and reused as fertilizer under contractor specialized in transport and disposal service provider capable of handling the facility's Class "B" residual biosolids. The transport and disposal must comply with Florida Statue 62-640, the primary rule relating to the treatment and management of biosolids and land application.

The City Utility advertised for Requests For Proposal (RFP) on April 26, 2024 with RFP 24-WW-01. RFP 24-WW-01 is attached as Exhibit A. Three proposals were received on May 28, 2024 at 10:00 AM. A committee reviewed each proposals ability to meet the FDEP biosolids rule and rank them by cost on June 5th, 2024 at 9AM. The evaluation with ranking with price consideration is attached as Exhibit B.

The three ranked vendors proposals submitted were:

1. H&H Liquid Sludge Disposal, Inc.
2. Synagro LLC
3. Revinu Inc

The evaluation committee found all three vendors were responsive to transport and disposing of the WRF sludge. H&H was the only vendor that proposed to directly transport and reuse the WRF Class B sludge as agricultural fertilizer pursuant to RFP 24-WW-01. Synagro and Revinu proposed to further treat the WRF's Class B sludge which significantly increased the price of their services.

H&H's response to RFP 24-WW-01 is attached Exhibit C. H&H has successfully provided WRF sludge transport and disposal for the past 5 year. The term of new agreement will be for a

three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement taking effect on October 1st, 2024.

FISCAL ANALYSIS:

All bidders were considered responsive. H&H is the recommended the lowest qualified sludge transport and disposal vendor at $37.00/CY for year 1, $38.50/CY for year 2 and $39.75 CY for year 3. Based on the recent 2023 sludge hauling volumes, the first year anticipated cost of sludge transport and disposal is approximately $200,000.00 for FY 24-25.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with H&H Liquid Sludge Disposal, Inc., to provide sludge removal, hauling and disposal services.

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:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT, WITH THE OPTION FOR TWO ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.

ATTACHMENTS:

- Exhibit A - RFP 24-WW-01 - Sludge Handling (PDF)
- Exhibit B - Sludge RFP Committee Evaluation Summary (PDF)
- Exhibit C - H&H Liquid Sludge Disposal Proposal(PDF)

Resolution No. 2024-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT, WITH THE OPTION FOR TWO ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; 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 ENTER INTO A THREE (3) YEAR CONTRACT, WITH THE OPTION FOR TWO ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approves the Utility operational budget annually to include sludge disposal; and

WHEREAS, the City has competitively bid the contract which had the bid opening on May 28, 2024; and

WHEREAS, H&H Liquid Sludge Disposal, Inc., was the lowest responsive bidder, at $37.00/CY for year 1, $38.50/CY for year 2 and $39.75 CY for year 3.

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 a three (3) year agreement, with the option for two one year renewals, with H&H Liquid Sludge Disposal, Inc., to provide sludge removal, hauling and disposal services taking effect on October 1, 2024.

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 JUNE, 2024.

Request for Proposals

NUMBER
24-WW-01

HOLLY HILL
FLORIDA

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Michele Moore, Finance Director

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

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CITY OF HOLLY HILL

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

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Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

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SECTION 00 02 00
INVITATION TO BID

CITY OF HOLLY HILL, FLORIDA

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

BID# 24-WW-01

Notice is hereby given that the City of Holly Hill, Florida is accepting bids to provide Sludge Removal, Hauling and Disposal Services for the City of Holly Hill.

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 am, May 28, 2024** 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 May 8, 2024.** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work - Provision of specialized disposal and transporting of residual biosolids from the City of Holly Hill's Advanced Wastewater Treatment Facility as needed in accordance with the terms, conditions, and specifications stated herein.

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 Michele Moore at financedirector@hollyhillfl.org . Questions to be submitted no later than **5:00 pm on May 21, 2024.**

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.

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:

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

CITY OF HOLLY HILL
VOLUSIA COUNTY,
FLORIDA s/ Joseph A. Forte
City Manager

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

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:

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

BID NO. 24-WW-01

B.The location of the project is 453 LPGA Boulevard, 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 Michele Moore at financedirector@hollyhillfl.org. Questions to be submitted no later than 5:00pm on May 21 2024. Any addenda will be issued by May 23, 2024.

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 proposals, 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 he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

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 his/her 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 site of the project, 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.

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 .

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

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 his/her name and give his/her 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

Bid bonds will not be required 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.

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

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

and become a part of the Contract Documents, Bidders may submit to the a written request for an interpretation thereof to financedirector@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.

1.14 Pre-Bid Conference

☒ A non-mandatory pre-bid conference is scheduled for May 8, 2024 at 10:00 in the City Hall Commission Chambers, located at 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

1.15 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	**Date**
Issue **RFP** Notice	April 26, 2024
Non-Mandatory Pre-Bid Conference	May 8, 2024 - 10:00 am
Last Date for Receipt of Written Questions	May 21, 2024 – 5:00 pm
Addendum Issued (If Applicable)	May 23, 2024
Opening Date	May 28, 2024 - 10:00 am
Evaluation Committee	May 30, 2024
Notice of Recommendation	May 31, 2024
City Commission Hearing Date	June 11, 2024

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

1 .16 SCOPE OF WORK

The City is seeking the services of Sludge Removal, Hauling and Disposal Services to provide specialized disposal and the transporting of residual biosolids to include, but not limited to, to provide all equipment, materials, labor and other specialized services to the City Advanced Wastewater Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Sludge Hauler shall provide, but not limited to the following services:
The Contractor agrees to provide all equipment, materials, labor and other specialized services to the City for "Biosolids Transportation and Land Application." to haul and land apply the City's Wastewater Treatment Facility Class "B" Residual Biosolids. The City produces approximately 1,977 tons of biosolids annually typically removed with 108 pulls/year in 31 cubic yard trailers. This is only an estimate for bidding purposes as actual work will depend on wastewater plant flows.

1) The contractor shall provide for transporting biosolids from the treatment facility (453 LPGA Boulevard, Holly Hill, Florida) to disposal/land application site(s).

2) Trucks tractor/trailer or other suitable containers of sufficient capacity shall be provided at the City's facility for loading by City personnel.

3) Transporting equipment shall be readily movable by the City personnel to facilitate 365 day a year continuous loading and are subject to City approval.

4) Bid price for transporting biosolids shall include all costs, including staging / loading time, licensed drivers, insurance and all applicable permits for over the road hauling.

5) The contractor is responsible for transporting biosolids; the contractor agrees that biosolids disposal operation will not be halted due to transportation problems.

6) The contractor provides the transportation; contractor accepts responsibility for the biosolids after the city loads the material into contractor trucks or trailers for transportation to the land application site. Contractor will have alternative equipment or operations in place to prevent this.

7) Contractor agrees to be responsible for any costs that may occur due to contractors not being able to accept biosolids at primary land application site. Contractor will be responsible for all addition costs incurred for alternative disposal.

8) Contractor shall own and operate a Management Facility if necessary; haul and land apply municipal biosolids. This Contractor or Facility shall operate under permits from the Florida Department of Environmental Protections (FDEP) as a licensed facility land application contractor of the final biosolids. The City is responsible to meet FDEP requirements. The Sludge Removal, Hauling and Disposal Services Contractor is the responsible party. Florida Statue 62-640.300 permit requirements: *(5) Responsibility for Treatment and Proper Use (b) The Contractor permittee shall be held responsible for management, use, land application violations that occur after its residuals have been accepted by a permitted residuals management facility of the City's wastewater with which the source facility at the City's Wastewater Treatment Facility's permittee has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for management, use or land application.*

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

9) Contractor agrees to accept biosolids on a 365 day per year basis, as directed by the City of Holly Hill Wastewater Supervisor. Site delivery schedule may change at various times, when coordinated in advance by the Wastewater Supervisor.

10) The potential biosolids production during the period of this agreement will be approximately 190 to 270 dry tons per month. Dewatered biosolids shall range from 40 to 65 percent dry solids by weight, with an average of approximately 50 percent dry solids. A copy of a recent independent laboratory biosolids analysis is included in this specification.

11) Contractor and the City agree that biosolids production at the City's facility will vary annually, seasonally and monthly. Therefore, the values for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

1) **Drug-Free Workplace**: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:**

A) Minimum five (5) years' experience in the Sludge Removal, Hauling and Disposal Services and disposal business, specifically hauling wastewater treatment plant sludge.

B) Must provide all required licenses, certifications and permits.

C) Proof of current insurance to meet the specifications listed in section x of these bid documents.

D) Must employ drivers with CDL licenses, licensed to operate in Florida

E) Must be able to produce letter or evidence that company is current and able to be provided credit by the receiving landfill.

F) The Contractor shall supply at no additional cost to the City of Holly Hill three (3) well maintained and serviced roadworthy thirty (30) yard tandem wheel trailers.

i Two trailers shall be clean and empty backup trailers and the other shall be supplied for loading and remain under the filter press loading bay at all times. The only reason one of these trailers would not be on site is for the purposes of unloading and cleaning.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

G) There shall at all times be at least two trailers on site for the purpose of 365 clays a year continuous loading the City's Biosolids residual. Facility is open 24hrs/day for transport.

H) Contractor will own or lease these trailers for the City of Holly Hill to use. All maintenance, insurance and repairs on the trailers will be the sole expense and responsibility of the Sludge Removal, Hauling and Disposal Services Contractor.

3) **Regulatory Requirements**

A) It is understood that both the CITY and the Sludge Removal, Hauling and Disposal Services Contractor are currently under regulation by the Federal, State and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of said agencies or bodies or by any court of competent jurisdiction.

B) The City of Holly Hill will comply by local, state and federal regulations for Class "B" residual Biosolids. The Contractor will be required to take responsibility hauling and land application of the City of Holly Hill biosolids when the City loads the Contractor's trailer in the loading bay of the Solids Handling Building. The Contractor shall comply with all requirements with Domestic Wastewater Residuals, Chapter 62-640 of the Florida Administrative Code (F AC 62-640) and Federal Biosolids Regulations, U.S. EPA 40 CFR, Part 503 and any future updates/amendments to the above mentioned rules and regulations as minimum testing for all land application parameters.

C) The City of Holly Hill will provide analysis as required by local, State, and Federal Regulations for Class "B" residual Biosolids.

D) Sludge Removal, Hauling and Disposal Services Contractor accepts responsibility for biosolids as defined in F AC 62-640 and U.S. EPA CFR, Part 503. Biosolids provided by the CITY shall meet the chemical criteria for land application as outlined in FAC 62-640 and federal Biosolids Regulations, 40 CFR 503 and any future updates/amendments to the above mentioned rules and regulations.

E) Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications.

F) Sludge Removal, Hauling and Disposal Services Contractor agrees to provide CITY with land application records with FAC 62-640 and Federal Biosolids regulation, 40 CPR part 503, and any future updates / amendments to the above mentioned rules and regulations.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

G) Sludge Removal, Hauling and Disposal Services Contractor will make official permit application permit modification for the CITY'S Biosolids within fourteen (14) days of notice to proceed.

H) The Sludge Removal, Hauling and Disposal Services Contractor shall provide all land application sites, agricultural use plans, regulatory permits and reporting to the regulatory agencies on results of land application and loading of A.U.S. as required by law.

4) **Hauling Operations and Management**

A) The contractor agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being land applied or retained at the application site.

B) Contractor agrees to obtain, and maintain in good standing, all necessary local, regional, State, and Federal permits and licenses required to haul and land apply wastewater biosolids. The Contractor shall be responsible for all permitting of the land application sites.

C) The Contractor shall prepare and submit in a timely manner all reports required by the staff of the City of Holly Hill Wastewater Treatment Facility, Federal, State, and local regulatory agencies.

D) Trip/disposal tickets on a form acceptable to the City and Florida Department of Environmental Protection (FDEP) shall establish a change of custody from the City to the Contractor's disposal site and quantities delivered and land applied on permitted approved land use site.

E) The contractor shall be responsible for all surcharges that may be imposed by the County or State.

F) The contractor shall hold the City of Holly Hill harmless against all claims, damages, regulatory agency citations, losses and expenses that may arise from the transporting, storage distribution and application in which the City's biosolids are involved.

G) The Contractor agrees to comply with the City requirements for entering into contracts for services as contained in other documents included in this package, note: (the insurance limits, requirements and coverage's).

H) Sludge Removal, Hauling and Disposal Services Contractor may temporarily suspend land application operations for environmental consideration if warned by adverse weather, site specific conditions or permit requirements. (Back up weather sites and/or trailers must be available for 365 days of continuous hauling from the City of Holly Hill Wastewater Treatment Facility. Sludge Removal, Hauling and Disposal Services Contractor will be responsible for site storage of any additional trailers).

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

2) The City designates the Wastewater Supervisor of the City Wastewater Treatment Facility as being the representative of the City in all matters regarding biosolids treatment and coordinating biosolids treatment/disposal tickets for each load of disposed biosolids. All biosolids removed from the premises shall be checked by the Wastewater Supervisor or designee(s) who will collect and maintain trip/disposal tickets for each load of disposed biosolids.

City's Right to Inspect

Prior to award of bid, the City reserves the right to visit and inspect proposed disposal site(s), plant and access roads, and be provide copies of all permits, agreements and other documentation associated with the use of the site(s) for biosolids treatment and land application disposal.

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the extension option shall be granted.

Pricing of hauling and land application may be revised in year four and five upon anniversary date of the contract by 75% of the Southern Region All Items CPI Index. The Contractor shall notice the City of any price increase by April 15 of the preceding fiscal year.

General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Community Development Department, (386) 248-9422.

B) Principals/Collusion

By submission of this RFP, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) 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 his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **IRFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) 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.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies 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 for a period of 36 months following the date of being placed on the convicted vendor list.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) 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 current City Ethics Ordinance, and City Administrative Policy. 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, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) 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.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the **City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117.** Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

Instructions for Bid

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.
☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before May 28, 2024 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposals enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1) The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

2) Invitation to Bids (**RFP**) issued.

3) Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4) The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.

5) Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the

Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines

must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Invitation to Bid's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.

b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

Information provided for each clients shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V – Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI – Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII – Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	30	30.0
Company #2	$108,000.00	$100,000.00	92.6%	30	27.78
Company #2	$120,000.00	$100,000.00	83.3%	30	24.99

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Capacity to Perform Work: **• Work efficiently and within reasonable time constraints.** **• The ability to perform necessary work under the contract.** **• The ability to provide financial stability over the term of the contract.**	**25**
Professional Proposals: **• Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.**	**25**
Price	**30**
Compliance and acceptance of terms of this RFP	**20**
Total Points	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the hi volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

2) Contract / Agreement and All Required Forms

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entities Crimes Statement
- Compliance with Public Records Law
- References Form
- Vendor Information
- W9
- Proposal Pricing Form

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**

Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract / agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP 24-WW-01",** Proposal Title "**SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES**" and **May 28, 2024** "**@ 10:00 am**".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

PROPOSAL PRICING FORM
RFP 24-WW-01
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for _____"Contractor"

Price for sludge removal, hauling and disposal services per Cubic Yard

Year 1: _____ per Cubic Yard

Year 2: _____ per Cubic Yard

Year 3: _____ per Cubic Yard

Notes: 1) The volume of material removed will be measured in cubic yards based on volume of trailer transported. 2) Contractor shall allow the City Utility unlimited ability to move empty and loaded trailers on-site to facilitate loading and storage for contractor transport. 3) The City produces approximately 1,977 tons of biosolids annually typically removed with 108 pulls/year in 31 cubic yard trailers for the basis of bid. Actual quantity and number of pulls will vary on plant influent.

Please provide a detailed description of all costs associated with the process.

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work site.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature	Address
Printed Name & Title	City, State, Zip Code
Company	Telephone No.
Date	Email Address

00 30 00

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Fees for work done on all City projects

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)

_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

_____ Company	_____ Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name & Title	_____ Telephone No.
_____ Email	_____ Fax No.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

2. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____
(Print Individual's Name and Title)

for _____
(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) i _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(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 of 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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 contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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 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, shall be a prima facie case 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.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means 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 provisions 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2024.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of _____

_____ My commission expires: _____
(Type of Identification)

00 47 00-02

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of_____

County of_____

_, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

00 48 00

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 of, 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**
☐ **NO**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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): _____

Project Number: **RFP# 24-WW-01**

Date: _____

00 48 60

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

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.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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,

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, 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 - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

_____

Notary Public

My Commission Expires: _____

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Request for Proposals (RFP) #24-WW-01

THIS AGREEMENT is made and entered into this _____ day of_____, 2024, by and between _____ , duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" 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 Invitation to Bid (RFP #24-WW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. 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. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR'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 Contractor:
_____, _____(Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

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: _____

WITNESSES:

_____

_____

FIRMS

By: _____

_____, _____

Dated: _____

Attachments: **A. RFP #24-WW-01**
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2024 under Agenda Item No. _____.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

ACKNOWLEDGEMENTS

RFP # 24-WW-01 Sludge Removal, Hauling and Disposal Services

To: City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

_____

From: : Insert Information "Contractor"

The Contractor agrees to provide SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES within _____ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this_____ day of_____, _____
(Month) (Year)

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (____) _____ **Fax: (____)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) **(Print name)**

Address:

_____

_____

_____

Telephone: (____) _____ **Fax: (____)** _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

_____

Dates of Service: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

_____

Dates of Service: _____

3. Name of Company: _____

Address: _____

_____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

_____

Dates of Service: _____

4. Name of Company: _____

Address _____

Point of Contact: _____

Phone # _____ Email address: _____

Service(s) Provided: _____

_____

Dates of Service: _____

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.: _____ Fax No.: _____

Email Address: _____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP 24-WW-01 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP 24-WW-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ___ day of _____, 20__ in the City of _____, in the State of _____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice required.**

☒ 11. The Certificate must state the **RFP** Number **24-WW-01** and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES**.

= = = =

Attachment: Exhibit A - RFP 24-WW-01 - Sludge Handling (2024-R-45 : Sludge Hauling)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP # 24-WW-01

Sludge Removal, Hauling and Disposal Services

OPENING DATE/TIME:
May 28, 2024
by 10:00 a.m.

CITY OF HOLLY HILL, FLORIDA

EVALUTIAON SUMARY - SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

BID# 24-WW-01 - Received May 28, 2024 @ 10:00AM

Evaluation Meeting: June 5th at 9:00AM in PW office 453 LPGA Blvd, Holly Hill FL 32117

TOTAL TEAM SCORE

Vendor Name	Capacity to Perform Work	Professional Proposals Experience	Price (Matrix)	Compliance	Point Score	Ranking
Vendor Name	75 Points	75 Points	90 Points per Tab VII	20 Points	Score 300 Points	3 to 9
H&H	70	70	90	60	**290**	**3**
Synagro	70	75	0	60	**205**	**6**
Revinu	50	70	0	50	**170**	**9**

CITY OF HOLLY HILL, FLORIDA
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
BID# 24-WW-01 - Received May 28, 2024 @ 10:00AM
Evaluation Meeting: June 5th at 9:00AM in PW office 453 LPGA Blvd, Holly Hill FL 32117

Evaluator Josef Grusauskas **Date** 5-Jun-24

Vendor Name	Capacity to Perform Work	Professional Proposals Experience	Price (Matrix)	Compliance	Point Score	Ranking
Vendor Name	25 Points	25 Points	30 Points per Tab VII	20 Points	Score 100 Points	1 to 3
H&H	25	25	30	20	**100**	**1**
Synagro	20	25	0	20	**65**	**2**
Revinu	10	25	0	20	**55**	**3**

CITY OF HOLLY HILL, FLORIDA
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
BID# 24-WW-01 - Received May 28, 2024 @ 10:00AM
Evaluation Meeting: June 5th at 9:00AM in PW office 453 LPGA Blvd, Holly Hill FL 32117

Evaluator John Dally **Date** 5-Jun-24

Vendor Name	Capacity to Perform Work	Professional Proposals Experience	Price (Matrix)	Compliance	Point Score	Ranking
Vendor Name	25 Points	25 Points	30 Points per Tab VII	20 Points	Score 100 Points	1 to 3
H&H	25	25	30	20	**100**	**1**
Synagro	25	25	0	20	**70**	**2**
Revinu	20	25	0	20	**65**	**3**

CITY OF HOLLY HILL, FLORIDA
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
BID# 24-WW-01 - Received May 28, 2024 @ 10:00AM
Evaluation Meeting: June 5th at 9:00AM in PW office 453 LPGA Blvd, Holly Hill FL 32117

Evaluator Steve Juengst **Date** 5-Jun-24

Vendor Name	Capacity to Perform Work	Professional Proposals Experience	Price (Matrix)	Compliance	Point Score	Ranking
Vendor Name	25 Points	25 Points	30 Points per Tab VII	20 Points	Score 100 Points	1 to 3
H&H	20	20	30	20	**90**	**1**
Synagro	25	25	0	20	**70**	**2**
Revinu	20	20	0	10	**50**	**3**

RFP Tab VII - Price (Matrix) Proposal Evaluation (30 points total)

Vendor Name	Bid Price	Price Difference from Low Bid	% Difference from low bid	Score Per Tab VII
H&H	$ 37.00	0	100%	30
Synagro	$ 106.46	$ 69.46	188%	0
Revinu	$ 174.36	$ 137.36	371%	0

NOTE:
1) Any % value over100% of low bid price = 0 points
2) Synagro and Revinu both proposed to further treat Class B sludge

Attachment: Exhibit B - Sludge RFP Committee Evaluation Summary (2024-R-45 : Sludge Hauling)

H&H Liquid Sludge Disposal, Inc.

Steve Hacht, President
P.O. Box 390, Branford, FL 32008
(800) 653-0386
biosolidsolutions@hhlsd.com

City of Holly Hill

Sludge Removal, Hauling and Disposal Services

Invitation to Bid No. 24-WW-01

Opening: Tuesday, May 28, 2024
at 10:00 am

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

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Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

1. Management Summary

Liquid Sludge Disposal
H&H
Inc.
P.O. Box 390 • Branford, Florida 32008 • (800) 653-0386

May 23, 2024
ITB 24-WW-01

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

To Whom It May Concern,

H&H Liquid Sludge Disposal, Inc. is a Florida corporation, started in 1978, which provides transportation and disposal services to water and wastewater treatment facilities for their residual products. Today H&H LSD, Inc. is a leader in residuals management in Florida, serving more than 40 facilities in the State, and has access to over 28,000 acres of FDEP permitted pastureland available for biosolids land application.

Our company is dedicated to providing quality service at competitive pricing, as well as being stewards of the environment by partnering with experts in the agricultural and wastewater industries to ensure biosolids are reused in the most effective manner. H&H LSD, Inc. can provide the necessary equipment, qualified personnel, permits and BMF locations to satisfy the City's needs for the removal and disposal of Class "B" residual biosolids. Additionally, we are currently providing the City's Biosolids and Land Application services and hope to continue our relationship with the City of Holly Hill.

In regards to this invitation to bid, I may be contacted at (800) 653-0386 or via email at shacht@hhlsd.com if there are any questions.

Sincerely,



Steve Hacht, President
H&H LSD, Inc.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

2. Corporate Experience and Capacity

H&H Liquid Sludge Disposal, Inc.

Corporate Experience

H&H LSD, Inc. is a family-owned corporation located in Branford, Florida. Since 1978, H&H has contracted with cities and counties to provide for their needs in water and wastewater management, such as agricultural site permitting, press dewatering, lime-stabilization, landfill and leachate hauling, biosolids composting, lift-station emergency pumping, operating wastewater treatment plants, and marketing compost and pelletized biosolid products. The company currently has over 40 qualified full-time employees and subcontractors, which include professional truck drivers, supervisors, field laborers and office staff.

H&H has developed an excellent rapport with city and county utilities statewide. The company is proud of its past performance and its present-day reputation of having the best and most dependable service in Florida's biosolids industry. The company takes pride in having accepted the challenge of biosolids management and is extremely pleased with its ability to handle numerous contracts at the same time.

In the 46 years of doing business, H&H has become a full-service entity that can perform various tasks in water and wastewater such as:

1) Transporting liquid and dewatered solids.
2) Land applying Class "B", Class "A", or Class "AA" residuals to citrus groves, farms, nurseries, ranches, and sod fields.
3) Dewatering wastewater sludge with filter belts and plate presses.
4) Lime stabilization of waste activated or non-vector biosolids.
5) Composting Class "B" biosolids to Class "AA".
6) Marketing Class "AA" for agricultural or commercial distribution.

H&H's primary objective will be to continue to service Florida Cities and Counties at fair prices and provide the latest waste technologies available.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

H&H Liquid Sludge Disposal, Inc.

Equipment and Customer Specific Details

Company Equipment Listing

12	Tankers
130	Aluminum Dump Trailers
10	Semi-Tractors
3	Lease Semi-Tractors

ITB# 24-WW-01 Job Specific Equipment & Personnel

Primary

Unit# 301	Aluminum Dump Trailer	30 cubic yards
Unit# 304	Aluminum Dump Trailer	30 cubic yards
Unit# 701	Aluminum Dump Trailer	30 cubic yards
Tractor# 9558	Mack	80,000 lbs

Secondary

Unit# 705	Aluminum Dump Trailer	30 cubic yards
Unit# 749	Aluminum Dump Trailer	30 cubic yards
Tractor# 0515	Mack	80,000 lbs

Personnel

Steve Hacht, President/Owner	35 yrs	Company Tenure (35 yrs Industry Exp.)
Katie Matthews, Controller/Owner	22 yrs	Company Tenure (22 yrs Industry Exp.)
Luis Anuez, Logistics Coordinator	18 yrs	Company Tenure (41 yrs Industry Exp.)
Blake Hacht, Compliance Manager	11 yrs	Company Tenure (13 yrs Industry Exp.)
Truck Driver, Eulice Afonso	6 yrs	Company Tenure (xx yrs Industry Exp.)
Truck Driver, Efrain Rosado	2 yrs	Company Tenure (xx yrs Industry Exp.)
Accounting, Sheila Morrison	38 yrs	Company Tenure (38 yrs Industry Exp.)

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

3. Customer Listing

H&H Liquid Sludge Disposal, Inc.
Customer Listing

Work of Similar Size and Scope

1) City of Cocoa
Address: 375 N Cocoa Blvd, Cocoa, FL 32922
Contact: Brent Heimbecker, Chief Operator
Phone: (321) 802-8301
Project Title: Biosolids Transportation and Disposal
Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
Dates of Service: April 2019 to present

2) City of Palm Bay
Address: 1111 Troutman Blvd NE, Palm Bay, FL 32905
Contact: Matthew Prendergast, Operations Division Manager
Phone: (321) 952-3499 x4156
Project Title: Biosolids Transportation & Disposal
Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
Dates of Service: March 31, 2020 to present

3) City of Edgewater
Address: 409 Mango Tree Drive, Edgewater, FL 32132
Contact: Matthew Hixon, Wastewater Plant Manager
Phone: (386) 424-2400 x4043
Project Title: Biosolids Transportation and Land Application
Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
Dates of Service: November 18, 2019 to present

4) City of Rockledge
Address: 1600 Huntington Lane, Rockledge, FL 32955
Contact: Jim Elmore, Director
Phone: (321) 221-6377
Project Title: Dewatered Sludge Transportation and Disposal Services
Description: Hauling of biosolids for disposal at a permitted Class 1 landfill.
Dates of Service: October 2014 to present

5) St. Johns County
Address: 1205 SR 16, St. Augustine, FL 32084
Contact: Tony Cubbedge, Environmental Division Manager
Phone: (904) 209-2620
Project Title: Collection, Transportation & Disposal of Wastewater Sludge
Description: Transport and dispose of Class B wastewater residuals from four Wastewater Treatment Facilities for land application of cake and liquid sludge.
Dates of Service: June 12, 2019 to present

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

10) City of Bradenton
Address: 101 Old Main Street, Bradenton, FL 34205
Contact: William Waitt, Superintendent
Phone: (941) 462-1998 x260
Project Title: Sludge Hauling and Residual Material Removal Services
Description: Transportation of biosolids material to a DEP permitted land application disposal site.
Dates of Service: June 19, 2019 to present

11) City of Lake City
Address: 205 North Marion Avenue, Lake City, FL 32055
Contact: Cody Pridgeon, Wastewater Director
Phone: (386) 758-5455
Project Title: Collection, Transportation and Disposal of Wastewater Sludge
Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
Dates of Service: May 18, 2020 to present

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

4. Acceptance of Conditions

Liquid Sludge Disposal
H&H
Inc.
P.O. Box 390 • Branford, Florida 32008 • (800) 653-0386

Acceptance of Conditions

H&H Liquid Sludge Disposal, Inc. understands and accepts the conditions of the ITB, including insurance requirements, in its current form. No exceptions are proposed.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

5. Documents

State of Florida
Department of State

I certify from the records of this office that H & H LIQUID SLUDGE DISPOSAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 24, 1978.

The document number of this corporation is 579930.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 31, 2024, 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 Thirty-first day of January, 2024

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 6205559142CC

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 C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 579930

FILED
Jan 31, 2024
Secretary of State
6205559142CC

Entity Name: H & H LIQUID SLUDGE DISPOSAL, INC.

Current Principal Place of Business:

6990 US HWY 27
BRANFORD, FL 32008

Current Mailing Address:

P O BOX 390
BRANFORD, FL 32008 US

FEI Number: 59-1832613

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

STEPHEN C. HACHT
6990 US HWY 27
BOX 390
BRANFORD, FL 32008 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: STEPHEN C HACHT 01/31/2024
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	SECRETARY/TREASURER
Name	HACHT, STEPHEN C	Name	MATTHEWS, KATHRYN HACHT
Address	27627 65TH ROAD	Address	6994 US HWY 27
City-State-Zip:	BRANFORD FL 32008	City-State-Zip:	BRANFORD FL 32008

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KATHRYN MATTHEWS SEC/TREAS 01/31/2024
Electronic Signature of Signing Officer/Director Detail — Date

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Operating Permit

49-SH-1511512

49-BID-67147

Miscellaneous - Sewage Hauling

Issued To: H & H L.S.D., Inc
6990 U.S. Hwy. 27
Branford, FL 32008

Mail To: H & H L.S.D., Inc.
P.O. Box 390
Branford, FL 32008

Owner: H & H L.S.D., Inc.

Total Capacity (Disposal Trucks): 28

County: **Osceola**
Amount Paid: $1,200.00
Date Paid: 05/23/2024
Issued Date: 05/23/2024
Expires On: 09/30/2024

Issued By:
Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741
(407) 742-8606

Original Customer: H & H L.S.D., Inc(NON-TRANSFERABLE) DISPLAY CERTIFICATE IN A CONSPICUOUS PLA

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Operating Permit

49-SH-1511512

49-BID-67147

Miscellaneous - Sewage Hauling

Issued To: H & H L.S.D., Inc
6990 U.S. Hwy. 27
Branford, FL 32008

Mail To: H & H L.S.D., Inc.
P.O. Box 390
Branford, FL 32008

Owner: H & H L.S.D., Inc.

County: Osceola
Amount Paid: $1,200.00
Date Paid: 05/23/2024
Issued Date: 05/23/2024
Expires On: 09/30/2024

Issued By:
Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741
(407) 742-8606

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

State of Florida
Department of Agriculture And Consumer Services

FERTILIZER LICENSE

Chapter 576, FLORIDA STATUTES

H & H LIQUID SLUDGE DISPOSAL, INC.
P.O. BOX 390
BRANFORD, FL 32008-0390

LICENSE NO. F001753

This is to certify that the person whose name and address shown above, has paid the required fees of $200.00 and is hereby granted this license to distribute fertilizer in the State of Florida as defined in Section 576.021, F. S. This license will expire on June 30, 2024.

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Fresh from Florida

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

August 5, 1999

H & H Liquid Sludge Disposal, Inc.
Post Office Box 609
Ft. White, Florida 32038

Dear Motor Carrier:

This office has received your application for an Intrastate USDOT number (Form MCS -150/FL). Your application has been processed through the USDOT Motor Carrier Management Information Systems (MCMIS) and the following Intrastate USDOT number has been assigned to your company:

USDOT 821903FL

Your intrastate USDOT Identification Number must be displayed on vehicle(s) ***with the Florida suffix (FL) clearly printed at the end of the USDOT number***, as specified in the Code of the Federal Regulations (CFR), Title 49, Part 390.21, which was adopted by Florida Statute 316.302. Provided for your information is an attached copy of CFR, Title 49 Part 390.21.

If this letter is received at a location other than your principal office (i.e., terminal or area office), please forward to the appropriate company officials. If there has been a change in your motor carrier name or principal office address, please correct the information shown at the top of this letter and return it to the following address:

Florida Department of Transportation
Motor Carrier Compliance Office
1815 Thomasville Road
Tallahassee, Florida 32303
Attention: Sandy Hall

Should you have any questions regarding the assignment of an Intrastate USDOT number or the adoption of the Federal Regulations by State Statutes for intrastate carriers, please feel free to contact my office at 850/922-0134, Monday-Friday (8am-5pm).

Sincerely,

Sandy Hall

Sandy Hall
Intrastate Identification
Program Manager

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2024

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
RRL Insurance Agency.
4450 W. Eau Gallie Blvd., Suite 115
Melbourne FL 32934

CONTACT NAME: Certificates
PHONE (A/C, No, Ext): 800-407-4077 **FAX (A/C, No):** 321-752-7980
E-MAIL ADDRESS: services@rrl-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Axis Insurance Company	37273
INSURER B : American Interstate Insurance Company	31895
INSURER C : MARKEL AMERICAN INS CO	28932
INSURER D : National Indemnity Company	20087
INSURER E : Upland Specialty Insurance Company	16988
INSURER F :	

INSURED HHLIQSLUD
H & H Liquid Sludge Disposal, Inc.
P.O. Box 390
Branford FL 32008

COVERAGES **CERTIFICATE NUMBER:** 727226406 **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 CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EMP1900057006	3/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73TRB005378	3/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
E	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			USXTL0575524	3/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AVWCFL3252442024	3/14/2024	3/14/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Pollution Liability Equipment Included Property	Y	Y	EMP1900057006 MKLM5IM0055437	3/1/2024 3/1/2024	6/1/2025 6/1/2025	Aggregate Limit 90% Co Insurance $1,000 DED	1,000,000 Wind DED $25,000 Wind DED $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Holly Hill is named as additional insured with respect to the operations of the named insured only.

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Ave
Holly Hill FL 32117

CANCELLATION 30

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
Paul

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

6. Required Form Submittals

PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Request for Proposals (RFP) #24-WW-01

THIS AGREEMENT is made and entered into this _____ day of_____, 2024, by and between H&H Liquid Sludge Disposal, Inc. , duly authorized to conduct business in the State of Florida and whose address is P.O. Box 390, Branford, FL 32008, hereinafter, called "CONTRACTOR" 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 Invitation to Bid (RFP #24-WW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. 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. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR'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 Contractor:
Steve Hacht, President (Name, Title)
H&H Liquid Sludge Disposal, Inc. (Company)
P.O. Box 390 (Address)
Branford, FL 32008 (City, State, Zip)
(800) 653-0386 (Phone)

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

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: _____

WITNESSES:

Katie Matthews

Heidi Morrison

FIRMS

By: _____

Steve Hacht, President

Dated: 5/23/2024

Attachments: **A. RFP #24-WW-01**
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2024 under Agenda Item No. _____.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

[X] The standard contract / agreement has been signed and included.

[X] All applicable forms have been signed and included

[X] All information as requested in the Proposer's Qualification Form is included.

[X] Any addenda have been signed and included.

[X] The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

[X] The **mailing envelope must be sealed and marked** with Qualification Number "**RFP 24-WW-01**", Proposal Title "**SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES**" and **May 28, 2024 "@ 10:00 am**".

[X] The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
[signature]	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
[signature]	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

State of Florida)
City of Branfor)

SUBSCRIBED AND SWORN to before me this 23rd day of May, 20 24, by Steve Hacht, who is personally known to me to be the President for the Firm, OR who produced the following identification: _____.

Notary Public [signature]

SHEILA D. MORRISON
Commission # HH 401986
Expires June 2, 2027

My Commission Expires: June 2, 2027

00 49 00

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
20%	Broward County Sludge Hauling Services	$ 3,700,000.00 annual
99%	JEA- Grit, Waste and Sludge Disposal Managment Services for Buckman WRF	$ 1,000,000.00 annual
18%	City of Plantation Sludge Disposal Services	$ 500,000.00 annual

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

JEA: Solicitation 1411543446 Grit, Waste and Sludge Disposal Managment Services for Buckman WRF

OTHER INFORMATION ABOUT PROJECTS:

Projects involve the collection, transportation and disposal of Class B biosolids at permitted disposal facilities.

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 458,152.61 **Total Fees for work done on all City projects**
10/10/2019 - present
Service Contract for Sludge Removal, Hauling & Disposal Services for the City of Holly Hill (ITB # 19-WW-12)

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

REFERENCES:
Bank(s) Maintaining Account(s): TD Bank, N.A.

160 NW Main Blvd., Lake City, FL 32055 Bobby Oellrich (904) 265-2517

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 46. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
[signature]	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-1284
Email	Fax No.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP 24-WW-01 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP 24-WW-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 23rd day of May, 2024 in the City of Branford, in the State of Florida.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhsld.com	(386) 935-0941
Email	Fax No.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice required.**

☒ 11. The Certificate must state the **RFP** Number **24-WW-01** and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

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PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

Acrisure Insurance
Insurance Agency

Signature of Proposer's Agent

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 of, 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **YES**
☐ **NO**

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
[signature]	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Suwannee

Steve Hacht. being first duly sworn, deposes and says that:

He/she is President of H&H Liquid Sludge Disposal, Inc., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

Subscribed and sworn to before me this 23rd day of May, 2024.

Notary

Title

SHEILA D. MORRISON
Commission # HH 401986
Expires June 2, 2027

My Commission Expires: June 2, 2027

00 48 00

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

ACKNOWLEDGEMENTS

RFP # 24-WW-01 Sludge Removal, Hauling and Disposal Services

To: **City of Holly Hill**
1065 Ridgewood Avenue
Holly Hill, Florida 32117

H&H Liquid Sludge Disposal, Inc.

From: : Insert Information "Contractor"

The Contractor agrees to provide SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES within 30 days **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 23rd **day of** May **(Month)**, 2024 **(Year)**

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (____) _____ **Fax:** (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / Steve Hacht
(Signature) **(Print name)**

Address:
P.O. Box 390
Branford, FL 32008

Telephone: (800) 653-0386 **Fax:** (386) 935-0941

Taxpayer Identification Number (TIN/EIN): 59-1832613

State Under Which Corporation Was Chartered:
Florida

Corporate President: Steve Hacht
(Print Name)

Corporate Secretary: Katie Matthews
(Print Name)

Corporate Treasurer: Katie Matthews
(Print Name)

CORPORATE SEAL

Attest By: Katie Matthews
Secretary

Signature: Katie Matthews **Date:** 5/23/2024

00 51 00-02

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosu consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response t the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from publ 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/paragrapl of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to eac 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, T THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT TH 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: H&H Liquid Sludge Disposal, Inc.

Authorized representative (printed): Steve Hacht, President

Authorized representative (signature): _____

Project Number: **RFP# 24-WW-01**

Date: 5/23/2024

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Cocoa
Address: 375 N Cocoa Blvd, Cocoa, FL 32922
Point of Contact: Brent Heimbecker, Chief Operator
Phone #: (321) 802-8301 Email address: bheimbecker@cocoafl.org
Service(s) Provided: Biosolids Transportation and Disposal
Hauling of Class B biosolids to a DEP permitted disposal site for land application.
Dates of Service: April 2019 to present

2. Name of Company: City of Palm Bay
Address: 1111 Troutman Blvd NE, Palm Bay, FL 32905
Point of Contact: Matthew Prendergast, Operations Division Manager
Phone #: (321) 952-3499 x 4156 Email address: matthew.prendergast@palmbayflorida.org
Service(s) Provided: Biosolids Transportation and Disposal
Hauling of Class B biosolids to a DEP permitted disposal site.
Dates of Service: March 31, 2020 to present

3. Name of Company: City of Edgewater
Address: 409 Mango Tree Drive, Edgewater, FL 32132
Point of Contact: Matthew Hixon, Wastewater Plant Manager
Phone #: (386) 424-2400 x 4043 Email address: mhixson@cityofedgewater.org
Service(s) Provided: Biosolids Transportation and Disposal
Hauling of Class B biosolids to a DEP permitted disposal site for land application.
Dates of Service: November 18, 2019 to present

4. Name of Company: City of Rockledge
Address 1600 Huntington Lane, Rockledge, FL 32955
Point of Contact: Jim Elmore, Director
Phone # (321) 221-6377 Email address: jelmore@cityofrockledge.org
Service(s) Provided: Collection, Transportation & Disposal of Wastewater Sludge
Hauling of biosolids for disposal at a permitted class one landfill.
Dates of Service: October 2014 to present

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

2. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Steve Hacht, President
(Print Individual's Name and Title)

for H&H Liquid Sludge Disposal, Inc.
(Print Name of Entity Submitting Sworn Statement)

whose business is biosolids transportation and disposal

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1832613

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(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 of 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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 contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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 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, shall be a prima facie case 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.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

5. I understand that a "person" as defined in Paragraph 287.133(1)(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 provisions 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 23rd day of May, 2024.

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: June 2, 2027

00 47 00-02

SHEILA D. MORRISON
Commission # HH 401986
Expires June 2, 2027

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: 59-1832613

Firm Name: H&H Liquid Sludge Disposal, Inc.

Mailing Address: P.O. Box 390
Branford, FL 32008

Telephone No.: (800) 653-0386 Fax No.: (386) 935-0941

Email Address: biosolidsolutions@hhlsd.com Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: Steve Hacht, President

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

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.)
H&H LIQUID SLUDGE DISPOSAL, INC.

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.
P.O. BOX 390

Requester's name and address (optional)
CITY OF HOLLY HILL

6 City, state, and ZIP code
BRANFORD, FL 32008

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
5 9 - 1 8 3 2 6 1 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 [signature] Date 5/23/2024

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 C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, 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.

H&H Liquid Sludge Disposal, Inc.

Consultant/Contractor Name and Address

Signature

Steve Hacht, President

Name and Title

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

7. Price Proposal Form

PROPOSAL PRICING FORM
RFP 24-WW-01
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for H&H Liquid Sludge Disposal, Inc. **"Contractor"**

Price for sludge removal, hauling and disposal services per Cubic Yard

Year 1: $37.00 per Cubic Yard

Year 2: $38.50 per Cubic Yard

Year 3: $39.75 per Cubic Yard

Notes: 1) The volume of material removed will be measured in cubic yards based on volume of trailer transported. 2) Contractor shall allow the City Utility unlimited ability to move empty and loaded trailers on-site to facilitate loading and storage for contractor transport. 3) The City produces approximately 1,977 tons of biosolids annually typically removed with 108 pulls/year in 31 cubic yard trailers for the basis of bid. Actual quantity and number of pulls will vary on plant influent.

Please provide a detailed description of all costs associated with the process.

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work site.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature	P.O. Box 390 Address
Steve Hacht, President Printed Name & Title	Branford, FL 32008 City, State, Zip Code
H&H Liquid Sludge Disposal, Inc. Company	(800) 653-0386 Telephone No.
5/23/2024 Date	biosolidsolutions@hhlsd.com Email Address

00 30 00

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

8. Addendum & Invitation to Bid

ADDENDUM NUMBER
RFP 24-WW-01
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 24-WW-01** for the above request for **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted RFQ or it will be declared Non-Responsive.

GENERAL

1) **RFP 24-WW-01 – T**he Bid Opening is Tuesday May 28, 2024 at 10:00AM. (The Memorial Day Holiday on Monday does not change the bid opening date. It is the bidders responsibility to coordinate submittal of bid timely on Tuesday.)

QUESTIONS AND ANSWERS

1) QUESTION Who is the current contractor providing the sludge removal, hauling and disposal services? RESPONSE: H&H Liquid Sludge Disposal LLC

2) QUESTION What is their current 2024 rate per cubic yard? RESPONSE: $29.91/CY.

3) QUESTION: What is the density of the dewatered sludge cake (pounds per gallon)? RESPONSE: On-site belt press produces are typical 65.97% solids for transport.

End Addendum # 1

Acknowledged by: _____
Steve Hacht, Pres.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

Request for Proposals

NUMBER
24-WW-01

HOLLY HILL
FLORIDA

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Michele Moore, Finance Director

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

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CITY OF HOLLY HILL

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

BID NO. 24-WW-01

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00 10 00	Instruction to Bidders
00 32 00	Statement of Bidder's Qualifications
00 47 00	Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
00 48 00	Anti-Collusion Statement
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END OF TABLE OF CONTENTS

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
BID# 24-WW-01

Notice is hereby given that the City of Holly Hill, Florida is accepting bids to provide Sludge Removal, Hauling and Disposal Services for the City of Holly Hill.

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 am, May 28, 2024** 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 May 8, 2024.** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work - Provision of specialized disposal and transporting of residual biosolids from the City of Holly Hill's Advanced Wastewater Treatment Facility as needed in accordance with the terms, conditions, and specifications stated herein.

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 Michele Moore at financedirector@hollyhillfl.org . Questions to be submitted no later than **5:00 pm on May 21, 2024.**

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.

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:

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

CITY OF HOLLY HILL
VOLUSIA COUNTY,
FLORIDA s/ Joseph A. Forte
City Manager

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

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:

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

BID NO. 24-WW-01

B.The location of the project is 453 LPGA Boulevard, 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 Michele Moore at financedirector@hollyhillfl.org. Questions to be submitted no later than 5:00pm on May 21, 2024. Any addenda will be issued by May 23, 2024.

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 proposals, 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 he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

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 his/her 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 site of the project, 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.

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 .

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

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 his/her name and give his/her 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

Bid bonds will not be required 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.

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

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

and become a part of the Contract Documents, Bidders may submit to the a written request for an interpretation thereof to financedirector@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.

1.14 Pre-Bid Conference

☒ A non-mandatory pre-bid conference is scheduled for May 8, 2024 at 10:00 in the City Hall Commission Chambers, located at 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

1.15 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	**Date**
Issue **RFP** Notice	April 26, 2024
Non-Mandatory Pre-Bid Conference	May 8, 2024 - 10:00 am
Last Date for Receipt of Written Questions	May 21, 2024 – 5:00 pm
Addendum Issued (If Applicable)	May 23, 2024
Opening Date	May 28, 2024 - 10:00 am
Evaluation Committee	May 30, 2024
Notice of Recommendation	May 31, 2024
City Commission Hearing Date	June 11, 2024

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

1 .16 SCOPE OF WORK

The City is seeking the services of Sludge Removal, Hauling and Disposal Services to provide specialized disposal and the transporting of residual biosolids to include, but not limited to, to provide all equipment, materials, labor and other specialized services to the City Advanced Wastewater Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Sludge Hauler shall provide, but not limited to the following services:
The Contractor agrees to provide all equipment, materials, labor and other specialized services to the City for "Biosolids Transportation and Land Application." to haul and land apply the City's Wastewater Treatment Facility Class "B" Residual Biosolids. The City produces approximately 1,977 tons of biosolids annually typically removed with 108 pulls/year in 31 cubic yard trailers. This is only an estimate for bidding purposes as actual work will depend on wastewater plant flows.

1) The contractor shall provide for transporting biosolids from the treatment facility (453 LPGA Boulevard, Holly Hill, Florida) to disposal/land application site(s).

2) Trucks tractor/trailer or other suitable containers of sufficient capacity shall be provided at the City's facility for loading by City personnel.

3) Transporting equipment shall be readily movable by the City personnel to facilitate 365 day a year continuous loading and are subject to City approval.

4) Bid price for transporting biosolids shall include all costs, including staging / loading time, licensed drivers, insurance and all applicable permits for over the road hauling.

5) The contractor is responsible for transporting biosolids; the contractor agrees that biosolids disposal operation will not be halted due to transportation problems.

6) The contractor provides the transportation; contractor accepts responsibility for the biosolids after the city loads the material into contractor trucks or trailers for transportation to the land application site. Contractor will have alternative equipment or operations in place to prevent this.

7) Contractor agrees to be responsible for any costs that may occur due to contractors not being able to accept biosolids at primary land application site. Contractor will be responsible for all addition costs incurred for alternative disposal.

8) Contractor shall own and operate a Management Facility if necessary; haul and land apply municipal biosolids. This Contractor or Facility shall operate under permits from the Florida Department of Environmental Protections (FDEP) as a licensed facility land application contractor of the final biosolids. The City is responsible to meet FDEP requirements. The Sludge Removal, Hauling and Disposal Services Contractor is the responsible party. Florida Statue 62-640.300 permit requirements: *(5) Responsibility for Treatment and Proper Use (b) The Contractor permittee shall be held responsible for management, use, land application violations that occur after its residuals have been accepted by a permitted residuals management facility of the City's wastewater with which the source facility at the City's Wastewater Treatment Facility's permittee has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for management, use or land application.*

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

9) Contractor agrees to accept biosolids on a 365 day per year basis, as directed by the City of Holly Hill Wastewater Supervisor. Site delivery schedule may change at various times, when coordinated in advance by the Wastewater Supervisor.

10) The potential biosolids production during the period of this agreement will be approximately 190 to 270 dry tons per month. Dewatered biosolids shall range from 40 to 65 percent dry solids by weight, with an average of approximately 50 percent dry solids. A copy of a recent independent laboratory biosolids analysis is included in this specification.

11) Contractor and the City agree that biosolids production at the City's facility will vary annually, seasonally and monthly. Therefore, the values for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

1) **Drug-Free Workplace**: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:**

A) Minimum five (5) years' experience in the Sludge Removal, Hauling and Disposal Services and disposal business, specifically hauling wastewater treatment plant sludge.

B) Must provide all required licenses, certifications and permits.

C) Proof of current insurance to meet the specifications listed in section x of these bid documents.

D) Must employ drivers with CDL licenses, licensed to operate in Florida

E) Must be able to produce letter or evidence that company is current and able to be provided credit by the receiving landfill.

F) The Contractor shall supply at no additional cost to the City of Holly Hill three (3) well maintained and serviced roadworthy thirty (30) yard tandem wheel trailers.

i Two trailers shall be clean and empty backup trailers and the other shall be supplied for loading and remain under the filter press loading bay at all times. The only reason one of these trailers would not be on site is for the purposes of unloading and cleaning.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

G) There shall at all times be at least two trailers on site for the purpose of 365 clays a year continuous loading the City's Biosolids residual. Facility is open 24hrs/day for transport.

H) Contractor will own or lease these trailers for the City of Holly Hill to use. All maintenance, insurance and repairs on the trailers will be the sole expense and responsibility of the Sludge Removal, Hauling and Disposal Services Contractor.

3) **Regulatory Requirements**

A) It is understood that both the CITY and the Sludge Removal, Hauling and Disposal Services Contractor are currently under regulation by the Federal, State and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of said agencies or bodies or by any court of competent jurisdiction.

B) The City of Holly Hill will comply by local, state and federal regulations for Class "B" residual Biosolids. The Contractor will be required to take responsibility hauling and land application of the City of Holly Hill biosolids when the City loads the Contractor's trailer in the loading bay of the Solids Handling Building. The Contractor shall comply with all requirements with Domestic Wastewater Residuals, Chapter 62-640 of the Florida Administrative Code (F AC 62-640) and Federal Biosolids Regulations, U.S. EPA 40 CFR, Part 503 and any future updates/amendments to the above mentioned rules and regulations as minimum testing for all land application parameters.

C) The City of Holly Hill will provide analysis as required by local, State, and Federal Regulations for Class "B" residual Biosolids.

D) Sludge Removal, Hauling and Disposal Services Contractor accepts responsibility for biosolids as defined in F AC 62-640 and U.S. EPA CFR, Part 503. Biosolids provided by the CITY shall meet the chemical criteria for land application as outlined in FAC 62-640 and federal Biosolids Regulations, 40 CFR 503 and any future updates/amendments to the above mentioned rules and regulations.

E) Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications.

F) Sludge Removal, Hauling and Disposal Services Contractor agrees to provide CITY with land application records with FAC 62-640 and Federal Biosolids regulation, 40 CPR part 503, and any future updates / amendments to the above mentioned rules and regulations.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

G) Sludge Removal, Hauling and Disposal Services Contractor will make official permit application permit modification for the CITY'S Biosolids within fourteen (14) days of notice to proceed.

H) The Sludge Removal, Hauling and Disposal Services Contractor shall provide all land application sites, agricultural use plans, regulatory permits and reporting to the regulatory agencies on results of land application and loading of A.U.S. as required by law.

4) **Hauling Operations and Management**

A) The contractor agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being land applied or retained at the application site.

B) Contractor agrees to obtain, and maintain in good standing, all necessary local, regional, State, and Federal permits and licenses required to haul and land apply wastewater biosolids. The Contractor shall be responsible for all permitting of the land application sites.

C) The Contractor shall prepare and submit in a timely manner all reports required by the staff of the City of Holly Hill Wastewater Treatment Facility, Federal, State, and local regulatory agencies.

D) Trip/disposal tickets on a form acceptable to the City and Florida Department of Environmental Protection (FDEP) shall establish a change of custody from the City to the Contractor's disposal site and quantities delivered and land applied on permitted approved land use site.

E) The contractor shall be responsible for all surcharges that may be imposed by the County or State.

F) The contractor shall hold the City of Holly Hill harmless against all claims, damages, regulatory agency citations, losses and expenses that may arise from the transporting, storage distribution and application in which the City's biosolids are involved.

G) The Contractor agrees to comply with the City requirements for entering into contracts for services as contained in other documents included in this package, note: (the insurance limits, requirements and coverage's).

H) Sludge Removal, Hauling and Disposal Services Contractor may temporarily suspend land application operations for environmental consideration if warned by adverse weather, site specific conditions or permit requirements. (Back up weather sites and/or trailers must be available for 365 days of continuous hauling from the City of Holly Hill Wastewater Treatment Facility. Sludge Removal, Hauling and Disposal Services Contractor will be responsible for site storage of any additional trailers).

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

2) The City designates the Wastewater Supervisor of the City Wastewater Treatment Facility as being the representative of the City in all matters regarding biosolids treatment and coordinating biosolids treatment/disposal tickets for each load of disposed biosolids. All biosolids removed from the premises shall be checked by the Wastewater Supervisor or designee(s) who will collect and maintain trip/disposal tickets for each load of disposed biosolids.

City's Right to Inspect

Prior to award of bid, the City reserves the right to visit and inspect proposed disposal site(s), plant and access roads, and be provide copies of all permits, agreements and other documentation associated with the use of the site(s) for biosolids treatment and land application disposal.

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the extension option shall be granted.

Pricing of hauling and land application may be revised in year four and five upon anniversary date of the contract by 75% of the Southern Region All Items CPI Index. The Contractor shall notice the City of any price increase by April 15 of the preceding fiscal year.

General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Community Development Department, (386) 248-9422.

B) Principals/Collusion

By submission of this RFP, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) 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 his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **IRFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) 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.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies 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 for a period of 36 months following the date of being placed on the convicted vendor list.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) 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 current City Ethics Ordinance, and City Administrative Policy. 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, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) 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.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the **City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117.** Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

Instructions for Bid

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.
☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before May 28, 2024 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposals enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1) The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

2) Invitation to Bids (**RFP**) issued.

3) Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4) The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.

5) Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the

Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Invitation to Bid's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.

b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

Information provided for each clients shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V – Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI – Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII – Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	30	30.0
Company #2	$108,000.00	$100,000.00	92.6%	30	27.78
Company #2	$120,000.00	$100,000.00	83.3%	30	24.99

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Capacity to Perform Work: **• Work efficiently and within reasonable time constraints.** **• The ability to perform necessary work under the contract.** **• The ability to provide financial stability over the term of the contract.**	**25**
Professional Proposals: **• Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.**	**25**
Price	**30**
Compliance and acceptance of terms of this RFP	**20**
Total Points	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the hi volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

2) Contract / Agreement and All Required Forms

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entities Crimes Statement
- Compliance with Public Records Law
- References Form
- Vendor Information
- W9
- Proposal Pricing Form

Attachment: Exhibit C - H&H Liquid Sludge Disposal Proposal (2024-R-45 : Sludge Hauling)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 25, 2024**
FROM: **Valerie Manning**
SUBJECT: **River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2024-2025**
NUMBER: **(ID # 4555)**
APPLICANT:
PLANNER:

DISCUSSION:

Each year the city contributes funds for the operation of the River to Sea TPO. The contribution amount for FY2024-2025 is $1,301.00.

Each year the city has approved a funding agreement allowing for the city contribution and this agreement is due for renewal effective June 30, 2024. Per the TPO, the invoice does not need to be processed until July 2024.

FISCAL ANALYSIS:

The TPO's fiscal year 2024-2025 begins July 1, 2024.

The funding for this agreement is available in general ledger account 001-1101-511-5400.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement and authorizes the City Manager to execute said agreement.

COMMISSION GOAL:

N/A

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE TPO FY2024-2025 FUNDING AGREEMENT AS SUBMITTED BY STAFF.

- River to Sea TPO Letter - FY2024-2025 Agreement (PDF)
- FY2024-2025 Funding Agreement (PDF)
- River to Sea TPO FY2024-2025 Member Assessment Invoice (PDF)

RIVER TO SEA TPO
Transportation Planning Organization
VISION - PLAN - IMPLEMENT
Ph.386-226-0422
www.r2ctpo.org

To: River to Sea Transportation Planning Organization Member

From: Mariel Lemke

Date: June 14, 2024

Re: FY 2024/25 Funding Agreement and Invoice

The River to Sea Transportation Planning Organization collects funding annually from each member to support the organization's functions necessary to achieve the desired role in planning the transportation system. The FY 2024/25 member assessment is calculated at ten (10) cents per capita using the 2023 official population estimate produced by the Bureau of Economic and Business Research (BEBR) at the University of Florida.

Enclosed you will find a Funding Agreement for the FY 2024/25 TPO member assessment. Please execute the agreement and return the original to the TPO office. An invoice for the FY 2024/2025 member assessment for your processing is also included. If you have any questions, please contact us.

Thank you for your support of the River To Sea TPO.

Mariel Lemke

Accounting Manager
River to Sea Transportation Planning Organization (TPO)
1 Deuce Court, Suite 100
Daytona Beach, FL 32124
☎ **386.226.0422 ext. 20423**
MLemke@r2ctpo.org
www.r2ctpo.org

HOLLY HILL RECEIVED
JUN 17 2024
CITY CLERK DEPT.

Attachment: River to Sea TPO Letter - FY2024-2025 Agreement (4555 : River to Sea Transportation Planning Organization (TPO) Funding

Attachment: FY2024-2025 Funding Agreement (4555 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2024-

CITY OF HOLLY HILL/RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION
FY 2024/2025 FUNDING AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of ____ 2024, by and between the **CITY OF HOLLY HILL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter **"CITY"**), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION,** a metropolitan planning organization created under the provisions of Sections 163.01 and 339.175, Florida Statutes (hereinafter **"River to Sea TPO"**).

WITNESSETH

WHEREAS, the River to Sea TPO is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Urbanized Areas within Volusia and Flagler Counties; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the River to Sea TPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY enters into this Agreement with the River to Sea TPO to provide it with funding to support the functions necessary to achieve the River to Sea TPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the River to Sea TPO agree as follows:

SECTION 1. **RECITALS.** The CITY and the River to Sea TPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

SECTION 2. **FISCAL YEAR 2024/25 FUNDING REQUIREMENTS**. The CITY shall allocate **$1,301.00** to the River to Sea TPO. Such funds shall be paid to the River to Sea TPO upon receipt of an invoice from the River to Sea TPO to the CITY. The payment shall be used for the River to Sea TPO fiscal year (FY) 2024/25 budget effective July 1, 2024. The funding provided to the River to Sea TPO by the CITY is equal to ten cents ($.10) per capita based on the 2023 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

SECTION 3. **EFFECTIVE DATE AND TERMS**. The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2025.

SECTION 4. **INTERPRETATION**. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

SECTION 5. **MISCELLANEOUS**

A. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

B. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision, and such holding shall not affect the validity of the remaining portions hereto.

Attachment: FY2024-2025 Funding Agreement (4555 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2024-

C. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

SECTION 6. CONTROLLING LAWS

A. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the TOWN now in effect and those hereinafter adopted.

B. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.

C. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

SECTION 7. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the CITY and the River to Sea TPO and inure to the benefit of the successors or assigns of the parties.

SECTION 8. NOTICES. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY:
City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

River to Sea TPO:
Executive Director
River to Sea TPO
1 Deuce Ct., Suite 100
Daytona Beach, FL 32124

Attachment: FY2024-2025 Funding Agreement (4555 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2024-

SECTION 9. **AUDIT AND RECORD KEEPING PROCEDURES**. The River to Sea TPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1)(a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies,* issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

SECTION 10. **PROVISIONS NOTWITHSTANDING**. Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO

Colleen Nicoulin
Signature

Print Name: Colleen Nicoulin

Title: Executive Director

ATTEST:

Donna King
Signature

Print Name: Donna King

Title: Administrative Assistant

CITY OF HOLLY HILL

_____
Signature

Print Name: _____

Title: _____

ATTEST:

_____
Signature

Print Name: _____

Title: _____

(CORPORATE SEAL)

Attachment: FY2024-2025 Funding Agreement (4555 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2024-

River to Sea TPO

1 Deuce Ct., Suite 100
Daytona Beach, FL 32124
386-226-0422

INVOICE

INVOICE NO: HH2025
DATE: June 4, 2024

DUE: July 12, 2024

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 24/25 Member Assessment		$1,301.00
		TOTAL DUE	**$1,301.00**

Make all checks payable to: River to Sea TPO
If you have any questions concerning this invoice, please call: Mariel Lemke, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!

Attachment: River to Sea TPO FY2024-2025 Member Assessment Invoice (4555 : River to Sea Transportation Planning Organization (TPO)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 25, 2024**
FROM: **Valerie Manning**
SUBJECT: **JAG Grant FY2023 Allocation of Funds**
NUMBER: **(ID # 4551)**
APPLICANT:
PLANNER:

DISCUSSION:

The FY 2023 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds have been announced by the Florida Department of Law Enforcement (FDLE) and the County of Volusia is recommending the funds be allocated to the non-profits SMA Healthcare, Inc., and the House Next Door.

The JAG program focuses on providing funding to municipalities to improve the criminal justice system through one or more purpose areas. This includes, but is not limited to, programs focused on law enforcement, prosecution/court, prevention/education, drug treatment and enforcement programs. The County of Volusia is recommending the funds be allocated to the non-profits SMA Healthcare, Inc., and the House Next Door, Inc.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county.

Due to submission deadline constraints, the County is requesting that the two original letters be returned by July 8, 2024. (See attached letter)

County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	$121,225
County of Volusia	The House Next Door - Success by Design Program	$38,282
	Total:	$159,507

FISCAL ANALYSIS:

This item is neither an expenditure or a revenue and has no budgetary impact to the city.

STAFF RECOMMENDATION:

Information Purposes Only

COMMISSION GOAL:

N/A

MOTION:

No action required; City Manager's comments

- JAG FY2023 Allocation of Funds Letter - June 2024 (PDF)

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

June 26, 2024

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Holly Hill approves the distribution of $159,507 of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Sub-award	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. – Adult Drug Court Program	$121,225
County of Volusia	The House Next Door – Success by Design Program	$38,282
	TOTAL	**$159,507**

Sincerely,

_____ _____

Honorable Mayor Chris Via
City of Holly Hill, Florida

Date

Attachment: JAG FY2023 Allocation of Funds Letter - June 2024 (4551 : JAG Grant FY2023 Allocation of Funds)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 25, 2024**
FROM: **Valerie Manning**
SUBJECT: **Brown & Brown - Second One-Year Renewal Agreement - Employee Benefits Insurance Agent of Record**
NUMBER: **(ID # 4538)**
APPLICANT:
PLANNER:

DISCUSSION:

The City's current contract with Brown & Brown as Agent of Record to provide employee benefit services will expire on June 30, 2024.

In accordance with Section 3. Duration and Termination of the original agreement, which began on January 1, 2022, the City shall have the right to exercise three (3) successive (1) one year extensions on the same terms and conditions by providing the Agent of Record with written notice at least (30) thirty days before the end of the term of the City's intent to exercise the extension.

The City of Holly Hill is exercising its second of three one-year extensions on the same terms and conditions of the original agreement. All terms and conditions in the original Agreement shall remain in full force and effect.

The initial cost of the agreements first year was $52,500, which was due the first year actually being 18 months. Each renewal year cost will remain at $35,000.

FISCAL ANALYSIS:

The amount of $35,000 is the current budgeted annual amount for Brown and Brown to conduct these services.

STAFF RECOMMENDATION:

Continuation of the current agreement with Brown and Brown to serve as the City's Agent of Record to provide employee benefit services as included in the agreement approved by the City Commission on October 26, 2021.

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.

MOTION:

CONTINUATION OF THE CURRENT AGREEMENT WITH BROWN AND BROWN TO SERVE AS THE CITY'S AGENT OF RECORD TO PROVIDE EMPLOYEE BENEFIT SERVICES AS INCLUDED IN THE AGREEMENT APPROVED BY THE CITY COMMISSION ON OCTOBER 26, 2021.

- Brown & Brown - Agent of Record Insurance Consult. Services Agreement 2021-2022 (PDF)

XIII. INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and Brown & Brown of Florida. Inc. (Agent of Record),

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's Insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of Insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

Attachment: Brown & Brown - Agent of Record Insurance Consult. Services Agreement 2021-2022 (4538 : Brown & Brown - Agent of Record

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from **01/01/2022 date and shall expire on 06/30/2023.** The City shall have the right to exercise three (3) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

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Attachment: Brown & Brown - Agent of Record Insurance Consult. Services Agreement 2021-2022 (4538 : Brown & Brown - Agent of Record

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of $ 52,500 for the services rendered for the duration of the contract.

Year One: $52,500 Period 01/01/2022-06/30/2023

Options (if elected by City)
Year Two: $35,000 Period 07/01/2023- 06/30/2024

Year Three: $35,000 Period 07/01/2024- 06/30/2025
Year Four: $35,000 Period 07/01/2025- 06/30/2026

Total four years = $157,500

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services. Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates a conflict of Interest, the Agent of Record shall either not have

ORIGINAL

Attachment: Brown & Brown - Agent of Record Insurance Consult. Services Agreement 2021-2022 (4538 : Brown & Brown - Agent of Record

the relationship with the Insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following Insurance and the City shall be named as an additional named Insured on each policy:

a) Commercial liability Insurance in an amount of not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, In an amount of not less than $1,000,000 combined single limit per occurrence for bodily Injury and property.

c) Workers' compensation Insurance for all employees of the proposing agency as required by Florida Law to Include employee liability of not less than $500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than $5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be Illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way to related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on January 1, 2022.

Attachment: Brown & Brown - Agent of Record Insurance Consult. Services Agreement 2021-2022 (4538 : Brown & Brown - Agent of Record

City of Holly Hill

By: _____

Title: City Manager

Date: 11/9/2021

Brown & Brown of Florida, Inc.

By: Steve Farmer

Title: EVP

Date: 10/8/2021

Attachment: Brown & Brown - Agent of Record Insurance Consult. Services Agreement 2021-2022 (4538 : Brown & Brown - Agent of Record

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 25, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Replacement Playground at Sunrise Park and Authorizing the City Manager to Execute a Contract with the Awarded Vendor; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-46**
APPLICANT:
PLANNER:

DISCUSSION:

For Fiscal Year 2023/2024, the City of Holly Hill received an allocation of $94,857 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 a new playground at Sunrise Park North.

A bid opening was held for this project on March 12, 2024 with nine (9) proposals received. The project had a fixed budget of $250,000 with the award based on best design, best materials and best warranties as determined by the City Commission. The City Commission rejected the bids received during the March 26 meeting and opted to rebroadcast this project with an increased budget of $350,000.

The project was re-broadcast and on Tuesday, June 11, 2024 the City held a bid opening for this project with a fixed budget of $350,000. A total of 8 (eight) playground manufacturers offered bids, with some manufacturers offering more than one design for consideration. The Invitation to Bid is included under "Exhibit A", drawings included under "Exhibit B" through "Exhibit J" and full proposals submitted included under "Exhibit K" through "Exhibit R".

Due to this project being grant funded, proposals were sought for a fixed budget of $350,000. This parameters for the proposals were that all playgrounds were to include safety surfacing, include installation costs and with preference given to themed playgrounds. 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"

All bids submitted include safety surfacing and installation. All vendors offer varying degrees

of rust resistant materials.

FISCAL ANALYSIS:

There is $350,000 budgeted into general ledger account number 301-8110-580-6300 under project 24BG04-I for this project. Of this amount, $94,857 is reimbursable through a CDBG Grant.

All proposals received fall within the approved budget of $350,000 according to the table below:

Vendor	**Cost**
Top Line Recreation	$336,644.88
Advanced Recreational Concepts	$318,465.50 option A $310,409.00 option B
Dominica Recreation Products	$349,955.87
Go Outdoor Amenities	$243,004.95 playground $45,698.74 shade system
Bliss Products	$330,456.00 playground $80,940.00 shade system
Playworx	$349,948.12
Miller Recreation	$349,586.25
KorKat	$349,952.13

STAFF RECOMMENDATION:

Staff recommend that the City Commission choose the design that is most desired for Sunrise Park North 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:

THAT THE COMMISSION OF THE CITY OF HOLLY HILL AWARD A REPLACEMENT PLAYGROUND AT SUNRISE PARK NORTH AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE AWARDED VENDOR.

ATTACHMENTS:

- Exhibit A - Invitation to Bid(PDF)
- Exhibit B - Advanced Recreational Concepts Drawings Option 1 (PDF)
- Exhibit C - Advanced Recreational Concepts Drawings Option 2 (PDF)
- Exhibit D - Bliss Products Drawings (PDF)
- Exhibit E - Gametime Drawings (PDF)
- Exhibit F - Go Outdoor Amenities Drawings (PDF)
- Exhibit G - Kor Kat Drawings (PDF)
- Exhibit H - Miller Recreation Drawings (PDF)
- Exhibit I - Playworx Drawings (PDF)
- Exhibit J - Top Line Drawings (PDF)
- Exhibit K - Advanced Recreational Concepts Full Submission (PDF)
- Exhibit L- Bliss Products Full Submission (PDF)
- Exhibit M - Gametime Full Submission (PDF)
- Exhibit N - Go Outdoor Amenities Full Submission (PDF)
- Exhibit O - Kor Kat Full Submission (PDF)
- Exhibit P - Miller Recreation Full Submission (PDF)
- Exhibit Q - Playworx Full Submission (PDF)
- Exhibit R - Top Line Full Submission (PDF)

Resolution No. 2024-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE REPLACEMENT PLAYGROUND AT SUNRISE PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE AWARDED VENDOR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE REPLACEMENT PLAYGROUND AT SUNRISE 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, a replacement playground at Sunrise Park North has been identified in the fiscal year 2023-2024 budget as desired; and

WHEREAS, the City of Holly Hill has received an award of $94,857 from a Community Development Block Grant towards this project; and

WHEREAS, bids were received on March 12, 2024 with a fixed budget of $250,000 but were rejected by the City Commission on March 26, 2024 as they did not offer the statement desired project; and

WHEREAS, this project was re-broadcast on April 26, 2024 with a fixed budget of $350,000; and

WHEREAS, a bid opening was held on June 11, 2024 in which proposals from (8) eight playground manufacturers were received.

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

SECTION 1. That the City Commission has selected a desired proposal for the replacement of the Sunrise Park North playground.

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 JUNE, 2024.

Invitation to Bid

NUMBER
24-BG-04

HOLLY HILL
FLORIDA

Sunrise Park North Playground - CDBG

Michele Moore, Finance Director

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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CITY OF HOLLY HILL

SUNRISE PARK NORTH PLAYGROUND - CDBG

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00 32 00	Statement of Bidder's Qualifications
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Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

1. Davis-Bacon Act
2. Copeland “Antikickback” Act
3. Federal Labor Standards
4. Build America, Buy America (BABA) Act
5. Environmental Compliance – Section 306 of the Clean Water Act
6. Lead Based Paints Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3-24 CFR Part 75
12. Conflict of Interest
13. Utilization of Minority and Women Firms (M/WBE)
14. Fair Housing Laws
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Attachment I: Federal Labor Standards Provisions
Attachment II: Instructions for Completing Payroll Form, WH-347
Attachment III: WH-347 Certified Payroll Form
Attachment IV: Prevailing Wages
Attachment V: M/WBE Information and Instructions
Attachment VI: M/WBE Reporting Form
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Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
SUNRISE PARK NORTH PLAYGROUND - CDBG
BID# 24-BG-04

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for a playground at Sunrise Park North, located at 1135 Riverside Drive.

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 am, June 11, 2024** 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 May 7, 2024.** 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, borders, poured in place safety surfacing and shade structures. This playground must have an ADA compliant ramp. This bidding opportunity is based on a fixed budget of $350,000. Determination of the winning bidder will be based playground system offered, with preference given to themed playgrounds. Please note that that as Sunrise Park North is located along the banks of the Halifax River, 316 stainless steel, galvanized materials or other rust resistant materials will be needed.

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 June 4, 2024.**

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

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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.

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:

SUNRISE PARK NORTH PLAYGROUND - CDBG

CITY OF HOLLY HILL
VOLUSIA COUNTY,
FLORIDA s/ Joseph A. Forte
City Manager

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North 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:

SUNRISE PARK NORTH PLAYGROUND

BID NO. 24-BG-04

B.The location of the project is 1135 Riverside Drive, 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 5:00pm on June 4, 2024. Any addenda will be issued by Friday, June 7, 2024.

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 proposals, 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 he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North 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 his/her 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 site of the project, 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 his/her name and give his/her 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

Bid bonds will not be required 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 with poured in place safety surfacing. Themed playground systems which engage the imagination such as nautical or regal themes are highly encouraged. This playground must have an ADA compliant ramp. This bidding opportunity is based on a fixed budget of $350,000. Determination of the winning bidder will be based on the imagination of the playground system proposed, size of the equipment and quality of materials used. Please note that as Sunrise Park North is located along the banks of the Halifax River, 316 stainless steel, galvanized materials or other rust resistant materials are required and must be listed in proposals. Please also include the unit cost of provided and installed shade structures as an alternate bid item. This shade structure will be considered in addition to the $350,000 budget.

The removal of the existing playground and the sidewalk leading to the ADA ramp will be the responsibility of the City. The swings that are incorporated in the existing playground will be remaining on site. The contractor will be responsible for adding pour in place safety surfacing under the existing swings in addition to the new equipment.

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.

SUNRISE PARK NORTH 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 $350,000.

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.

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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.

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

Surety bonds will not 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.

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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 conduct or progress of said work without regard to whether or not the Contractor, his/her 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

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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 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

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

This project is federally assisted. There will be no local vendor preference in place.

END OF SECTION

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH PLAYGROUND - CDBG

BID NO. 24-BG-04

(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 his/her 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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**,**

SUNRISE PARK NORTH 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)

Alternate Shade Structure(s) _____each (In Figures) for _____ x _____ structures.

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 his/her Surety. Should the total amount chargeable as liquidated damages exceed the

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**

END OF SECTION

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

(Signature) _____ Date: _____

State of _____County of_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided above on this _____day of_____, 20__.

_____
Notary Public

My Commission Expires:

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-BG-04

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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 24-BG-04

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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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:

Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 in accordance with plans and specifications therefore as prepared by Hall & Ogle Architects, Inc., located at 208 Magnolia Avenue, Daytona Beach, Florida 32114.

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

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 08 00A

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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **SUNRISE PARK NORTH 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 ($_____).

Two (2) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- ♦ Agreement Between Owner and Contractor
- ♦ Payment and Performance Bond
- ♦ Public Construction Bond
- ♦ Insurance Requirements
- ♦ Affidavit Regarding Workman's Compensation
- ♦ Certificate of Insurance for Workman's Compensation

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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

1. You must deliver to the OWNER two (2) 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

_____

_____
(Name/Title)

_____
(Date)

END OF SECTION
00 84 20-1

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North 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: Original Contract Price: $ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. to No. _____. $ _____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: $ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: $ _____	Changes in contract time requested this Change Order No. _____ Days
Contract Price with all approved Change Orders: $ _____	Contract Times with all approved Change Orders: Final Completion:

CHANGES ORDERED:

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's 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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated

_____ _____

(Contractor)

By: _____

(Name)

_____

(Title)

COUNTY OF
STATE OF

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

_____

Notary Public

My commission Expires _____

Payment of the above AMOUNT DUE THIS APPLICATION is

recommended.

By: _____

(Authorized Signature)

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

Date: _____

Owner's Approval

By: _____

_____

(Title)

Acct No.

Date: _____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 ARCHITECT 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 ARCHITECT 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 in duplicate packets.

B. Format:

1. Size: Eight and one-half inches by 11 inches (8-1/2" x 11"), punch sheets for standard three-post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

a. Title of Project.
b. Name of CONTRACTOR.

C. Binders: Commercial quality, three (3)-post binder, with durable and cleanable plastic covers and maximum post width of two inches (2").

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. In the event that the equipment manufacturer or supplier is unwilling to provide a one
(1) year warranty commencing at the time of OWNER acceptance, the CONTRACTOR shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the CONTRACTOR of the one (1) year warranty starting at the time of OWNER acceptance of the equipment.

D. OWNER shall incur no labor or equipment cost during the guarantee period.

E. 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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.

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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.

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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

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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, 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

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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).

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, ava

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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 mentally 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.

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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.

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 th

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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 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)

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.

A. 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.

(ii) (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 its

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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.

(iii) 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.

(iv) 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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.

B. 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.

C. 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.

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Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 07/31/2024.

General: Form WH-347has 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.

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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.

Topics | Worker Rights | For Employers | Resources | Interpretive Guidance | State Laws | News

Wage and Hour Division

An agency within the U.S. Department of Labor

200 Constitution Ave NW
Washington, DC 20210
1-866-4-US-WAGE
1-866-487-9243
www.dol.gov

FEDERAL GOVERNMENT
White House
Coronavirus Resources
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
Notification of EEO Violations
No Fear Act Data
U.S. Office of Special Counsel

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Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Divisi

Rev. Dec. 2008

OMB No.:1235-0(
Expires: 07/31/20

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

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 WAGE PAID FOR WE
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Public Burden Statement

We estimate 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 any comments 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. Washington, D.C. 20210

(over)

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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

REMARKS:

NAME AND TITLE	SIGNATURE

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.

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

"General Decision Number: FL20240137 03/29/2024

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. . 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. . 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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

ENGI0673-013 05/01/2021

	Rates	Fringes
OPERATOR: Oiler	$ 28.44	14.60

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* IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 31.50	16.45

LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker	$ 22.61	11.59

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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** 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)).

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 determination. The classifications are listed in alphabetical

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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.

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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

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

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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: _____

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

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: _____

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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

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?

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 records in their files for a minimum of five years after completion of the project.

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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 comp project.

Attachment: Exhibit A - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

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 • Steel
FY 2024/25	• Non-ferrous metals • Lumber • Plastic- and polymer-based composite building materials, pipes, and tubes
FY 2025/26	• All other plastic- and polymer-based products • Glass • Fiber optic cable • Optical fiber • Engineered wood • 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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: _____

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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North 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 - Invitation to Bid (2024-R-46 : Sunrise Park North Playground - CDBG)

ARC
Where fun has no boundaries . . .

HOLLY HILL
SUNRISE NORTH
OPTION 1



PLAYCRAFT SYSTEMS
A PORE Company











Attachment: Exhibit B - Advanced Recreational Concepts Drawings Option 1 (2024-R-46 : Sunrise Park





Attachment: Exhibit B - Advanced Recreational Concepts Drawings Option 1 (2024-R-46 : Sunrise Park



Attachment: Exhibit B - Advanced Recreational Concepts Drawings Option 1 (2024-R-46 : Sunrise Park







Attachment: Exhibit B - Advanced Recreational Concepts Drawings Option 1 (2024-R-46 : Sunrise Park



Attachment: Exhibit B - Advanced Recreational Concepts Drawings Option 1 (2024-R-46 : Sunrise Park

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 B - Advanced Recreational Concepts Drawings Option 1 (2024-R-46 : Sunrise Park North Playground - CDBG)

ARC
Where fun has no boundaries . . .

HOLLY HILL
SUNRISE NORTH
OPTION 2

PLAYCRAFT® SYSTEMS
A PLAYCORE Company







Attachment: Exhibit C - Advanced Recreational Concepts Drawings Option 2 (2024-R-46 : Sunrise Park North Playground - CDBG)



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Attachment: Exhibit C - Advanced Recreational Concepts Drawings Option 2 (2034-R-46 : Sunrise Park North Playground - CDBG)





Attachment: Exhibit C - Advanced Recreational Concepts Diamond Options 2 (2024-AR-8: Sunrise Park North Playground - CDBG)



Attachment: Exhibit C - Advanced Recreational Concepts Drawings Option 2 (2024-R-46 : Sunrise Park North Playground - CDBG)



Attachment: Exhibit D - Bliss Products Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

OCE : (W/ BROWN POSTS)

SUNRISE PARK NORTH PLAYGROUND

HOLLY HILL, FLORIDA

645-166454A

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 D - Bliss Products Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

OCE… : (W/ BROWN POSTS)

SUNRISE PARK NORTH PLAYGROUND

HOLLY HILL, FLORIDA

645-166454A

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SUNRISE PARK NORTH PLAYGROUND

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BLISS PRODUCTS
everything under the sun

play&park structures
A PLAYCORE Company

544 CH ST.
CHATTA , TN 37402
800 7.1907
PLAY PARK.COM

Sunrise Park North Playground
1135 Riverside Dr
Holly Hill, FL 32117

Bliss Products and Services

This play equipment is recommended for children ages:
2-5 or 5-12

Minimum Area Required:
53'-8" x 74'-11"

Scale: 3/16" = 1'-0"
This drawing can be scaled only when in an 24" x 36" format

Drawn By:
Chris Yates
Date:
5/29/24
Quote Number:
645-166454A

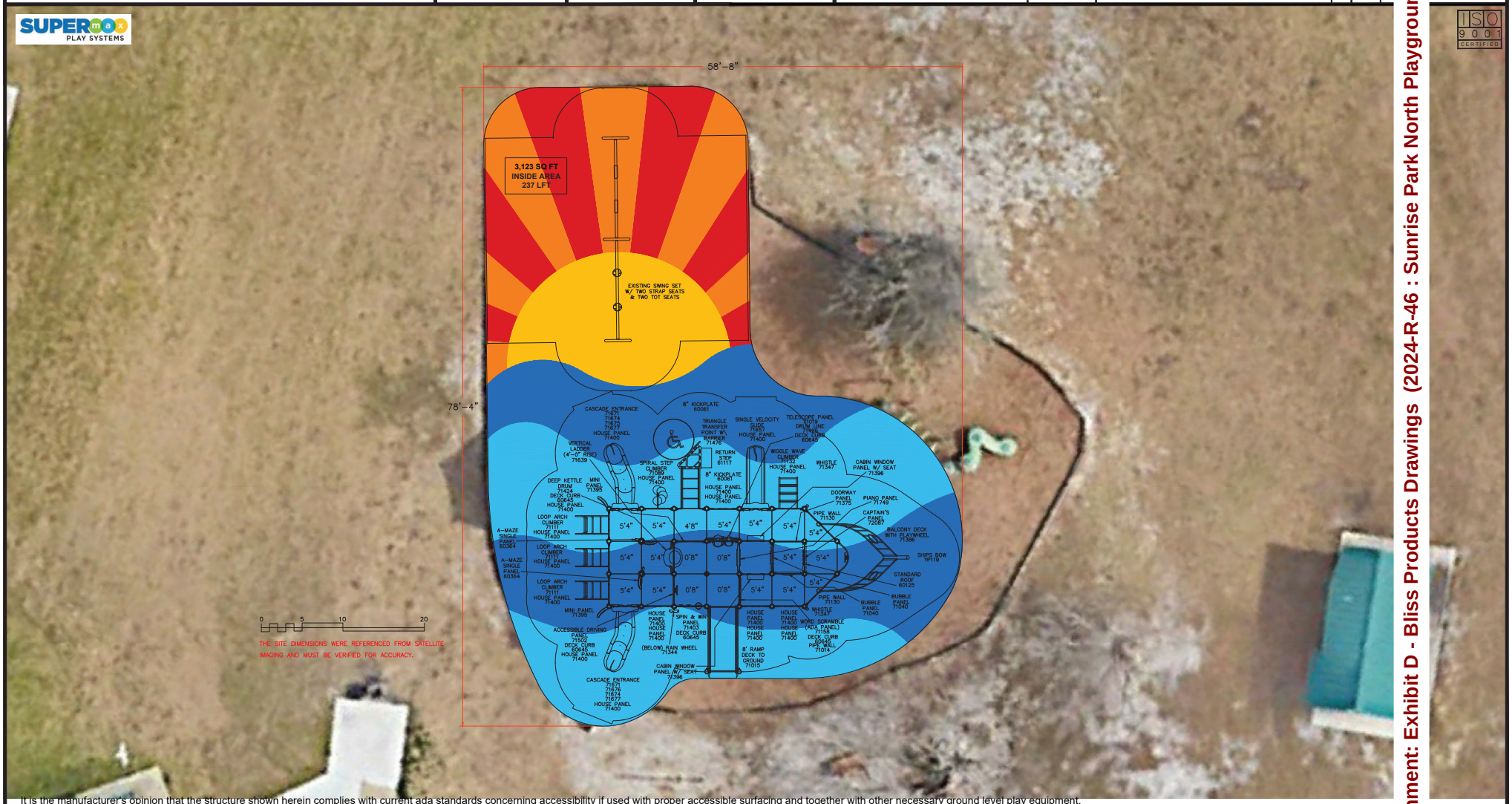
play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

Total Play Components	47		
Elevated Play Components	24		
Elevated Play Components Accessible by Ramp	6	Req.	6
Elevated Play Components Accessible by Transfer	24	Req.	6
Accessible Ground Level Components Shown	23	Req.	8
Different Types of Ground Level Components	7	Req.	4

User Capacity
120-140
Critical Fall Height
8'-0"

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 D - Bliss Products Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

Sunrise Park North Playground
1135 Riverside Dr
Holly Hill, FL 32117

Bliss Products and Services

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Drawn By:
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Date:
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play&park structures
A PLAYCORE Company
544 Chestnut Street
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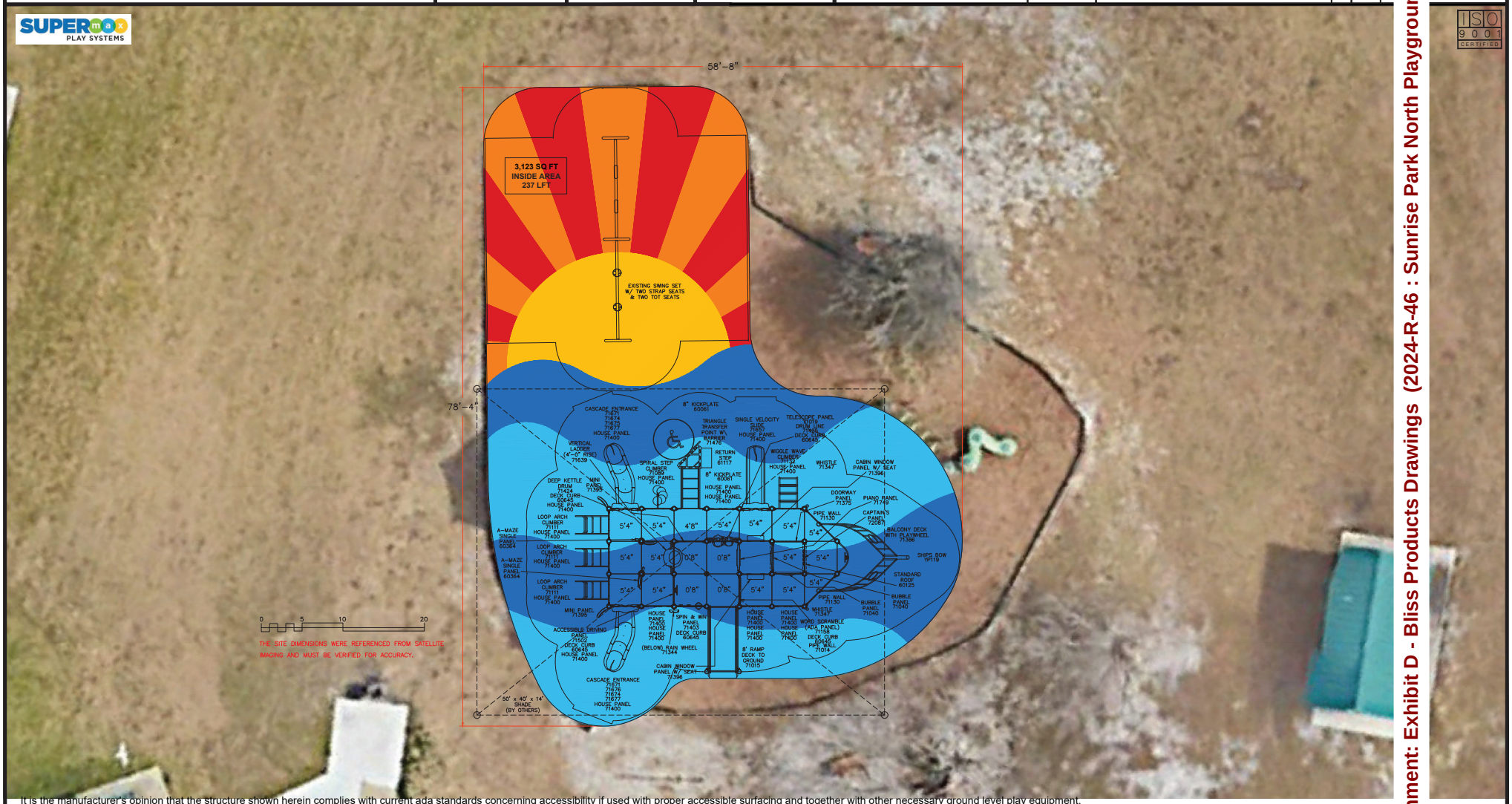
Critical Fall Height
8'-0"

SUPERmax PLAY SYSTEMS

ISO 9001 CERTIFIED



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Attachment: Exhibit D - Bliss Products Drawings (2024-R-46 : Sunrise Park North 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.



Sunrise Park North ~ Revision

Holly Hill, FL

GameTime
A PLAYCORE Company
www.gametime.com

Dominica Recreation Products
www.playdrp.com

Attachment: Exhibit E - Gametime Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



Sunrise Park North ~ Revision

Holly Hill, FL

GameTime
A PLAYCORE Company
www.gametime.com

Dominica Recreation Products
www.playdrp.com

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Sunrise Park North ~ Revision

Holly Hill, FL

GameTime
A PLAYCORE Company
www.gametime.com

drp Dominica Recreation Products
www.playdrp.com

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GameTime
A PLAYCORE Company
www.gametime.com

Sunrise Park North ~ Revision

Holly Hill, FL

drp Dominica Recreation Products
www.playdrp.com

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Sunrise Park North ~ Revision

Holly Hill, FL

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Sunrise Park North ~ Revision

Holly Hill, FL

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Sunrise Park North ~ Revision

Holly Hill, FL

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Sunrise Park North ~ Revision

Holly Hill, FL

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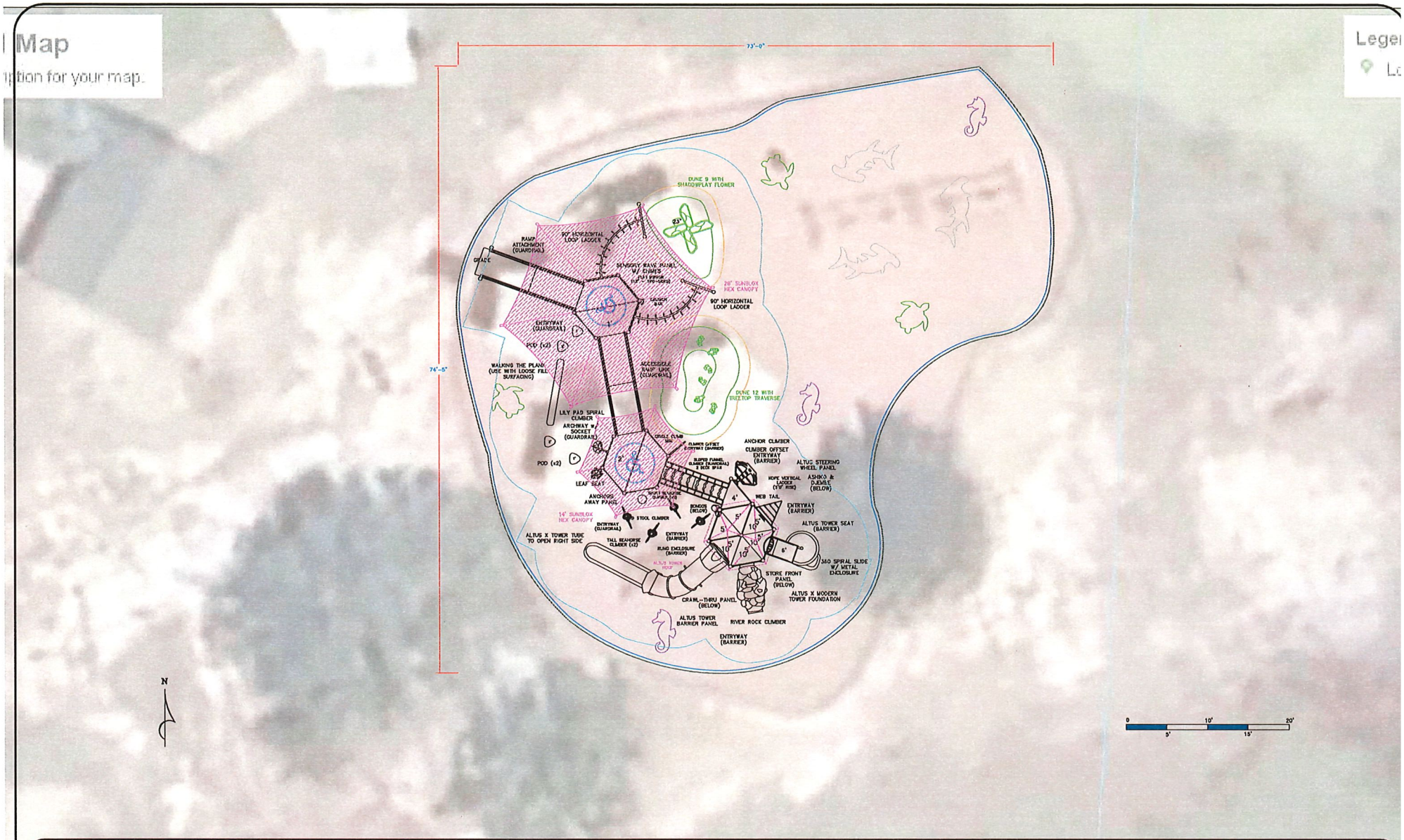
Sunrise Park North ~ Revision

Holly Hill, FL

GameTime
A PLAYCORE Company
www.gametime.com

drp Dominica Recreation Products
www.playdrp.com

Attachment: Exhibit E - Gametime Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



GameTime
A PLAYCORE Company

ISO 9001 CERTIFIED

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

City of Holly Hill
Sunrise Park North Playground - Revision 1
Holly Hill, FL
Representative
Dominica Recreation Products

40 ft

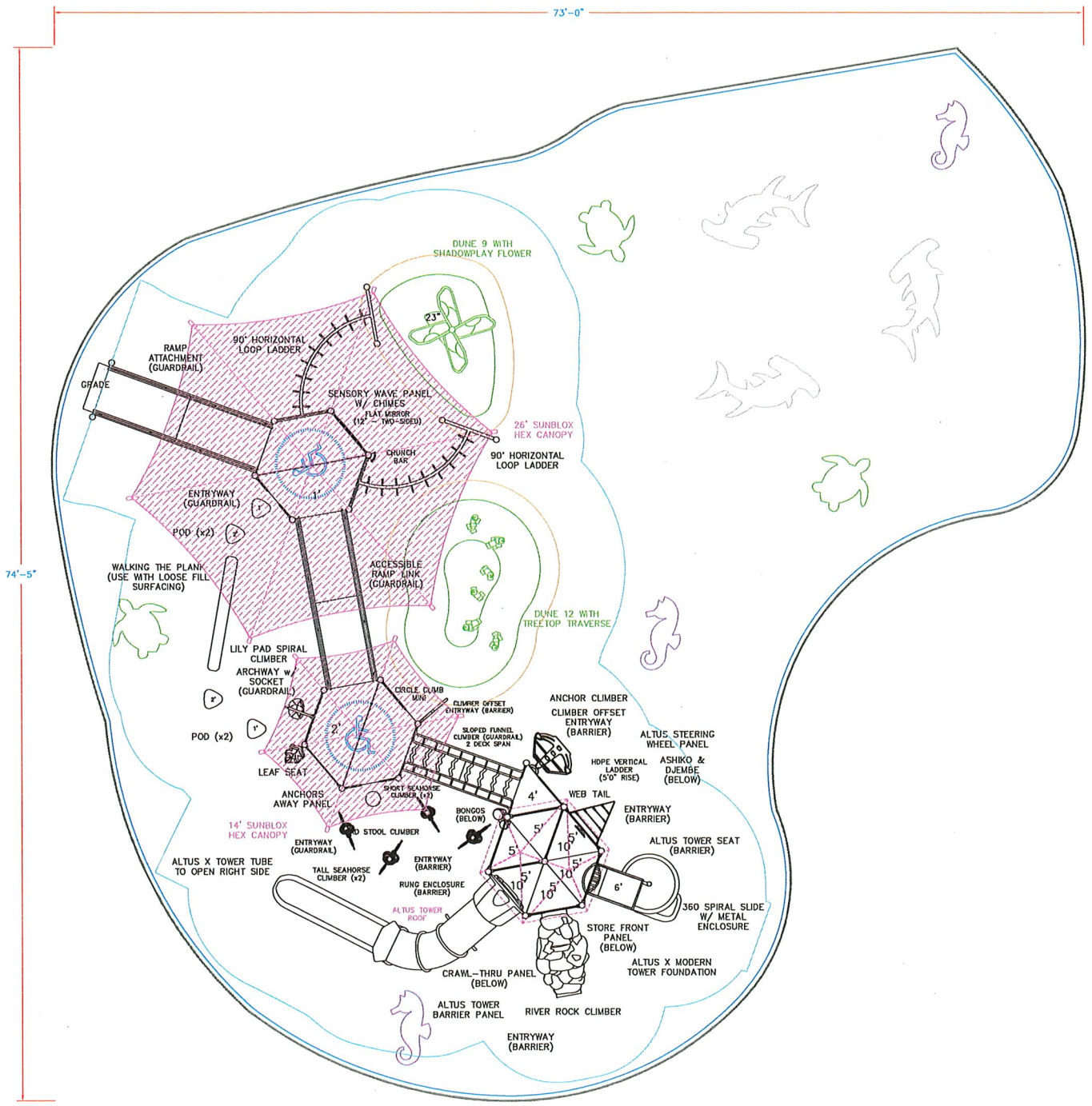
This play equipment is recommended for children ages
5-12

Minimum Area Required: See Drawing
Scale: NTS
This drawing can be scaled only when in an 24" x 36" 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: Veronica S.
Date: 05/29/2024
Drawing Name: Sunrise Park - Rev 1

Attachment: Exhibit E - Gametime Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



Attachment: Exhibit E - Gametime Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

GameTime A PLAYCORE Company

drp Dominica Recreation Products

Design intent and recommendations –

We will custom design each playground at each site to your intent, budget, and desire. Each community is different and thus they should be treated differently. We do all CAD and design work in our Florida Office. This is YOUR playground, and we want you to get everything you want. Our team is here to help offer advice and solutions, from salespeople, designers, and installers. We will not let you make a bad decision, and with the collaborative team effort, we can only make it better.

Installation Notes and Time Frame –

Our installer will adhere to the Five Star Plus Installation Program; this guarantees a consistent installation that is documented and verifiable with you. Please note: the time it takes to manufacture this equipment is approx. 56 days from receipt of all order paperwork. Considering a project of this size, a lot of coordination is needed from all parties. We would anticipate the onsite installation time frame is of about 2 playgrounds a week, meaning about 3-4 weeks. **100 days is a fair and reasonable construction time frame from complete order to sign off!** (added a few weeks for weather, etc.)

Warranty –

GameTime has the leading warranty in the industry: Lifetime on Posts & Hardware, 15 Years on Decks and Plastics.

We are confident our warranty is one of the best you will find. Still, if it is not equal to a company that provided a bid and that is a determining factor, GameTime will match that published warranty's time and extent, so you can be sure you are getting the BEST warranty available.

Special Installation Warranty –

GameTime Certified Installer will provide a **3 Year Labor Warranty**! This is 300% more than all other companies. So, no matter what the issue, for 3 years, GameTime and its installers will address and fix any issue at no cost to you.

Questions –

If you have questions or need additional information, do not hesitate to call. We welcome the opportunity to help you get exactly what you want or need.

If you require a sales professional to walk the site with you in person please call -
Steve Larson – 904-325-4349 stevel@gametime.com

For questions about anything else, do not hesitate to contact the owner of the company.
Rob Dominica 800-432-0162 ext. 113 robd@gametime.com
NPSI Certified* *ASTM Committee Member* *IPEMA Member* *ADA Design Consultant Certified

Attachment: Exhibit E - Gametime Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, "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 its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® 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 Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and "C"-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

Attachment: Exhibit E - Gametime Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

HOLLY HILL CITY





Attachment: Exhibit F - Go Outdoor Amenities Drawings (2024-R-46 : Sunrise Park North Playground -



Attachment: Exhibit F - Go Outdoor Amenities Drawings (2024-R-46 : Sunrise Park North Playground -



Attachment: Exhibit F - Go Outdoor Amenities Drawings (2024-R-46 : Sunrise Park North Playground -



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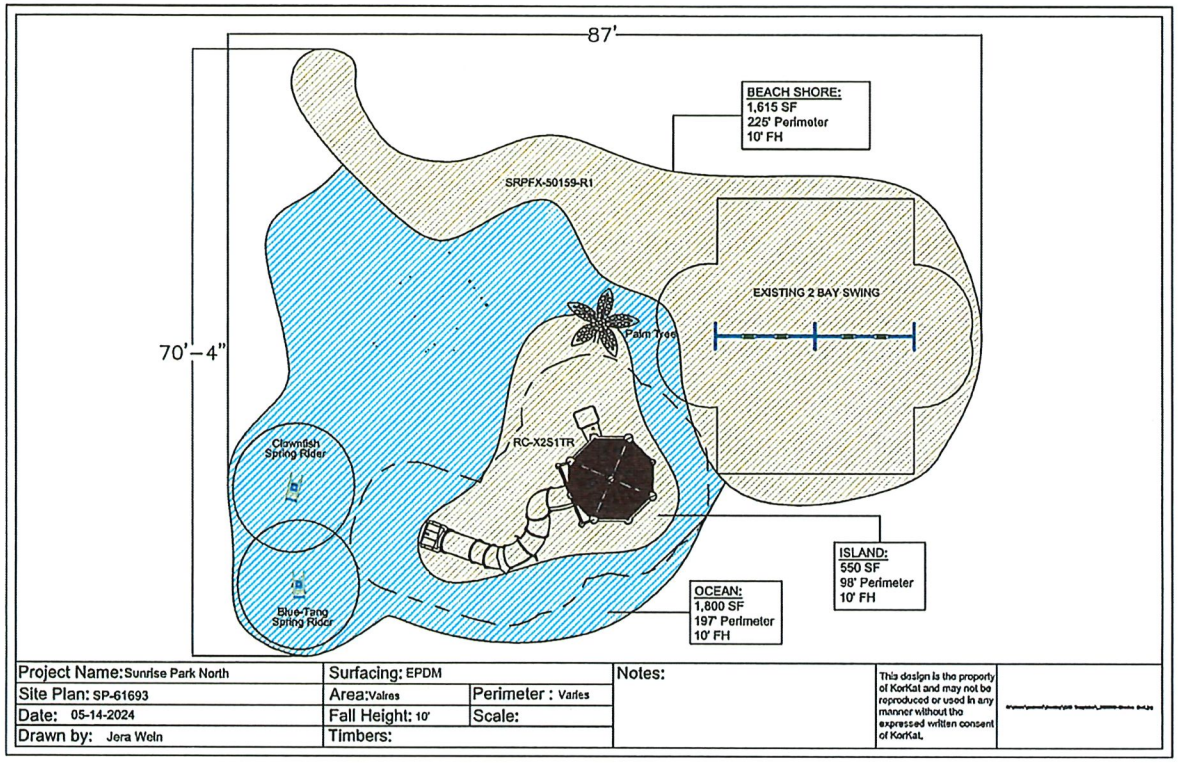
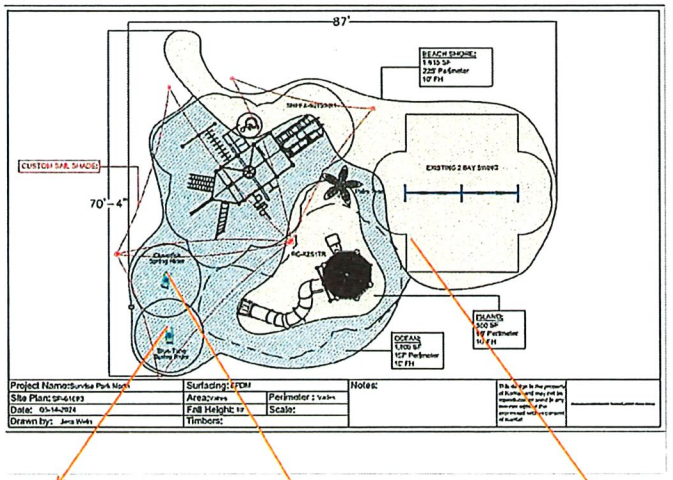


Project Name: Sunrise Park North	Surfacing: EPDM		Notes:
Site Plan: SP-61693	Area: Varies	Perimeter : Varies	
Date: 05-14-2024	Fall Height: 10'	Scale:	
Drawn by: Jera Weln	Timbers:		

This design is the property of KorKat and may not be reproduced or used in any manner without the expressed written consent of KorKat.

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



Sunrise Park North
Holly Hill, FL

HOLLY HILL
FLORIDA

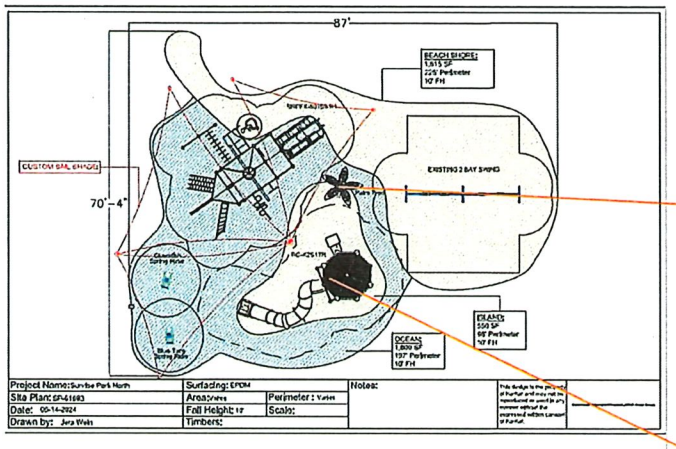
KOR KAT
PLAYGROUNDS & SITE AMENITIES





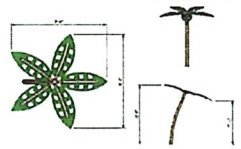
EPDM Poured in Place surfacing will be designed with coloring to create a pattern to form the "island" and "water" for the playground area

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

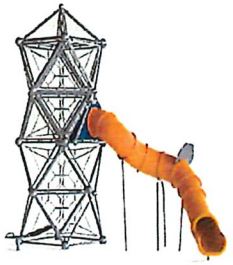


Sunrise Park North

Holly Hill, FL

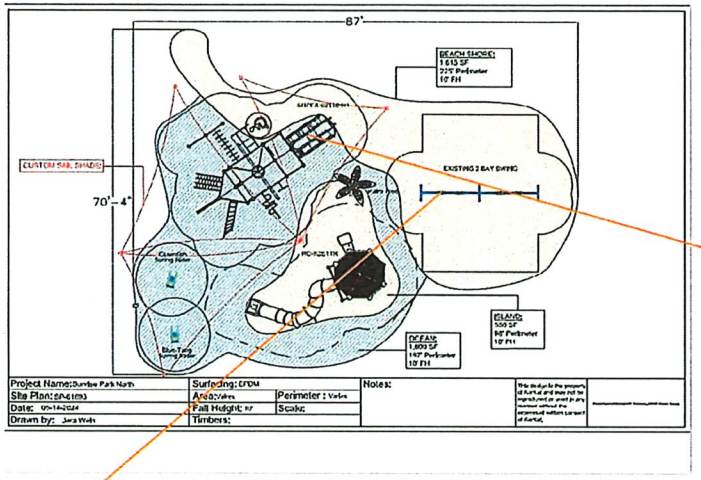


Palm Tree Shade on Island



The eye-catching Ascend Thrill Tower with Slide is designed to make a statement! Located on the "island" creating a "lookout tower" children will develop confidence, coordination, and growing muscles while exploring this freestanding climber. It's constructed from a durable and easy-to-touch 20mm rope and steel frame.

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

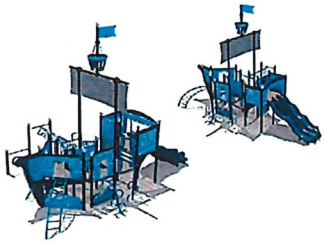


KOR KAT PLAYGROUNDS & SITE AMENITIES

Sunrise Park North

Holly Hill, FL





2-Bay Swing on "land"

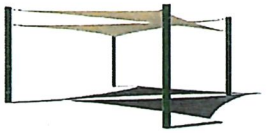
This ADA compliant, themed "Holly Hill" customized playground ship is complete with a treasure maze, that will surely bring out the pirate in your child! This playground features tons of climbing elements, like our Cargo Net Climber and slides! It will be in the "water" located under custom sail shades.

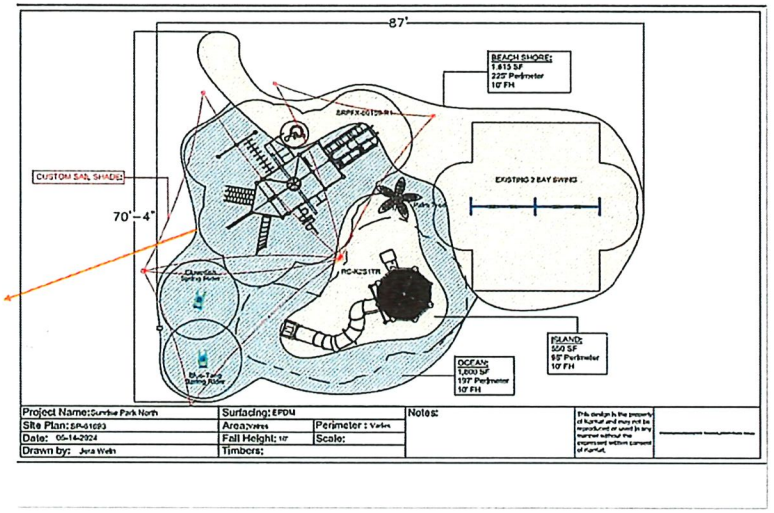
Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

Sunrise Park North
Holly Hill, FL

KOR KAT
PLAYGROUNDS & SITE AMENITIES

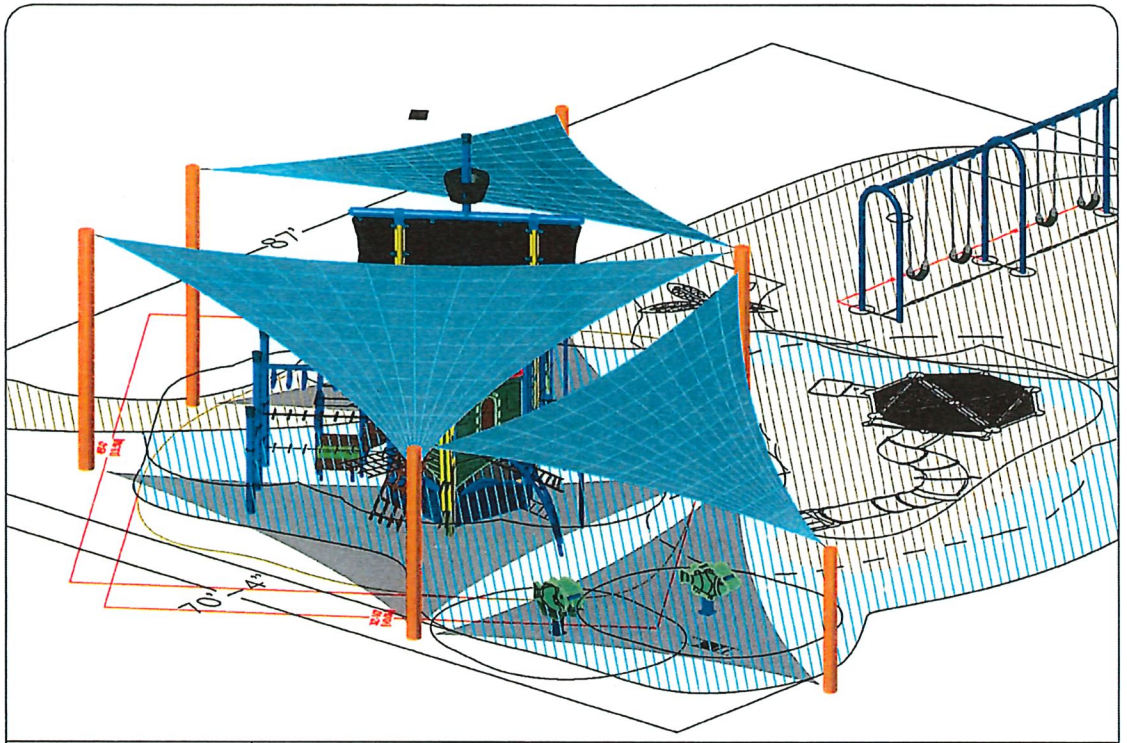
HOLLY HILL
FLORIDA





This custom designed 3-sail shade creates a beautiful architectural design for the outdoor space while being high wind rated, fire retardant and providing SPF protection.

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



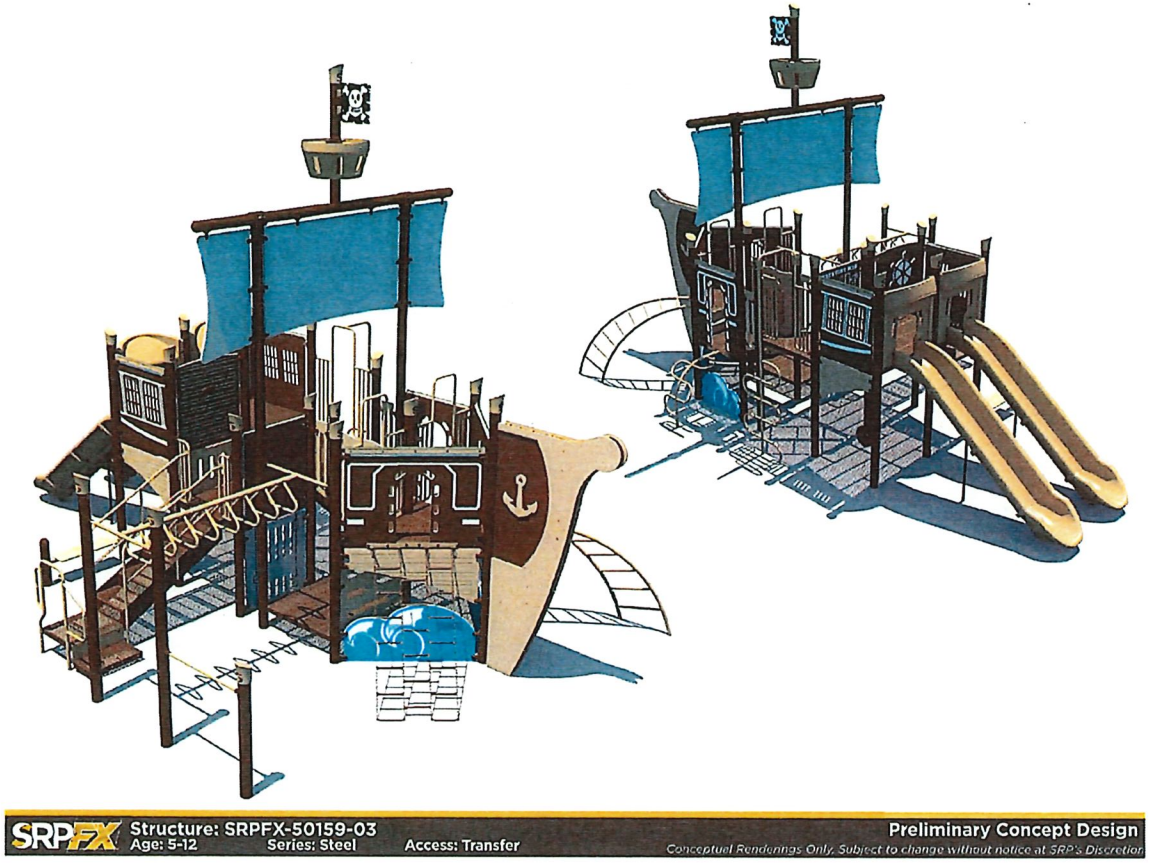
Superior Shade	PROJECT NAME: SUNRISE PARK NORTH QUOTE: QUO0284833 TITLE: Proposal	DATE: 5/24/2024 DRAWN BY: JSJ SCALE: Not to Scale SHEET: 1 of 1	These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

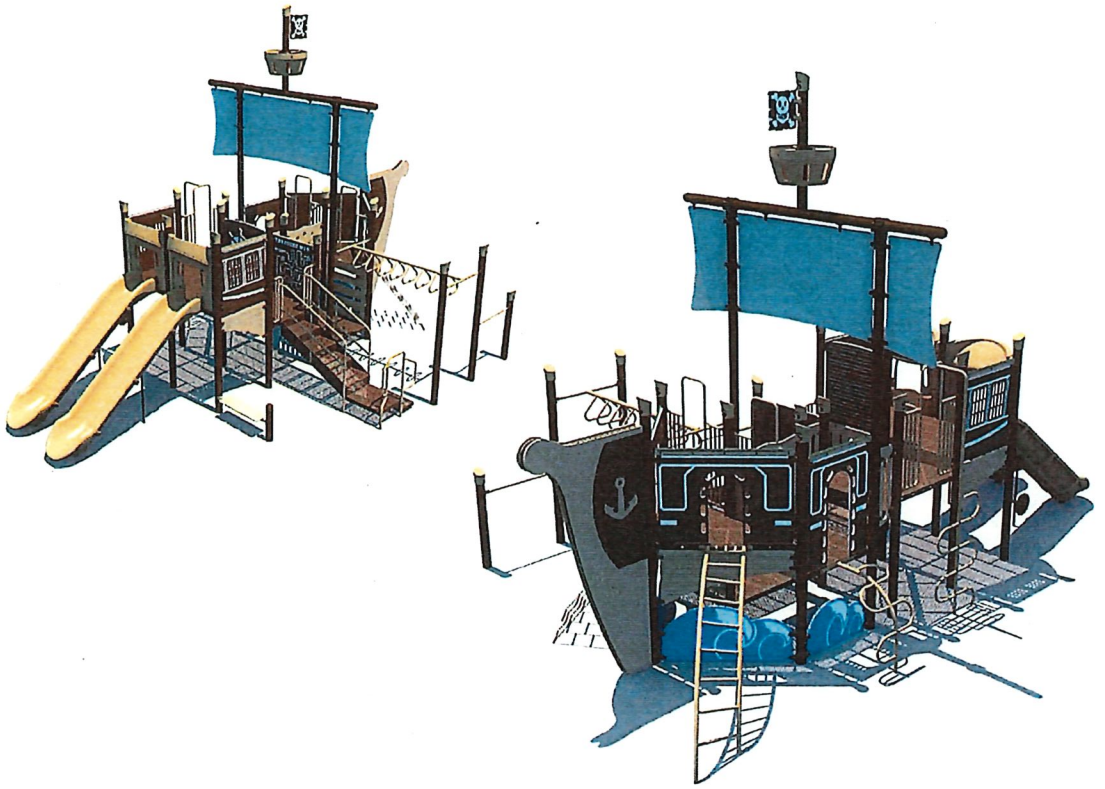
Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

PLAYGROUNDS & SITE AMENITIES

Specs



Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

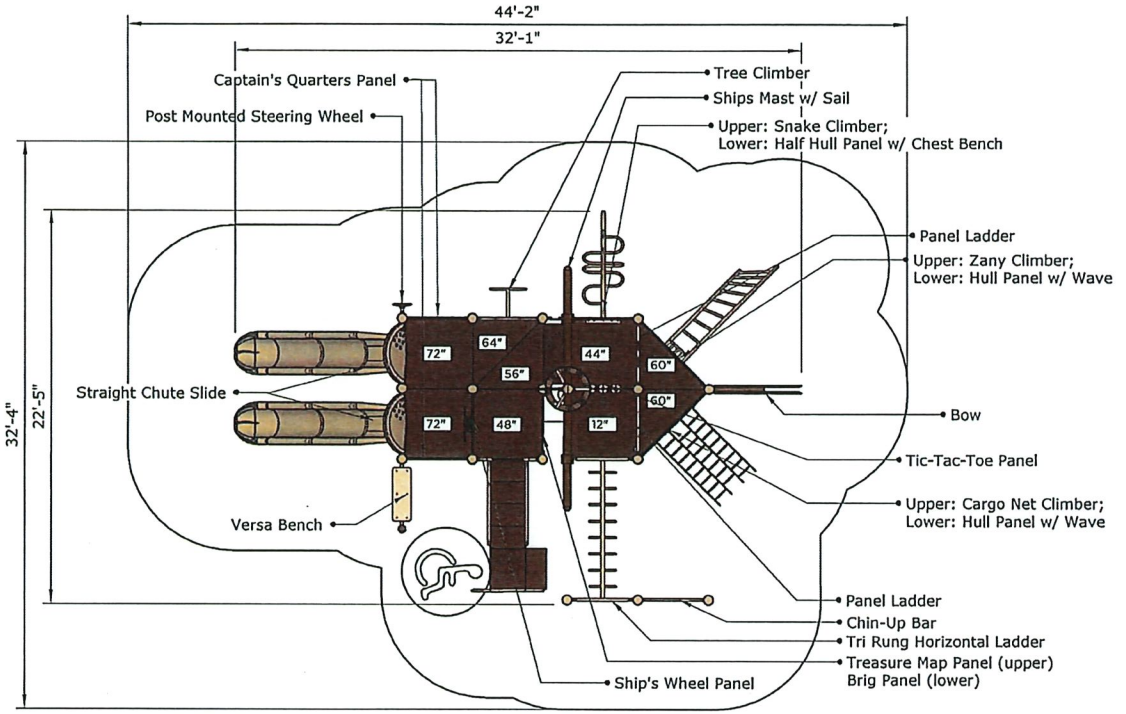


SRPFX Structure: SRPFX-50159-03 Age: 5-12 Series: Steel Access: Transfer

Preliminary Concept Design

Conceptual Renderings Only, Subject to change without notice at SRP's Discretion

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	72	44'x34'	6'	33'x21'	33	12

Scale: 1/8" = 1'

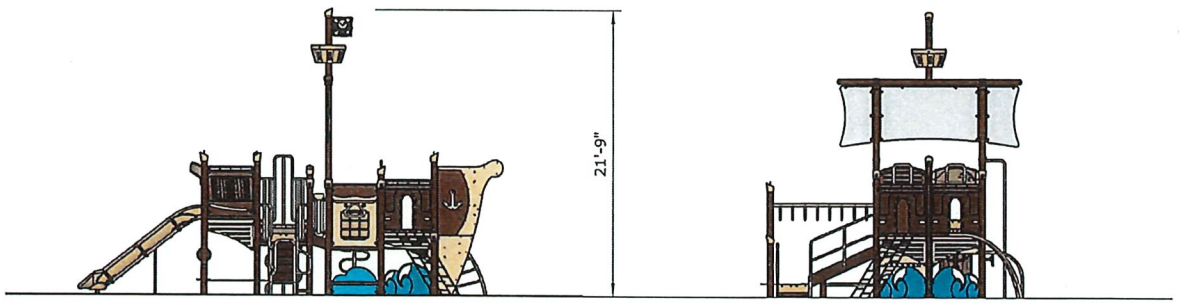
	Ground Level Accessible Play Activities	Ground Level Accessible Activity Types
Required	4	3
Provided	3	3

SRPFX Structure: SRPFX-50159-03 Age: 5-12 Series: Steel Access: Transfer

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



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5-12	72	44'x34'	6'	33'x21'	33	12

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Preliminary Concept Design

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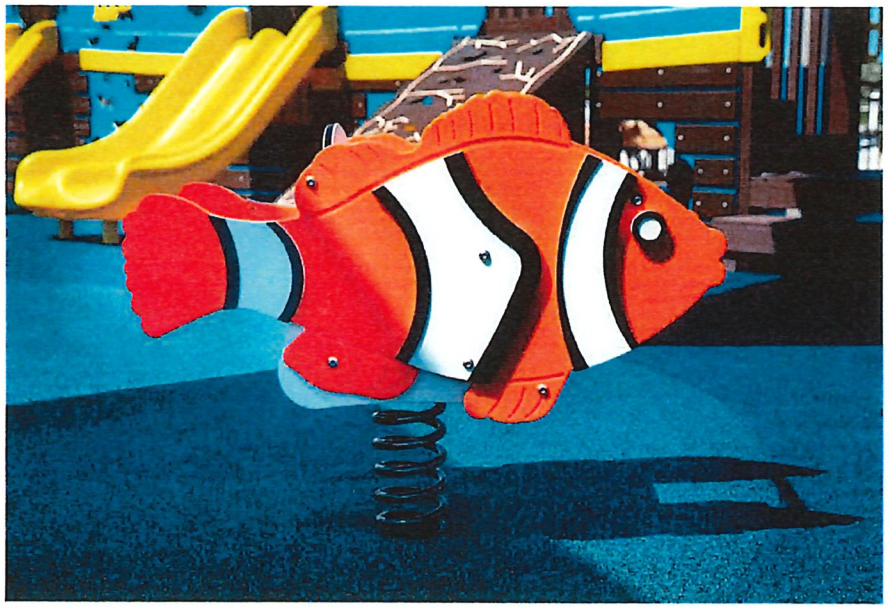
Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

Clownfish Rider: TFS0039xx



ROTATIONALLY MOLDED PLASTIC COLORS

Yellow, Orange, Red, Burgundy, Deep Periwinkle, Electric Purple, Dark Blue, Blue, Ocean Blue, Spring Green, Green, Patina, Feather Gray, Iced Coffee

POWER COATED COLOR OPTIONS

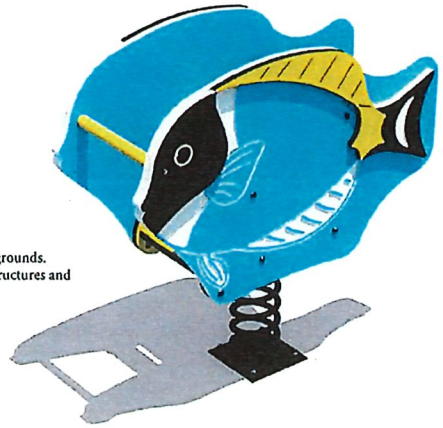
Yellow, Butterscotch, Orange, Red, Burgundy, Electric Purple, Feather Gray, Blue, Ocean Blue, Deep Periwinkle, Patina, Spring Green, Green, Iced Coffee, Deep Green, Brown, Black, Starry Night, Iron Gray, Rubbed Bronze, White

SUPERIOR RECREATIONAL PRODUCTS
a PLAYCORE company

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

Blue Tang Rider
TFS0040XX

- Use zone: 17' x 17'
- Ages: 2-5



Description

Our themed spring riders compliment our themed playgrounds. Create an ocean themed playground with our themed structures and matching Blue Tang and Clownfish spring riders!

Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North 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, c-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, thereafter pro-rated 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 periodically 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.

The 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 coatings shall retain their original color with a ΔE of <7.5 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 659-80.

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. The 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 their 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 units.

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 superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774. To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information, please call 1.800.327.8774.

*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 it a 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 cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the required or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.

Superior Playgrounds | 866.699.4339

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



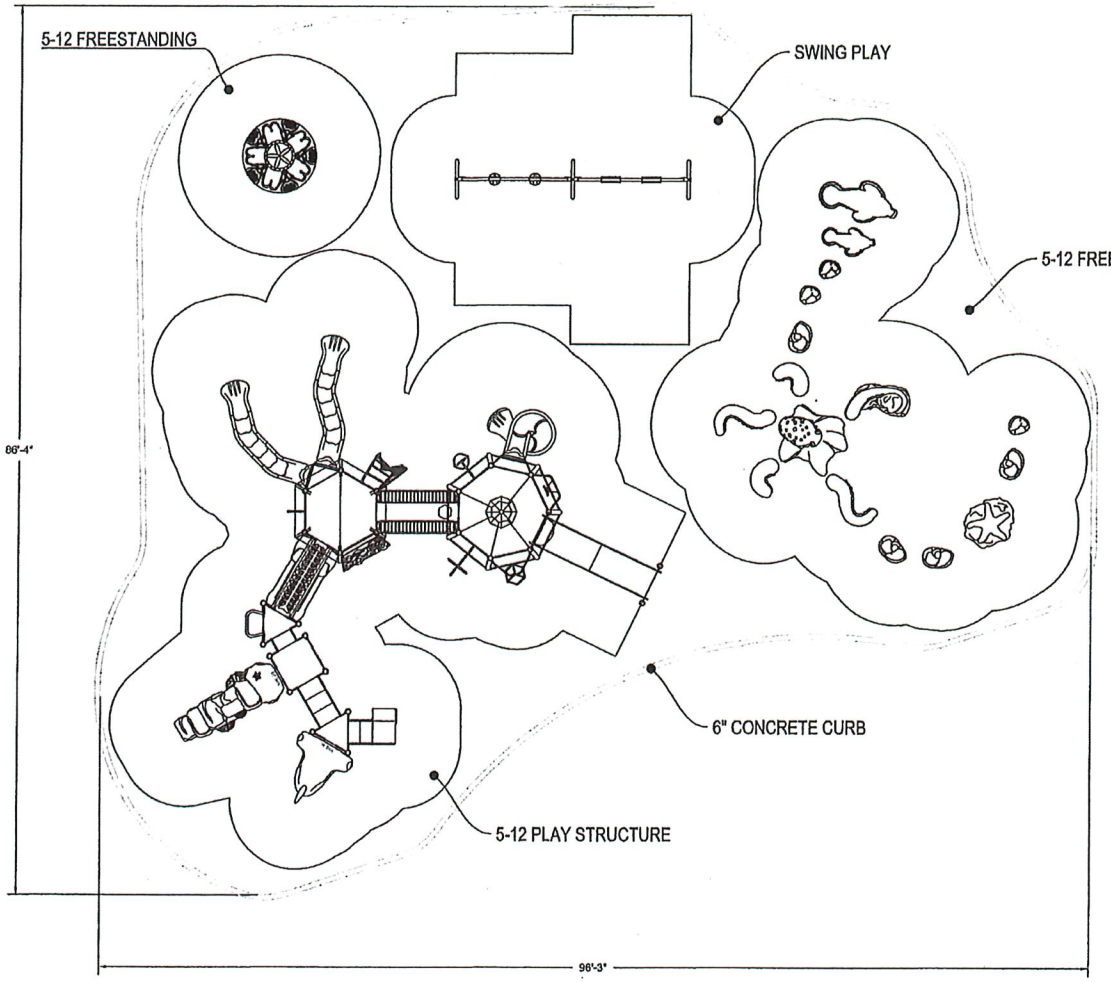
Belt Seat Colors



Attachment: Exhibit G - Kor Kat Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



SUNRISE PARK NORTH II
HOLLY HILL, FL - OVERALL PLAYGROUND LAYOUT



5-12 PLAY AREA				
ELEVATED PLAY ACTIVITIES - TOTAL	18			
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	15	REQ'D	9	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	3	REQ'D	0	
GROUND LEVEL ACTIVITY TYPE	5	REQ'D	3	
GROUND LEVEL ACTIVITY QUANTITY	14	REQ'D	6	

AREA: 5860 SQ.FT.
PERIMETER: 307'
The information provided is for estimation purposes only.

Play Area Capacity: 155-165

Miracle

DESIGNED FOR AGES
5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:	QUANTITY:
0	0

- ✓ COMPLIES TO CPSC
- ✓ COMPLIES TO ASTM
- ✓ COMPLIES TO ADA

GROUND SPACE:	PROTECTIVE AREA:
N/A	NOTED

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

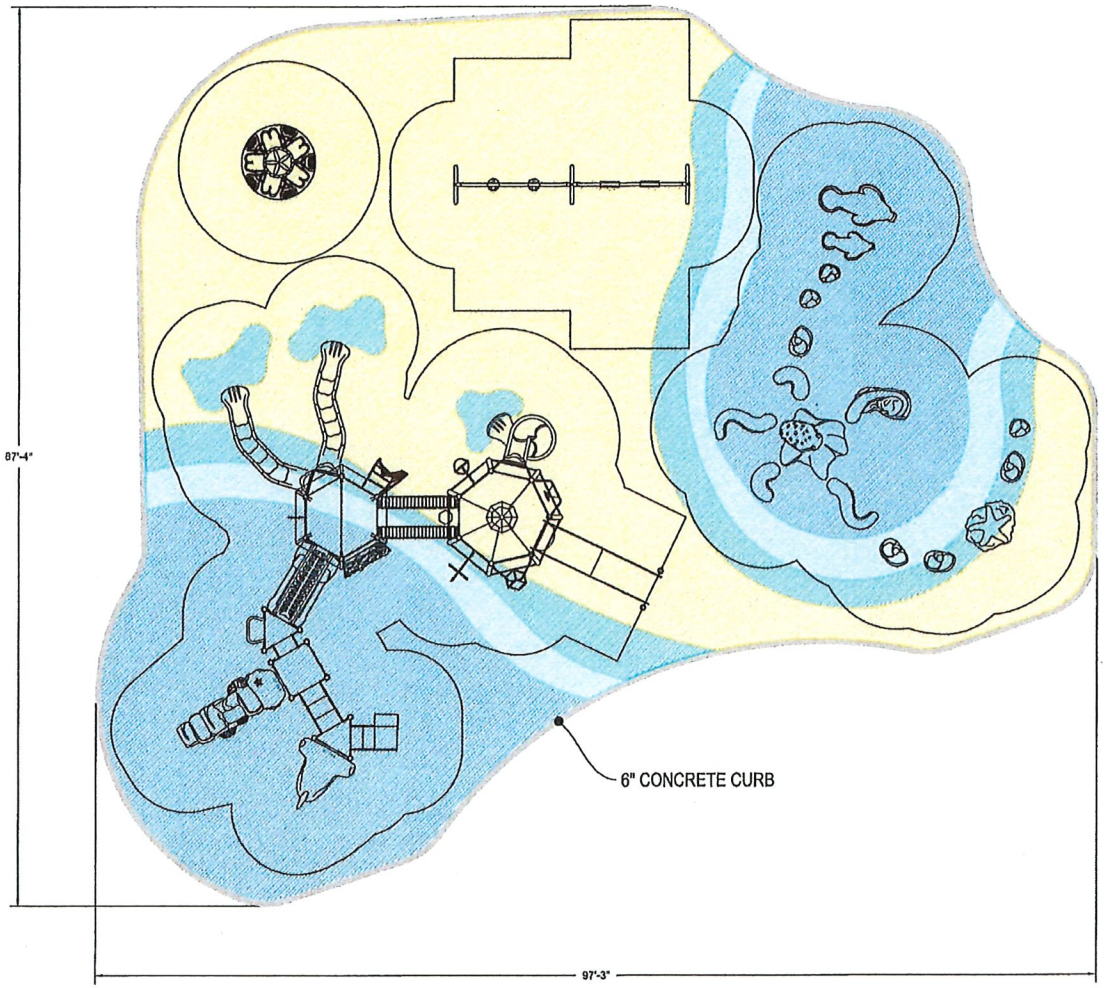
EG
SHEET: 11"X17"
SCALE: 3/32"=1'-0"
DATE: 06/03/2024

MP240065.02.1

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.

Attachment: Exhibit H - Miller Recreation Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

SUNRISE PARK NORTH II
HOLLY HILL, FL - SAFETY SURFACING DETAIL



SURFACING NOTES:

- 2,665 SQ.FT. @ TAN/BLACK VARYING CFH
- 2,100 SQ.FT. LIGHT BLUE VARYING CFH
- 477 SQ.FT. @ BLUE/WHITE VARYING CFH
- 616 SQ.FT. @ TAN/BLUE VARYING CFH

Miracle

DESIGNED FOR AGES
5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:	QUANTITY:
0	0

- ✓ COMPLIES TO CPSC
- ✓ COMPLIES TO ASTM
- ✓ COMPLIES TO ADA

GROUND SPACE:	PROTECTIVE AREA:
N/A	NOTED

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

EG

SHEET: 11"X17"

SCALE: 3/32"=1'-0"

DATE: 06/03/2024

MP240065.02.4

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.

Attachment: Exhibit H - Miller Recreation Drawings (2024-R-46 : Sunrise Park North 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 H - Miller Recreation Drawings (2024-R-46 : Sunrise Park North 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.

Attachment: Exhibit H - Miller Recreation Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

General Notes:

Age Group

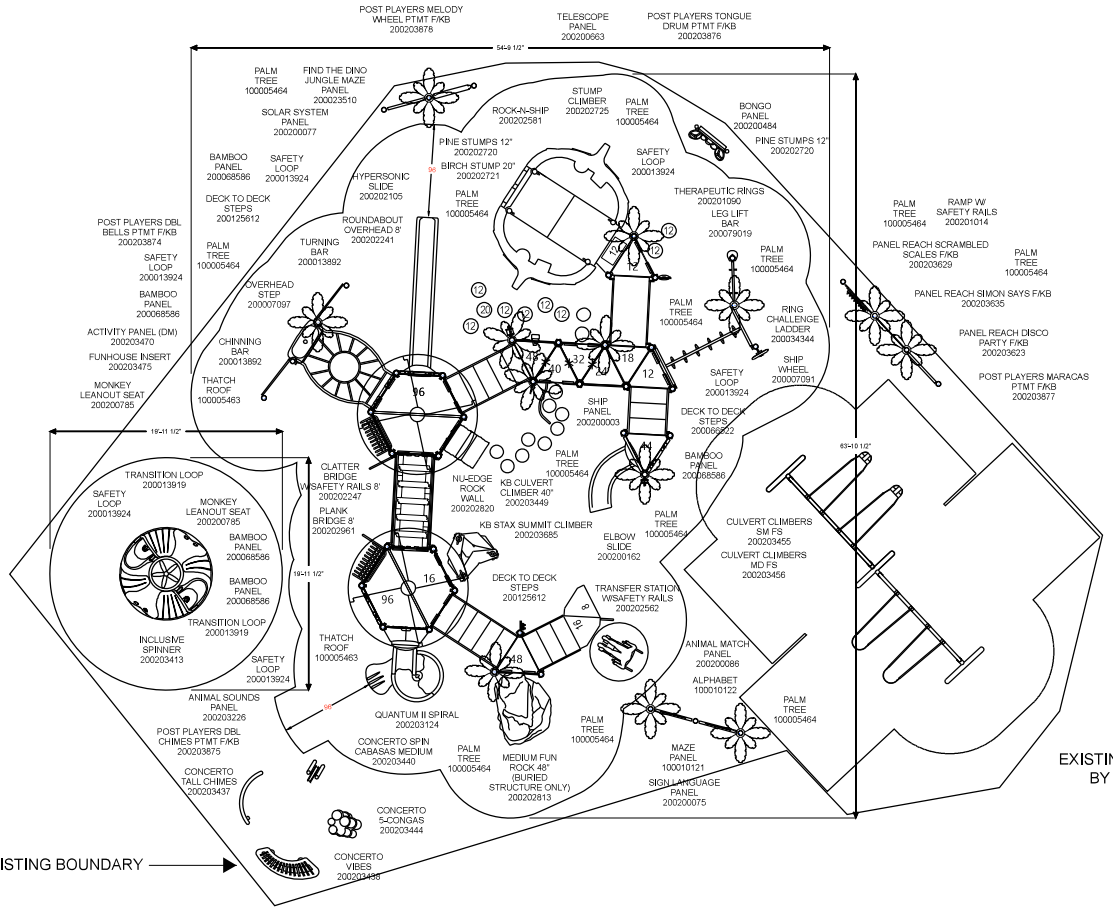
☐ 2-5yrs ☑ 5-12 yrs ☐ 2-12yrs ☐ 13+ yrs

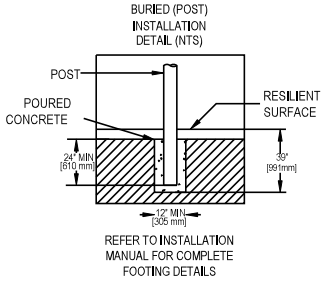
1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized 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:	19		
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	19	REQ'D	10
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	15	REQ'D	3
GROUND LEVEL QUANTITY:	30	REQ'D	6

Child Capacity: 120

INSIDE BOUNDARY
AREA: 4311 ft²
PERIMETER: 258 ft
The information provided is for estimation purposes only.





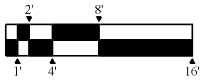
Playground Layout Compliance:

☑ 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



little tikes COMMERCIAL

playworx (866) 502-5013 Playworx.com

little tikes COMMERCIAL Playgrounds Fun & Easy!

Project:
Sunrise Park North Themed
Holly Hill, FL

LTCPS rep:
Jimmy Gandy
Playworx Playsets, LLC
(866) 502-5013

Ground Space: 70'-6" x 69'-0"
Protective Area: 67'-0" x 64'-0"

Drawn by: Rich McCarver
Date: 5/25/2024
DWG Name: R0321_454358428

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Attachment: Exhibit I - Playworx Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



Playworx Playsets, L
8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
Jimmy Gandy
404-427-5270
dave@playworx.com

Sunrise Park Nor
Themed
Holly Hill, FL

05/25/2024

Attachment: Exhibit I - Playworx Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



(866) 502-5013
Playworx.com
Playgrounds Fun & Easy!

Playworx Playsets, L
8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
Jimmy Gandy
404-427-5270
dave@playworx.com

Sunrise Park No
Themed
Holly Hill, FL

05/25/2024

PlayPow
Inspiring the world to

Attachment: Exhibit I - Playworx Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



playworx
(866) 502-5013
Playworx.com
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Playgrounds Fun & Easy!

Playworx Playsets, L
8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
Jimmy Gandy
404-427-5270
dave@playworx.com

Sunrise Park No
Themed
Holly Hill, FL

05/25/2024

PlayPow
Inspiring the world to

Attachment: Exhibit I - Playworx Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



(866) 502-5013
Playworx.com
Playgrounds Fun & Easy!

Playworx Playsets, L
8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
Jimmy Gandy
404-427-5270
dave@playworx.com

Sunrise Park No
Themed
Holly Hill, FL

05/25/2024

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Attachment: Exhibit I - Playworx Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



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05/25/2024

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playwor
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WARRANTY

Little Tikes Commercial Brand 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 PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KidBuilder® steel clamps.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, 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, Naturtek™ products, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
4. **LIMITED EIGHT (8) YEAR WARRANTY:**
   - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
   - LandSoft Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
   - Integrated shade 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:**
   - Clever Climbers™ products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
   - PVC coating and PE coating against cracking or peeling.
   - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
   - GFRP (Glass Fiber Reinforced Polymer) Products.
   - 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:** KidTiles®, Playground Sculptures, products flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. **LIMITED ONE (1) YEAR WARRANTY:**
   - Learning Lab Sensory Tables and Tot Tree plastic components.
   - Belt Swing Seats, and Bucket Tot Swing Seats.
   - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, 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 Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Little Tikes Commercial'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.

LIMITATIONS: All warranty periods begin on the date of Little Tikes Commercial'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 Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferrable.

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial 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 shade fabric as noted above), 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-Little Tikes Commercial parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- 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.

Little Tikes Commercial 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, PROFICT 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.

878 E. Highway 60 / Monett, Missouri, USA 65708 / littletikescommercial.com
USA 800-325-8828 CANADA 800-265-9953 INTERNATIONAL +1 417-235-6917

D70185 Rev. C - January 01, 2021

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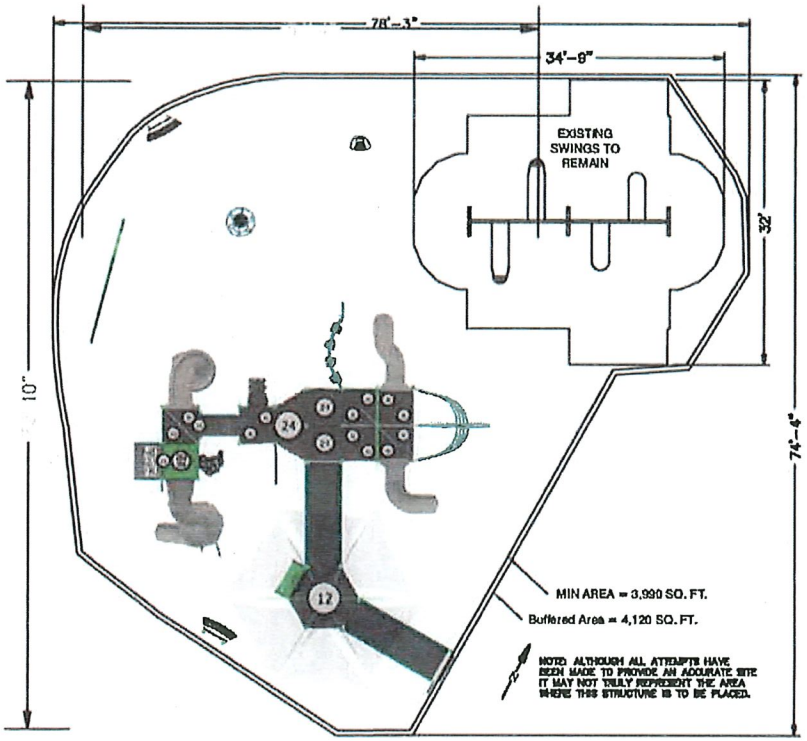
Attachment: Exhibit I - Playworx Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)



SERIES Burke Basics | Nucleus | Intensity

SITE PLAN VIEW

GROUP:
Structure|StemPlay|Freestanding

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2
Designer: Tugce Raasch

OVERALL BOUNDING OF USE ZONES
Area: 3735.2 sq.ft.
Perimeter: 248.2 ft.
STRUCTURE SIZE: 10"x51' 4"
POST SIZE(S):

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
36	18 / 9	12 / 0	6 / 0	18 / 6	8 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the seperation 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.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Attachment: Exhibit J - Top Line Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

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SUNRISE PARK NORTH

PROPOSAL #: 134-181108-2



Top Line
RECREATION

3D Designer: Felicia

Attachment: Exhibit J - Top Line Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

PROPOSAL #: 134-181108-2

SUNRISE PARK NORTH

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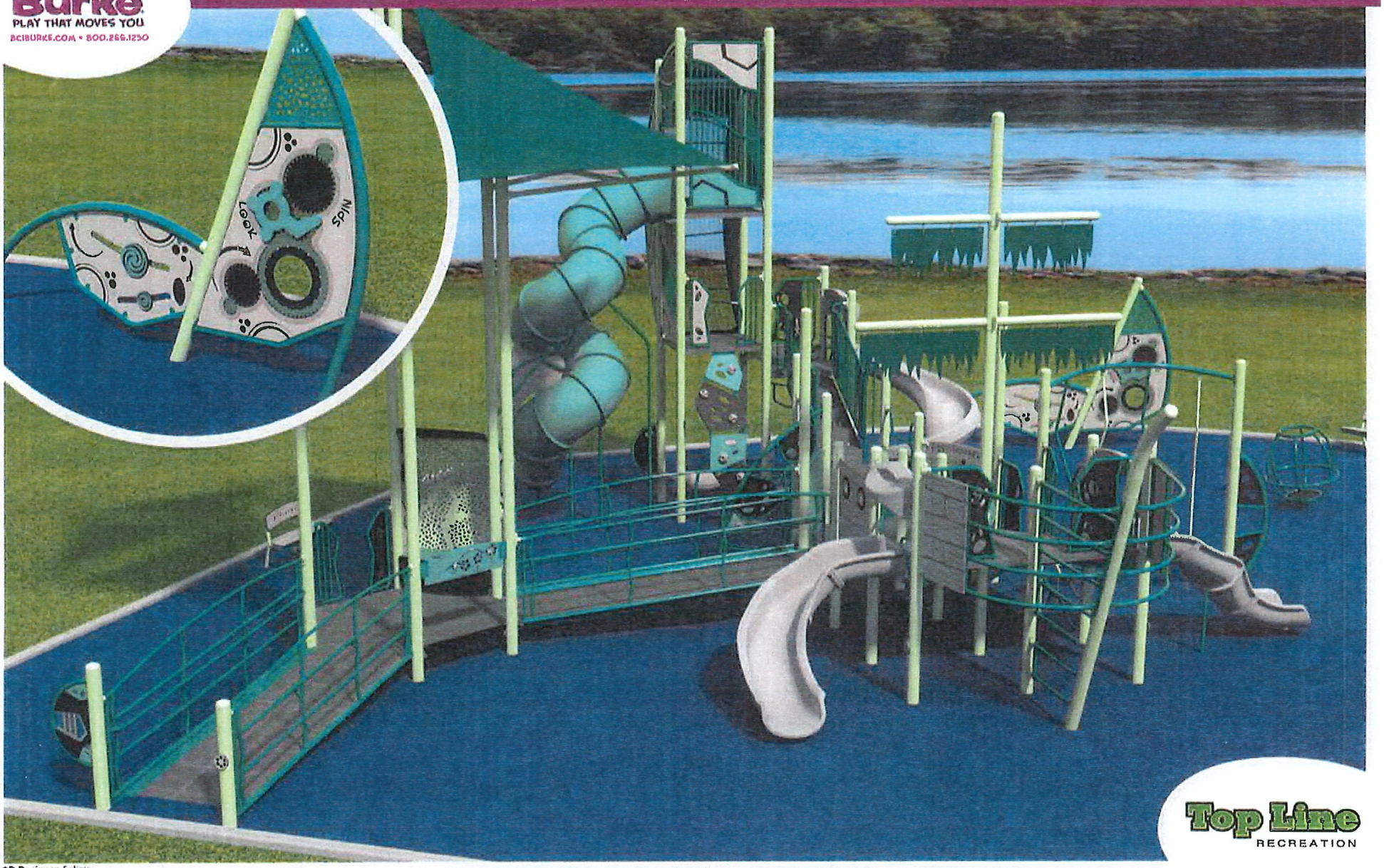
SUNRISE PARK NORTH

PROPOSAL #: 134-181108-2



Top Line
RECREATION

3D Designer, Felicia

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SERIES Nucleus | Intensity

SITE PLAN VIEW

GROUP: Structure

DESIGNED FOR AGES: 5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2
Designer: Tugce Raasch

OVERALL BOUNDING OF USE ZONES
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Perimeter: 248.2 ft.
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POST SIZE(S):

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SERIES Burke Basics

SITE PLAN VIEW

GROUP: StemPlay

DESIGNED FOR AGES: 5 to 12

Sunrise Park North

Holly Hill, FL 32117

06/05/2024

Top Line Recreation, Inc.

134-181108-2

Designer: Tugce Raasch

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OVERALL BOUNDING OF USE ZONES
Area: 3735.2 sq.ft.
Perimeter: 248.2 ft.
STRUCTURE SIZE: 10"x51' 4"
POST SIZE(S):

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
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Attachment: Exhibit J - Top Line Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

SERIES Burke Basics

GROUP: Freestanding

DESIGNED FOR AGES: 5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2
Designer: Tuğce Raasch

SITE PLAN VIEW

OVERALL BOUNDING OF USE ZONES
Area: 3735.2 sq.ft.
Perimeter: 248.2 ft.
STRUCTURE SIZE: 10"x51' 4"
POST SIZE(S):

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE	RAMP ACCESSIBLE	GROUND EVENTS	TYPES OF GROUND EVENTS
36	18 / 9	12 / 0	6 / 0	18 / 6	8 / 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.

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Attachment: Exhibit J - Top Line Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

ITEM	COMP.	DESCRIPTION
1	270-0131	HEXAGONAL PLATFORM 55P
2	470-0870	SERENITY SPOT
3	570-2724	RADIATE POST MOUNTED SPINNER
4	270-0120	EVOLUTION UNITARY ENCLOSURE
5	570-2719	SEEK'N'FIND 2-SIDED PLAY PANEL
6	270-0016	12' ADAAG ENTRANCE RAMP W/GUARDRAIL
7	570-2706	CHIMES CRESCENT PANEL, LEFT
8	570-2721	DOTS POST MOUNTED SPINNER
9	570-2667	BEE ACCESSIBLE REACH PANEL
10	570-0622	PLATFORM ROLL GUARD
11	270-0012	12' ADAAG RAMP W/GUARDRAIL
12	270-0130	SQUARE PLATFORM
13	270-0301	SPLIT SQUARE PLATFORMCLOSURE PLATE
14	570-2722	PETALS POST MOUNTED SPINNER
15	570-2726	WAVES POST MOUNTED SPINNER
16	370-0140	SHIP BOW CLIMBER 56"
17	270-0122	EVOLUTION OFFSET ENCLOSURE
18	470-0819	VIPER S 48-56 W/O HOOD
19	470-0805	SLIDE HOOD, HIGH SIDE WALL
20	270-0009	8" CLOSURE PLATE, ELLIPSE
21	470-0820	VIPER L2 48-56 W/O HOOD
22	570-1733	SHIP BOARD PANEL W/ PORT HOLES 41"
23	570-0735	FLAG POST TOPPER, JOLLY ROGER
24	370-0223	PURSUIT CLIMBER 16"-40"
25	370-0854	VERTO CLIMBER 1
26	270-0132	HALF HEXAGON PLATFORM
27	370-0287	TOPO CLIMBER
28	570-2712	HIDE THE NUMBERS 2-SIDED PLAYPANEL
29	570-2723	PINWHEEL POST MOUNTED SPINNER
30	370-1657	TRANSFER STATION, HANDRAIL 32"
31	370-0041	EVOLUTION 40" TRANSITION STAIR W/ BARRIERS
32	470-0128	FLYLOW POD
33	570-2725	SPOKES POST MOUNTED SPINNER
34	570-2705	SPINNER CRESCENT PANEL
35	570-1545	EVOLUTION 6' OPENING BARRIER
36	470-0811	EVOLUTION ROOF END PLATE
37	370-0236	FORMIS LADDER 96
38	370-1649	EVOLUTION, DECK TO ROOF CLIMBER
39	470-0120	COBRA SLIDE CORKSCREW RIGHT 168"
40	570-1544	EVOLUTION SHORT CURVED TOP BARRIER
41	570-1546	EVOLUTION TALL BARRIER
42	570-1557	EVOLUTION TALL CURVED TOP BARRIER, LEFT
43	470-0015	EVOLUTION SQUARE ROOF
44	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
45	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
46	470-0872	EXTREME TWIST SPIRAL SLIDE
47	370-1666	SHASTA CLIMBER, 80"-96"
48	570-2662	CRAZY MAZE 2-SIDED PLAY PANEL
49	670-0408	POST MOUNTED SHIP'S WHEEL ASSEMBLY
50	470-0619	SHIP MAST/SAIL ASSEMBLY
51	370-0861	TREE BRANCH CLIMBER 40"
52	470-0678	ARA HEX SHADE CANOPY

SERIES Nucleus | Intensity — COMPONENT VIEW

GROUP: Structure

DESIGNED FOR AGES: 5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2
Designer: Tugce Raasch

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

ITEM	COMP.	DESCRIPTION
1	560-1701	STEMPLAY TALL ACTIVITY FRAME
2	560-2685	STEMPLAY MOMENTUM
3	560-2692	STEMPLAY GEARS

SERIES Burke Basics — COMPONENT VIEW

GROUP: StemPlay

DESIGNED FOR AGES: 5 to 12

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ITEM	COMP.	DESCRIPTION
1	560-2586	COMET I
2	560-2735	ARO SPINNING CHAIR
3	580-0235	BENCH

SERIES Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

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SERIES Burke Basics | Nucleus | Intensity — ELEVATION VIEW

GROUP:
Structure|StemPlay|Freestanding

DESIGNED FOR AGES:
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SERIES Nucleus | Intensity

ELEVATION VIEW

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SERIES Burke Basics

ELEVATION VIEW

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SERIES Burke Basics | Nucleus | Intensity

ISOMETRIC VIEW

GROUP:
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06/05/2024

Top Line Recreation, Inc.
134-181108-2
Designer: Tugce Raasch

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® clamps 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 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 including StoneBorders 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.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 1-800-356-2070. **01/2024**

Attachment: Exhibit J - Top Line Drawings (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH PLAYGROUND - CDBG

BID NO. 24-BG-04

(To be completed in Duplicate)

Bidder's Name: Advanced Recreational Concepts

Submitted: 6/11/2024

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 his/her 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 Full Submission (2024-R-46 : Sunrise Park North 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,

SUNRISE PARK NORTH 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:**

Option 1: Three hundred and ten thousand dollars, four hundred and nine and zero cents.
~~Option 2:Three hundred and eighteen thousand, four hundred and sisty five, and fifty cents~~
(In Words)

Dollars $ 310,409.00 OR $318,465.50 (In Figures)

Alternate Shade Structure(s) _____ each (In Figures) for _____ x _____ structures.

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 his/her Surety. Should the total amount chargeable as liquidated damages exceed the

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

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 Full Submission (2024-R-46 : Sunrise Park North 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 Six thousand, two hundred and fifty dollars. Dollars ($6250.--), made payable to _____(Owner).

Advanced Recreational Concepts
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Helper
(Title of Officer)

Advanced Recreational Concepts
Name of Bidder

3127 Skyway Cir Unit 101
Address

Melbourne, FL 32934
City/State/Zip

3217750600
Telephone

CBC 1266810
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 K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North 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 #101Melbourne FL 32934

C. When organized. 2003

D. If a corporation, where incorporated. Brevard County

E. How many years have you been engaged in the contracting business under your present firm or trade name? 21

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. Full turnkey Playgrounds, surfacing, shade structures, pavil site amenities, 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 _____.

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. Owner and senior sales reps all have more than ten years experience in this field, hold a gc license, supplying recreational ects full turn key. On contract with volusia county for surfacing projects.All key project managers are CPSI and Triax 300 certifie

N. Credit available: $ $1,000,000

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

O. Give bank reference: John Zehrer - 321-757-4577 VP Regions Bank Commercial Banking

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 10 day of June, 2024.

Paul Bickham
Name of Bidder

By: Helper
Title

State of Florida

County of Brevard

_____ being duly sworn deposes and says

that he is the _____ of _____ 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 10th day of June, 2024.

Notary Public

John Murphy

Notary Public (Print or Type) My commission expires: 3/22/2027

JOHN PETER MURPHY, JR.
Notary Public
State of Florida
Comm# HH377288
Expires 3/22/2027

FLORIDA NOTARY ASSOCIATION • SINCE 1978 •

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North 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	Playspace services	1) Dave Shurmur 941 238 8621 2) Mike Collier 863 287 4090 3) Jon Kretzer 7274340426
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North 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 playgrounds Sylvester Bruten, Seville Park, Spring Hill Park	Volusia County	CDBG Bid- 3 park design playgrounds and PIP Surfacing	Chris Lessig clessig@volusia.org 386 748 3377	07/23-10/23
2	Bayfront Park	City of Sarasota	Highly customPlayground, surfacing, shade structures, splash park $1.4 million	John Kretzer City of Sarasota 727 434 0426	Jne 2023-Jan 2024
3	Tom Bennett Park	Manatee County	Playground, surfacing, shade $750,000	Dave Shurmur 941 238 8621	Jan 2024-April 2024

END OF SECTION

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North 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 Advanced Recreational Concepts whose business address is 3127 Skyway Cir Unit 101 Melbourne FL 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

(Signature) _____ Date: 06.10.2024

State of Florida County of Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Paul Bickham who, after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of June, 2024

JOHN PETER MURPHY, JR.
Notary Public
State of Florida
Comm# HH377288
Expires 3/22/2027

_____
Notary Public

My Commission Expires: 3/22/2027

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North 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: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Helper

ADDRESS: 3127 Skyway Cir Ste 101

CITY AND STATE: Melbourne, FL 32934

TELEPHONE: 3217750600

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 Full Submission (2024-R-46 : Sunrise Park North 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.

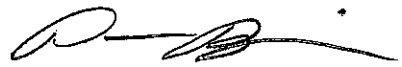
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

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 K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-BG-04

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

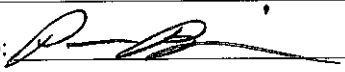
A provision that requires the contractor to comply with public records laws, specifically to:

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): 

Date: 06.10.2024

END OF SECTION

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Paul Bickham

2 Business name/disregarded entity name, if different from above

Advanced Recreational Concepts LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3127 Skyway Cir. Unit 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. Also see *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 ▶ [signature] Date ▶ 02.12.2024

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2024

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

Tom Collins Insurance Agency, Inc.
1555 Indian River Blvd, Suite 130
Vero Beach, FL 32960

CONTACT NAME: Lilleigh Cashman
PHONE (A/C, No, Ext): (772)778-9222 FAX (A/C, No): (772)778-9255
E-MAIL ADDRESS: l.cashman@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:** 99002176-10384201 **REVISION NUMBER:** 34

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			0100280432-0	01/27/2024	01/27/2025	EACH OCCURRENCE	$ 1,000,00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,00
							MED EXP (Any one person)	$ Exclude
							PERSONAL & ADV INJURY	$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,00
	OTHER:							$
B	AUTOMOBILE LIABILITY			21 UEC HV7562	02/03/2024	02/03/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
	X 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)	$
								$
A	UMBRELLA LIAB X OCCUR			0100280457-0	01/27/2024	01/27/2025	EACH OCCURRENCE	$ 2,000,00
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,00
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		AWC1205025	03/07/2024	03/07/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$ 1,000,00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,00
							E.L. DISEASE - POLICY LIMIT	$ 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

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

(LMC)

© 1988-2015 ACORD CORPORATION

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 24-BG-04

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 3127 Skyway Cir Unit 101 Melbourne FL 32934

Consultant/Contractor Name and Address

Signature

Paul Bickham / Helper

Name and Title

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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 **Holly Hill – Sunrise North Playground** 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

___6/5/24_____
Date

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

BABAA Compliance Certification

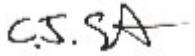
Project: Holly Hill – Sunrise North **Owner:**

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

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.



__ _____
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

__6/5/24_____
Date

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Advanced Recreational Concepts, LLC
3127 Skyway Cir. #101
Melbourne, FL 32934

SURETY (Name, legal status and principal place of business):

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name, legal status and address):

City of Holly Hill, Florida
1065 Ridgewood Avenue
Holly Hill, FL 32117

Bond Amount: Five Percent (5%) of Amount of Attached Bid

PROJECT : (Name, location or address, and Project number, if any):

Bid 24-BG-04, Sunrise Park North Playground - CDBG

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June, 2024

(Witness) (Seal)

(Witness)

Advanced Recreational Concepts, LLC
(Principal) (Seal)

(Title)

The Ohio Casualty Insurance Company
(Surety)

(Title) Tyler DeBord, Attorney-in-Fact PETER MURPHY, JR.

Notary Public
State of Florida
Comm# HH377288
Expires 3/22/2027

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210545 - 964031

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Tyree, Kara Ruckert, Margaret Hall, Steve P. Farmer, Tyler DeBord, Vincent DeLuca

all of the city of Daytona Beach state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of June, 2024.

JOHN PETER MURPHY, JR.
Notary Public
State of Florida
Comm# HH377288
Expires 3/22/2027

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

3:14 PM
06/10/24
Accrual Basis

Advanced Recreational Concepts, LLC
Sales Orders for All Customers
All Transactions

Name	Num	Date	Open Balance	Amount
ADE Construction Inc.				
Jupiter Community Park				
Dugout Shelters				
ADE Construction In...	5548	11/06/2023	54,163.27	108,326.54
Total Dugout Shelters			54,163.27	108,326.54
Total Jupiter Community Park			54,163.27	108,326.54
Total ADE Construction Inc.			54,163.27	108,326.54
All Star Kids Early Learning Center				
Multiple Part Replacement				
All Star Kids Early L...	5619	02/28/2024	118.88	118.88
Total Multiple Part Replacement			118.88	118.88
Total All Star Kids Early Learning Center			118.88	118.88
Brevard County Board of Commissioner				
Cuyler Park				
Shade Replacement				
Brevard County Boa...	5652	04/22/2024	4,695.76	4,695.76
Total Shade Replacement			4,695.76	4,695.76
Total Cuyler Park			4,695.76	4,695.76
Fay Park				
Freenotes Part Replacement				
Brevard County Boa...	5654	04/23/2024	1,075.72	1,075.72
Total Freenotes Part Replacement			1,075.72	1,075.72
Total Fay Park			1,075.72	1,075.72
Hoover Park				
Playground with Sail Shade				
Brevard County Boa...	5579	12/27/2023	161,142.94	161,142.94
Brevard County Boa...	5669	05/08/2024	70,277.37	70,277.37
Total Playground with Sail Shade			231,420.31	231,420.31
Total Hoover Park			231,420.31	231,420.31
Manatee Hammock Campground				
Brevard County Boa...	5632	03/18/2024	47,491.29	47,491.29
Total Manatee Hammock Campground			47,491.29	47,491.29
Total Brevard County Board of Commissioner			284,683.08	284,683.08
Brevard County Board of Commissioners				
Flutie Field Park				
Playground Replacement Opt 1				
Brevard County Boa...	5600	02/06/2024	129,415.72	129,415.72
Total Playground Replacement Opt 1			129,415.72	129,415.72
Total Flutie Field Park			129,415.72	129,415.72
Total Brevard County Board of Commissioners			129,415.72	129,415.72
Christ Church of Vero				
PreK Shade Fabric				
Christ Church of Ver...	5688	06/07/2024	7,452.00	7,452.00
Total PreK Shade Fabric			7,452.00	7,452.00

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
Shade Fabric Replacement				
Christ Church of Ver...	5662	04/29/2024	4,009.00	8,018.00
Total Shade Fabric Replacement			4,009.00	8,018.00
Total Christ Church of Vero			11,461.00	15,470.00
City of Altamonte Springs				
City Hall				
Site Amenities				
City of Altamonte Sp...	5635	03/19/2024	10,933.01	10,933.01
Total Site Amenities			10,933.01	10,933.01
Total City Hall			10,933.01	10,933.01
Total City of Altamonte Springs			10,933.01	10,933.01
City of Indian Harbour Beach				
Oars and Paddles Park				
Playground Replacement Phase 1				
City of Indian Harbo...	5675	05/21/2024	42,249.92	42,249.92
Total Playground Replacement Phase 1			42,249.92	42,249.92
Total Oars and Paddles Park			42,249.92	42,249.92
Total City of Indian Harbour Beach			42,249.92	42,249.92
City of Miami Beach				
Altos del Mar				
City of Miami Beach:...	5627	03/11/2024	6,588.31	6,588.31
Total Altos del Mar			6,588.31	6,588.31
Total City of Miami Beach			6,588.31	6,588.31
City of Newberry				
Borders				
City of Newberry:Bor...	5645	04/01/2024	3,456.00	3,456.00
Total Borders			3,456.00	3,456.00
Total City of Newberry			3,456.00	3,456.00
City of Orange City				
Veterans Memorial Park				
Socket Clamps				
City of Orange City:...	5678	05/22/2024	251.00	251.00
Total Socket Clamps			251.00	251.00
Total Veterans Memorial Park			251.00	251.00
Total City of Orange City			251.00	251.00
City of Palm Bay				
Oakwood Park				
Mega Phone Cone				
City of Palm Bay:Oa...	5606	02/12/2024	458.16	458.16
Total Mega Phone Cone			458.16	458.16
Total Oakwood Park			458.16	458.16
Stepper Parts				
City of Palm Bay:Ste...	5683	05/29/2024	2,256.30	2,256.30
Total Stepper Parts			2,256.30	2,256.30
Total City of Palm Bay			2,714.46	2,714.46

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
City of Pinellas Park				
ADA Swing Seat				
City of Pinellas Park...	5667	05/07/2024	1,798.10	1,798.10
Total ADA Swing Seat			1,798.10	1,798.10
Total City of Pinellas Park			1,798.10	1,798.10
City of Tampa Parks and Recreation				
Dundee Park				
Park Shade				
City of Tampa Parks...	5400	05/16/2023	89,983.00	89,983.00
Total Park Shade			89,983.00	89,983.00
Total Dundee Park			89,983.00	89,983.00
Total City of Tampa Parks and Recreation			89,983.00	89,983.00
Contravest				
Encore @ Narcoossee				
Pavilion				
Contravest:Encore ...	5673	05/20/2024	44,029.55	44,029.55
Total Pavilion			44,029.55	44,029.55
Total Encore @ Narcoossee			44,029.55	44,029.55
Total Contravest			44,029.55	44,029.55
Cornerstone				
Towns at Woodsdale				
Playground				
Cornerstone:Towns ...	5543	10/30/2023	110,985.60	110,985.60
Total Playground			110,985.60	110,985.60
Total Towns at Woodsdale			110,985.60	110,985.60
Total Cornerstone			110,985.60	110,985.60
DACG, INC				
Fruitland Park ES				
Playgrounds				
DACG, INC:Fruitlan...	5650	04/16/2024	252,137.19	252,137.19
Total Playgrounds			252,137.19	252,137.19
Total Fruitland Park ES			252,137.19	252,137.19
Total DACG, INC			252,137.19	252,137.19
Fairway Management				
Woodmill				
Playground Repairs				
Fairway Manageme...	5651	04/22/2024	7,933.02	7,933.02
Total Playground Repairs			7,933.02	7,933.02
Total Woodmill			7,933.02	7,933.02
Total Fairway Management			7,933.02	7,933.02

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
Family Church				
Family Church - Jensen Beach				
Borders playground 2 & 3				
Family Church:Famil...	5508	09/13/2023	2,332.00	2,332.00
Total Borders playground 2 & 3			2,332.00	2,332.00
Total Family Church - Jensen Beach			2,332.00	2,332.00
Total Family Church			2,332.00	2,332.00
First Service Residential				
Isles at Bayshore Club - Playground Mats				
First Service Reside...	5465	07/31/2023	-0.01	1,693.33
Total Isles at Bayshore Club - Playground ...			-0.01	1,693.33
Total First Service Residential			-0.01	1,693.33
Flagler County Public Schools				
Belle Terre ES				
Playground Replacement				
Flagler County Publi...	5631	03/15/2024	94,339.78	94,339.78
Total Playground Replacement			94,339.78	94,339.78
Total Belle Terre ES			94,339.78	94,339.78
Total Flagler County Public Schools			94,339.78	94,339.78
Kasas Construction, Inc.				
Bethune Center New Shades & EPDM				
Kasas Construction,...	5624	03/01/2024	53,871.56	68,871.56
Total Bethune Center New Shades & EPDM			53,871.56	68,871.56
Total Kasas Construction, Inc.			53,871.56	68,871.56
Keys Gate Community Association				
Swing Parts 2024				
Keys Gate Commun...	5623	02/29/2024	3,594.18	3,594.18
Total Swing Parts 2024			3,594.18	3,594.18
Total Keys Gate Community Association			3,594.18	3,594.18
Lego Construction Co.				
Margate				
Playground Opt 2 Increased EPDM				
Lego Construction C...	5424	06/15/2023	152,679.80	190,000.00
Total Playground Opt 2 Increased EPDM			152,679.80	190,000.00
Total Margate			152,679.80	190,000.00
Total Lego Construction Co.			152,679.80	190,000.00
Lennar Homes Bradenton				
Coco Bay				
Playground				
Lennar Homes Brad...	5536	10/24/2023	57,619.11	57,619.11
Total Playground			57,619.11	57,619.11
Total Coco Bay			57,619.11	57,619.11

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
Cranes Landing				
Playground				
Lennar Homes Brad...	5538	10/25/2023	57,619.11	57,619.11
Total Playground			57,619.11	57,619.11
Total Cranes Landing			57,619.11	57,619.11
Orange Blossom Groves				
Playground				
Lennar Homes Brad...	5537	10/25/2023	57,619.11	57,619.11
Total Playground			57,619.11	57,619.11
Total Orange Blossom Groves			57,619.11	57,619.11
Savanna Lakes				
Playground				
Lennar Homes Brad...	5539	10/25/2023	57,619.11	57,619.11
Total Playground			57,619.11	57,619.11
Total Savanna Lakes			57,619.11	57,619.11
Wellen Park				
Phase 3 Shades & Bleachers Proposal #4				
Lennar Homes Brad...	5656	04/22/2024	27,012.30	27,012.30
Total Phase 3 Shades & Bleachers Pro...			27,012.30	27,012.30
Phase 3 Shades Prop #5				
Lennar Homes Brad...	5659	04/22/2024	12,172.50	12,172.50
Total Phase 3 Shades Prop #5			12,172.50	12,172.50
Phase 3 Shades Proposal #1				
Lennar Homes Brad...	5657	04/22/2024	53,326.60	53,326.60
Total Phase 3 Shades Proposal #1			53,326.60	53,326.60
Phase 3 Shades Proposal #3				
Lennar Homes Brad...	5660	04/22/2024	29,418.00	29,418.00
Total Phase 3 Shades Proposal #3			29,418.00	29,418.00
Total Wellen Park			121,929.40	121,929.40
Total Lennar Homes Bradenton			352,405.84	352,405.84
Manatee County Parks and Recreation				
Braden River Park				
Cantilever Shade				
Manatee County Par...	5592	01/26/2024	15,550.00	15,550.00
Total Cantilever Shade			15,550.00	15,550.00
Total Braden River Park			15,550.00	15,550.00
Buffalo Creek				
LL Bleacher Shades				
Manatee County Par...	5604	02/08/2024	90,350.00	90,350.00
Total LL Bleacher Shades			90,350.00	90,350.00
Total Buffalo Creek			90,350.00	90,350.00

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Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
Coquina Beach				
Playground				
Manatee County Par...	5617	02/23/2024	95,115.00	95,115.00
Total Playground			95,115.00	95,115.00
Total Coquina Beach			95,115.00	95,115.00
Robinson Preserve				
30' Gazebo and Rubber Trail				
Manatee County Par...	5525	10/10/2023	45,792.00	45,792.00
Total 30' Gazebo and Rubber Trail			45,792.00	45,792.00
Total Robinson Preserve			45,792.00	45,792.00
Tom Bennett Park				
Splash Pad - Rev 1				
Manatee County Par...	5603	02/08/2024	158,688.00	158,688.00
Total Splash Pad - Rev 1			158,688.00	158,688.00
Total Tom Bennett Park			158,688.00	158,688.00
Total Manatee County Parks and Recreation			405,495.00	405,495.00
Manatee County Purchasing				
Country Club East				
Playground				
Manatee County Pur...	5616	02/23/2024	157,185.00	157,185.00
Total Playground			157,185.00	157,185.00
Total Country Club East			157,185.00	157,185.00
GT Bray Park				
Shade Fabrics				
Manatee County Pur...	5638	03/20/2024	7,759.20	7,759.20
Total Shade Fabrics			7,759.20	7,759.20
Total GT Bray Park			7,759.20	7,759.20
Memphis Cemetery				
Shelter				
Manatee County Pur...	5647	04/05/2024	25,325.02	25,325.02
Total Shelter			25,325.02	25,325.02
Total Memphis Cemetery			25,325.02	25,325.02
University Place Park				
Playground				
Manatee County Pur...	5618	02/23/2024	92,800.00	92,800.00
Total Playground			92,800.00	92,800.00
Total University Place Park			92,800.00	92,800.00
Total Manatee County Purchasing			283,069.22	283,069.22
Miami Dade Park & Recreation				
Tri Step Replacements				
Miami Dade Park & ...	5681	05/29/2024	8,695.00	8,695.00
Total Tri Step Replacements			8,695.00	8,695.00
Total Miami Dade Park & Recreation			8,695.00	8,695.00

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Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
Orange County Public Schools				
Princeton ES				
Parts				
Orange County Publ...	5687	06/04/2024	241.26	241.26
Total Parts			241.26	241.26
Total Princeton ES			241.26	241.26
Windy Ridge ES				
youth lot				
Orange County Publ...	5490	08/23/2023	25,241.45	94,076.78
Total youth lot			25,241.45	94,076.78
Total Windy Ridge ES			25,241.45	94,076.78
Total Orange County Public Schools			25,482.71	94,318.04
Osceola County Board of County Commission				
Bear Bay Park				
Swings				
Osceola County Boa...	5646	04/01/2024	13,763.34	13,763.34
Total Swings			13,763.34	13,763.34
Total Bear Bay Park			13,763.34	13,763.34
Total Osceola County Board of County Commi...			13,763.34	13,763.34
Pirtle Construction Company				
West-end Park				
Shelter S&D				
Pirtle Construction C...	5671	05/09/2024	66,509.20	66,509.20
Total Shelter S&D			66,509.20	66,509.20
Total West-end Park			66,509.20	66,509.20
Total Pirtle Construction Company			66,509.20	66,509.20
Play Space Services, Inc.				
Team Contracting Inc				
Coral Way Park				
Toddler Train Relo with EPDM				
Play Space Services...	5649	04/16/2024	1,321.93	1,321.93
Total Toddler Train Relo with EPDM			1,321.93	1,321.93
Total Coral Way Park			1,321.93	1,321.93
Total Team Contracting Inc			1,321.93	1,321.93
Total Play Space Services, Inc.			1,321.93	1,321.93
Pulte Group				
Valleybrook				
Playground				
Pulte Group:Valleybr...	5528	10/12/2023	39,883.83	39,883.83
Total Playground			39,883.83	39,883.83
Total Valleybrook			39,883.83	39,883.83
Total Pulte Group			39,883.83	39,883.83

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Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
RE Floyd Construction Corp.				
Brookland Park				
Playground				
RE Floyd Constructi...	5686	06/04/2024	59,246.10	59,246.10
Total Playground			59,246.10	59,246.10
Total Brookland Park			59,246.10	59,246.10
Total RE Floyd Construction Corp.			59,246.10	59,246.10
Recreational Design & Construction, Inc.				
Knot's Landing				
Playground				
Recreational Design...	5630	03/13/2024	104,414.73	104,414.73
Total Playground			104,414.73	104,414.73
Total Knot's Landing			104,414.73	104,414.73
Total Recreational Design & Construction, Inc.			104,414.73	104,414.73
Sandoval Community Association				
Playground Repairs				
Sandoval Communit...	5690	06/10/2024	6,516.78	6,516.78
Total Playground Repairs			6,516.78	6,516.78
Total Sandoval Community Association			6,516.78	6,516.78
Sarasota County				
Twin Lakes Park				
Playground Opt 1 Turf Rev 1				
Sarasota County:Tw...	5505	09/07/2023	249,795.00	249,795.00
Total Playground Opt 1 Turf Rev 1			249,795.00	249,795.00
Total Twin Lakes Park			249,795.00	249,795.00
Total Sarasota County			249,795.00	249,795.00
Sarasota County Parks & Recreation				
Ashton Legacy Trail				
Zip Line Material				
Sarasota County Pa...	5680	05/28/2024	1,995.00	1,995.00
Total Zip Line Material			1,995.00	1,995.00
Total Ashton Legacy Trail			1,995.00	1,995.00
Total Sarasota County Parks & Recreation			1,995.00	1,995.00
School Board of Brevard County				
Croton Elementary				
PreK Shade				
School Board of Bre...	5597	02/02/2024	9,851.00	9,851.00
Total PreK Shade			9,851.00	9,851.00
Total Croton Elementary			9,851.00	9,851.00
Holland ES				
Geo Dome				
School Board of Bre...	5601	02/06/2024	6,635.51	6,635.51
Total Geo Dome			6,635.51	6,635.51
Total Holland ES			6,635.51	6,635.51

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Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
Palm Bay Elementary School				
PreK Resurfacing				
School Board of Bre...	5643	04/02/2024	19,557.34	19,557.34
Total PreK Resurfacing			19,557.34	19,557.34
Total Palm Bay Elementary School			19,557.34	19,557.34
Palm Bay High School				
Kinder Playground				
School Board of Bre...	5642	04/01/2024	47,018.22	47,018.22
Total Kinder Playground			47,018.22	47,018.22
Total Palm Bay High School			47,018.22	47,018.22
Suntree ES				
Primary Swing Shade Opt 1				
School Board of Bre...	5672	05/14/2024	21,155.00	21,155.00
Total Primary Swing Shade Opt 1			21,155.00	21,155.00
Total Suntree ES			21,155.00	21,155.00
Swing Pendulums				
School Board of Bre...	5644	04/03/2024	398.08	398.08
Total Swing Pendulums			398.08	398.08
Viera ES				
Stepper Parts				
School Board of Bre...	5679	05/22/2024		0.00
Total Stepper Parts			0.00	0.00
Total Viera ES			0.00	0.00
Total School Board of Brevard County			104,615.15	104,615.15
School Board of Sarasota County				
Atwater ES				
Playground				
School Board of Sar...	5665	05/02/2024	93,062.00	93,062.00
Total Playground			93,062.00	93,062.00
Total Atwater ES			93,062.00	93,062.00
Phillippi Shores ES				
Playground				
School Board of Sar...	5637	03/20/2024	73,582.00	73,582.00
Total Playground			73,582.00	73,582.00
Total Phillippi Shores ES			73,582.00	73,582.00
Total School Board of Sarasota County			166,644.00	166,644.00
School District of Indian River County				
The Jimmy Graves Sports Complex				
Inclusive Playground				
School District of Ind...	5412	05/25/2023	112,951.87	318,899.00
Total Inclusive Playground			112,951.87	318,899.00
Total The Jimmy Graves Sports Complex			112,951.87	318,899.00
Total School District of Indian River County			112,951.87	318,899.00

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School District of Manatee County				
Bashaw Elementary				
Playground Freestanding and Swings				
School District of Ma...	5689	06/07/2024	110,425.00	110,425.00
Total Playground Freestanding and Swi...			110,425.00	110,425.00
Total Bashaw Elementary			110,425.00	110,425.00
Total School District of Manatee County			110,425.00	110,425.00
School District of St. Lucie County				
Creative Arts Academy of St. Lucie				
Swing Bay Addition				
School District of St....	5571	12/18/2023	2,910.38	2,910.38
Total Swing Bay Addition			2,910.38	2,910.38
Total Creative Arts Academy of St. Lucie			2,910.38	2,910.38
Lakewood Park Elementary				
Repairs				
School District of St....	5625	03/05/2024	17,178.12	17,178.12
Total Repairs			17,178.12	17,178.12
Total Lakewood Park Elementary			17,178.12	17,178.12
Lawnwood Elementary				
Shade Parts				
School District of St....	5641	03/22/2024	12,948.42	12,948.42
Total Shade Parts			12,948.42	12,948.42
Total Lawnwood Elementary			12,948.42	12,948.42
Total School District of St. Lucie County			33,036.92	33,036.92
St Andrews Country Club				
Playground Repair 2023				
St Andrews Country ...	5343	03/02/2023		46,116.58
Total Playground Repair 2023			0.00	46,116.58
Total St Andrews Country Club			0.00	46,116.58
St Johns County School District				
K-8 School OO				
Playground				
St Johns County Sc...	5655	04/23/2024	177,413.80	177,413.80
Total Playground			177,413.80	177,413.80
Total K-8 School OO			177,413.80	177,413.80
Total St Johns County School District			177,413.80	177,413.80
Stellar Development, Inc.				
Sarasota Airport				
Playground				
Stellar Development...	5666	05/03/2024	99,437.70	99,437.70
Total Playground			99,437.70	99,437.70
Total Sarasota Airport			99,437.70	99,437.70
Total Stellar Development, Inc.			99,437.70	99,437.70

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Advanced Recreational Concepts, LLC
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Name	Num	Date	Open Balance	Amount
Tampa Contracting Services Inc.				
Avion Park				
Playground				
Tampa Contracting ...	5633	03/19/2024	102,300.68	102,300.68
Total Playground			102,300.68	102,300.68
Total Avion Park			102,300.68	102,300.68
Total Tampa Contracting Services Inc.			102,300.68	102,300.68
Taylor Morrison Home Builders				
Skye Ranch				
Shade Sail				
Taylor Morrison Ho...	5550	11/08/2023	17,361.20	17,361.20
Total Shade Sail			17,361.20	17,361.20
Total Skye Ranch			17,361.20	17,361.20
Total Taylor Morrison Home Builders			17,361.20	17,361.20
Village of North Palm Beach				
Lakeside Park				
Playground Repairs 2024				
Village of North Pal...	5682	05/29/2024	5,487.26	5,487.26
Total Playground Repairs 2024			5,487.26	5,487.26
Total Lakeside Park			5,487.26	5,487.26
Total Village of North Palm Beach			5,487.26	5,487.26
Volusia County				
Sun Splash Park				
Replacement Shade				
Volusia County:Sun ...	5629	03/12/2024	14,719.38	14,719.38
Total Replacement Shade			14,719.38	14,719.38
Total Sun Splash Park			14,719.38	14,719.38
Tom Renick Park				
Playground Repairs 2024				
Volusia County:Tom...	5661	04/25/2024	5,309.97	5,309.97
Total Playground Repairs 2024			5,309.97	5,309.97
Total Tom Renick Park			5,309.97	5,309.97
Total Volusia County			20,029.35	20,029.35
Volusia County Coastal Services				
Bethune Beach				
East Pavilion				
Volusia County Coa...	5620	02/28/2024	92,536.00	92,536.00
Total East Pavilion			92,536.00	92,536.00
Total Bethune Beach			92,536.00	92,536.00
Total Volusia County Coastal Services			92,536.00	92,536.00
TOTAL			**4,020,551.03**	**4,453,635.88**

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

2023 PLAYCRAFT SYSTEMS

Commercial Playground Equipment Specifications



PLAYCRAFT® SYSTEMS

A PLAYCORE Company

123 North Valley Drive - Grants Pass, OR 97526
Tel: (541) 955-9199 Fax: (541) 955-6130

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

2023 PLAYCRAFT SPECIFICATIONS

1/01/2023

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.

SECTION 1 - 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.

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

ROUND-5 PLAY SYSTEM - General Specifications

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.

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

ROUND-3.5 PLAY SYSTEM - General Specifications

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

REVOLUTION SYSTEM - General Specifications

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

MATERIAL COLORS OFFERED

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

Powder-coat Colors

Metal components receive a multi-stage powder-coating process that yields a highly durable protective finish.



Roto-molded Plastic Colors

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of wear.



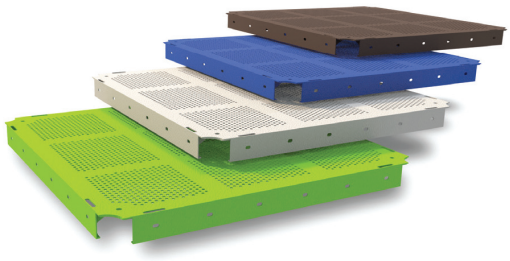
HDPE Sheet Plastic Colors

Our high density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.



Play-Tuff™ Coating Colors

Our in-house state-of-the-art Play-Tuff™ (plastisol) coating process offers unmatched protection on decks & steps.



Thermoplastic Coating Colors

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.



Shade Canopy Fabric Colors

Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.



Play-Cord™ Cable Colors

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



Swing Seat Colors

Slash Proof Seats are constructed from durable elastomer and come in a variety of colors.



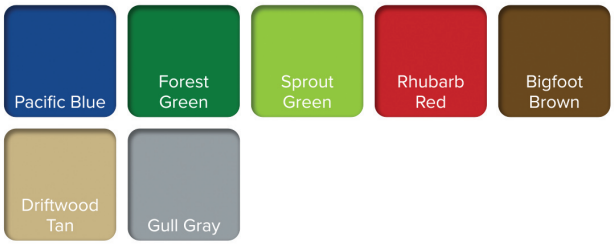
Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

METALUXE™ Signature Powder-coat Colors

Our exclusive collection of metallic powder-coat colors provide a finish that speaks to luxury and brilliance. These highly durable, grime resistant coatings bring a touch of shimmer to your playscape.



PLAY-TUFF™ Coating Colors



Powder-coat Colors



Roto-molded Plastic Colors



Solid HDPE Colors

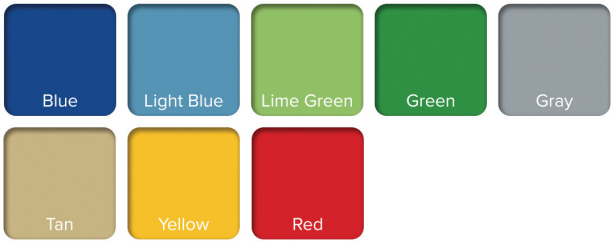
Layered HDPE Colors



Thermoplastic Coating Colors



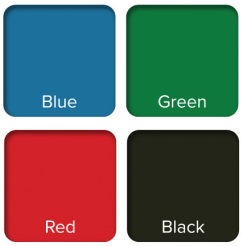
Shade Canopy Fabric Colors



Swing Seat Colors



PLAY-CORD™ Cable Colors



Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

ARC
Where fun has no boundaries . . .

HOLLY HILL
SUNRISE NORTH
OPTION 1

PLAYCRAFT® SYSTEMS
A PLAYCORE Company







Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-Adt - Sunrise Park North Playground - CDBG)



Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-64 : Sunrise Park North Playground - CDBG)



Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CO60)
Packet Pg. 453



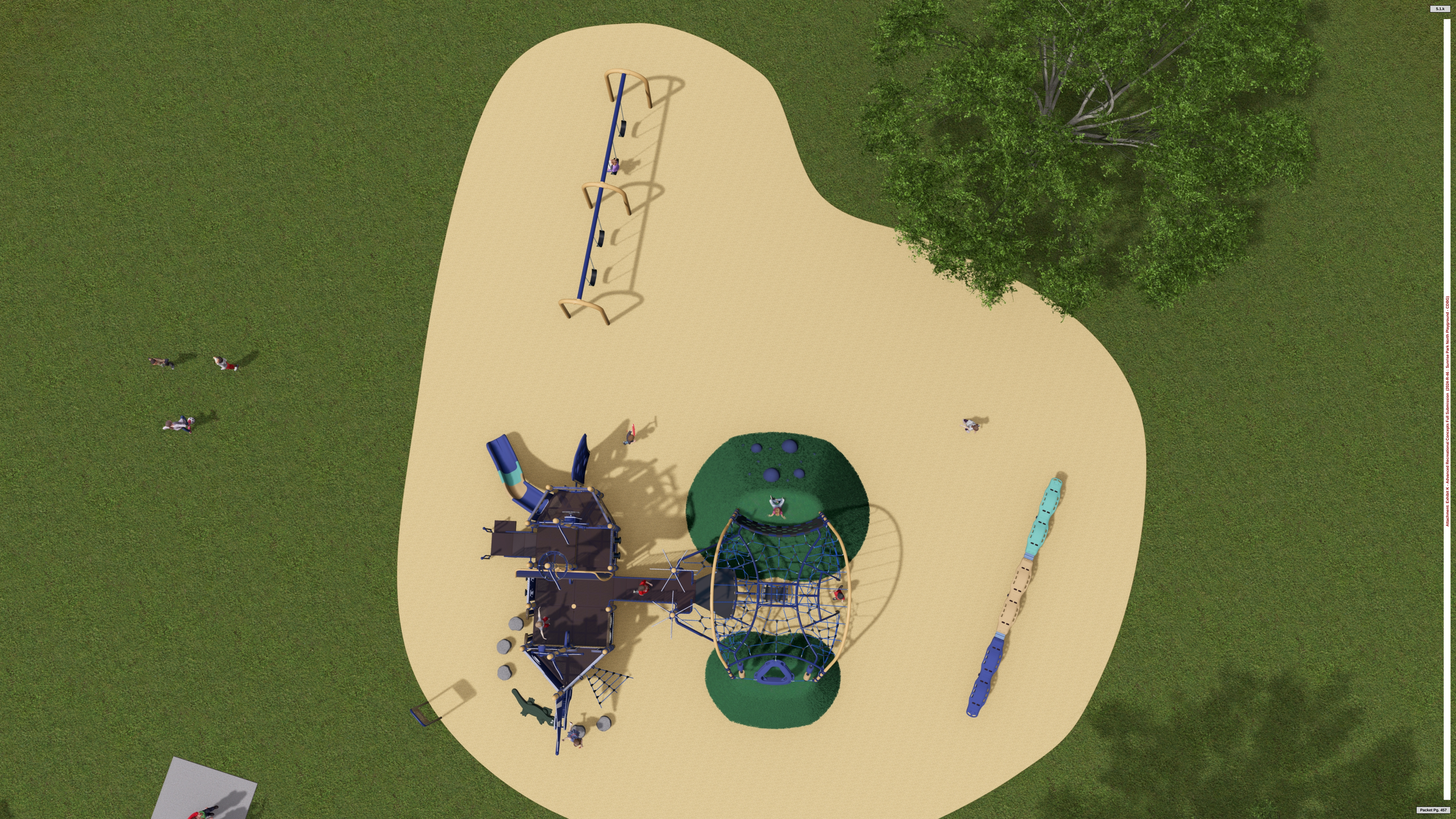
Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park Ninth Playground - CDBG)



Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-64 : Sunrise Park Ninth Playground - CDBG)




WELCOME



Attachment: Exhibit K - Advanced Recreational Concepts Full Submission (2024-R-46 : Sunrise Park Ninth Playground - CDBG)

BLISS PRODUCTS

everything under the sun

CITY OF HOLLY HILL FLORIDA
INCORPORATED JULY 1, 1901

SUNRISE PARK NORTH PLAYGROUND

RFP 24-BG-04



Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

June 10, 2024

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Re: RFP 24-BG-04

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.

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

Sincerely,

Heather Smith
Sales Representative
Bliss Products and Services, Inc.
727-403-7849
heather.smith@blissproducts.com
www.blissproducts.com

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North 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 anc more than doubling both the sales staff and installation crews. Gregg i the qualifying agent for contractors' licenses in over five states, includi 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 f the City of Winter Springs. From onsite meetings to thorough follow u 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 201 She quickly climbed the ranks to become BPS' Bid Manager and now oversees the entire bid and quoting department. Her department sent out over 500 bids for the 2021 year and is still able to maintain an attention to detail that is unlike any other. Providing our customers wi in depth information, accurate lead times, and comprehensive playground designs ensures our bids and quotes alike are sent out wit as much detail and care as possible.

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Bliss Products and Services, Inc.

Overview

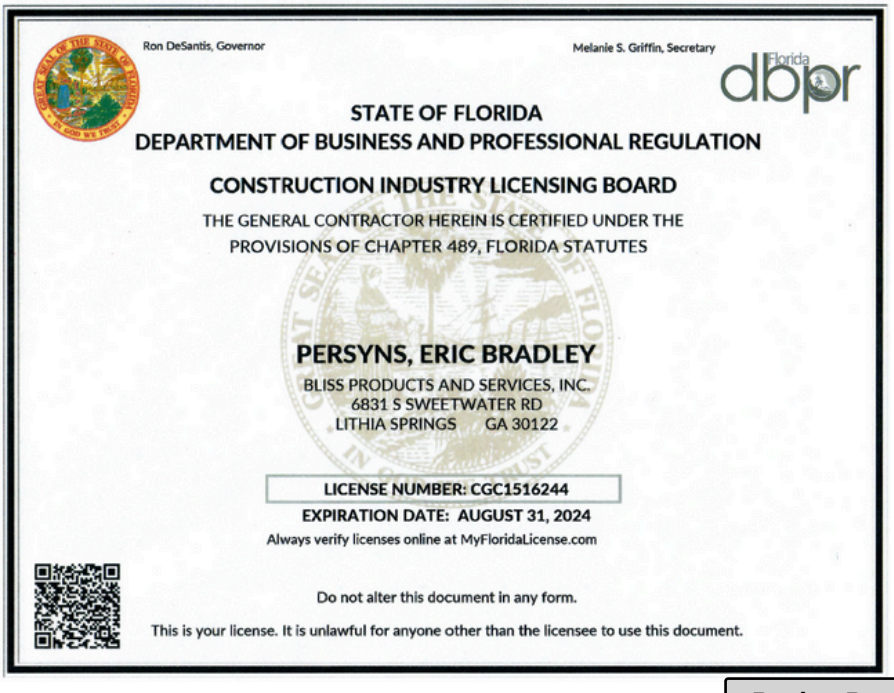
Bliss Products and Services, Inc. (BPS) has been in the recreation business since 1984. With over thirty years of success in an ever-changing industry, BPS has continued to expand not only territory but capabilities as well. Our growth can be directly attributed to our customer-first sales philosophy. 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 25M 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, 2024

Always verify licenses online at MyFloridaLicense.com

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Contact Information

Banking, Bonding, and Insurance

- BPS has bonding capabilities of over 2M dollars
- BPS carries insurance over 5M dollars (COI attached for reference)
- Specific banking, bonding, and credit references are available upon request
- FEIN: 59-2413631
- DUNS: 003456408
- E-Verify: 329247

General 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
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
Jessica: 800-248-2547 ext. 101

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Bliss Products and Services, Inc.

BLISS PRODUCTS
everything under the sun

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2024

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
HDINS,Inc dba Harry Daniel Insurance
P.O. 2077
Cartersville, GA 30120

www.hdins.com AYP070759

CONTACT NAME: Meg Stover
PHONE (A/C, No, Ext): 770-382-8954 **FAX (A/C, No):** 770-386-4081
E-MAIL ADDRESS: MStover@hdins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters	13037
INSURER B : Twin City Fire Insurance Co.	29459
INSURER C : Sentinel Insurance Co, Ltd	11000
INSURER D : Certain Underwriters at Lloyd's, London	
INSURER E :	
INSURER F :	

INSURED
Bliss Products and Services, Inc,
6831 S, Sweetwater Rd,
Lithia Springs GA 30122

COVERAGES **CERTIFICATE NUMBER:** 78295987 **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 ☐ ☐ CLAIMS-MADE ☑ OCCUR ✓ Contract & XCU ✓ $5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:			CSU0024940	1/17/2024	1/17/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 10,0000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
C	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			20UECKN3349	7/29/2023	7/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $ 0			CSU0024939	1/17/2024	1/17/2025	EACH OCCURRENCE AGGREGATE Occur/Aggregate	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WECAT3242	7/29/2023	7/29/2024	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D A	IM-Installation Professional Liability Network Security & Electronic Media Liability			20SBAZT2793 HPL22-0066 CSU0202058	4/19/2023 4/28/2023 1/17/2024	4/19/2024 4/28/2024 1/17/2025	$100,000 $1,000,000 per claim/aggregate $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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Past Performance

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

4C approached us about the need for new play equipment at Ferguson Drive Early Head Start after we completed a bid project for them. This school needed four different areas for kids to play. Each area is equipped with early head start approved play equipment, poured in place surfacing, and shades.



Community Coordinated Care for Children
Amy Richter
407-532-4197
arichter@4cflorida.org

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Past Performance

The City of Conway requested a themed steamship design to celebrate the city's heritage. We were able to work with Play & Park Structures to deliver on this request along with designed poured in place surfacing.

City of Conway
Riverfront Park
Ken Seen
843-248-1760
kseen@cityofconway.com



BPS was honored to be a part of the City's park renovation. The City envisioned having a playground structure with a shade to provide relief from the sun with freestanding pieces surrounding. BPS was able to put together a design that fit their needs and budget.

City of Hollywood
David Park
David Vasquez
954-921-3469
dvasquez@hollywoodfl.org



Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Overview and Objectives

The City of Holly Hill is seeking a partner to design a new play environment for the children at Sunrise 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. Each school is going to be able to work with our team to design their playground to fit its specific needs and space, so these on-site meetings are critical to fully understanding the extent of the scope of work at each location.

Duration of Installation - Equipment today is much more complex from an installation standpoint than in years past. Playground 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 and surfacing 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 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Proposed Playground Design

We are thrilled to present our innovative playground design for Sunrise Park, an exceptional play space that not only provides a fun and engaging environment for children but also reflects the beauty and spirit of Holly Hill. Our design includes unique elements and thoughtful features that make it an ideal addition to the park.

Design Highlights:

1. Boat-Shaped Playground Structure:
   - The central playground structure is creatively designed to resemble a boat, providing children with an adventurous and imaginative play experience. This nautical theme aligns perfectly with the park's location and its connection to water.
2. Poured-in-Place Surfacing:
   - The surfacing of the playground is designed to mimic a sunrise over the water, symbolizing the name of the park. The vibrant colors and patterns create a visually stunning effect, enhancing the overall aesthetic appeal of the playground and making it a landmark within the community.

Inclusivity and Accessibility:

At Bliss Products and Play & Park Structures, we believe that every child deserves the opportunity to play, regardless of their physical abilities. Our design prioritizes inclusivity, featuring:

1. Wheelchair Ramp:
   - The playground includes a wheelchair ramp, ensuring that children with mobility devices can easily access the play structure. This ramp is integrated seamlessly into the design, promoting inclusivity without compromising on fun.
2. Accessible Play Elements:
   - Various play elements are designed to be accessible to children of all abilities, allowing for a diverse and inclusive play environment. These elements include sensory panels, ground-level activities, and transfer platforms that cater to children with different needs.

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Proposed Playground Design

Benefits to the Community:

- Enhanced Recreational Space:
  - The new playground will provide a vibrant and engaging space for children to play, fostering physical activity, social interaction, and imaginative play.
- Community Landmark:
  - The boat-shaped structure and sunrise-themed surfacing will make the playground a distinctive feature of Sunrise Park, attracting families and visitors to the area.
- Commitment to Inclusivity:
  - By incorporating inclusive design elements, the City of Holly Hill demonstrates its commitment to providing equitable play opportunities for all children, enhancing the community's reputation as welcoming and inclusive.

We are confident that our playground design will not only meet but exceed your expectations for Sunrise Park. It is a testament to our dedication to creating spaces where children can play, learn, and grow together. We look forward to the opportunity to bring this vision to life and to contribute positively to the Holly Hill community.

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

OCEANSIDE (W/ BROWN POST)

SUNRISE PARK NORTH PLAYGROUND

HOLLY HILL, FLORIDA

645-166454A

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Sunrise Park North Playground
1135 Riverside Dr
Holly Hill, FL 32117

Bliss Products and Services

This play equipment is recommended for children ages:
2-5 or 5-12

Minimum Area Required:
53'-8" x 74'-11"

Scale: 3/16" = 1'-0"
This drawing can be scaled only when in an 24" x 36" format

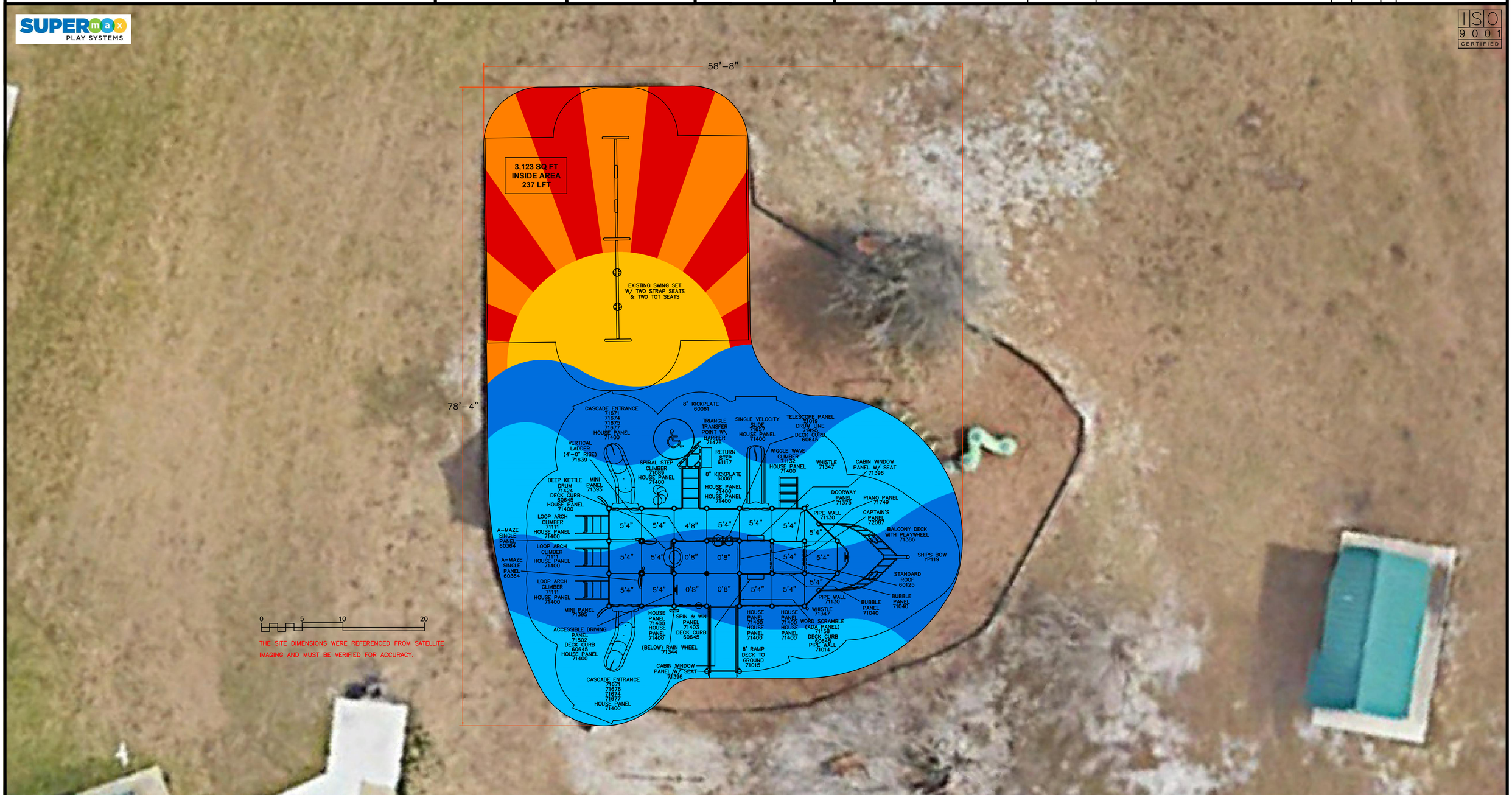
Drawn By:
Chris Yates
Date:
5/29/24
Quote Number:
645-166454A

play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

Total Play Components	47			User Capacity
Elevated Play Components	24			120-140
Elevated Play Components Accessible by Ramp	6	Req.	6	Critical Fall Height
Elevated Components Accessible by Transfer	24	Req.	6	8'-0"
Accessible Ground Level Components Shown	23	Req.	8	
Different Types of Ground Level Components	7	Req.	4	

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Sunrise Park North Playground
1135 Riverside Dr
Holly Hill, FL 32117

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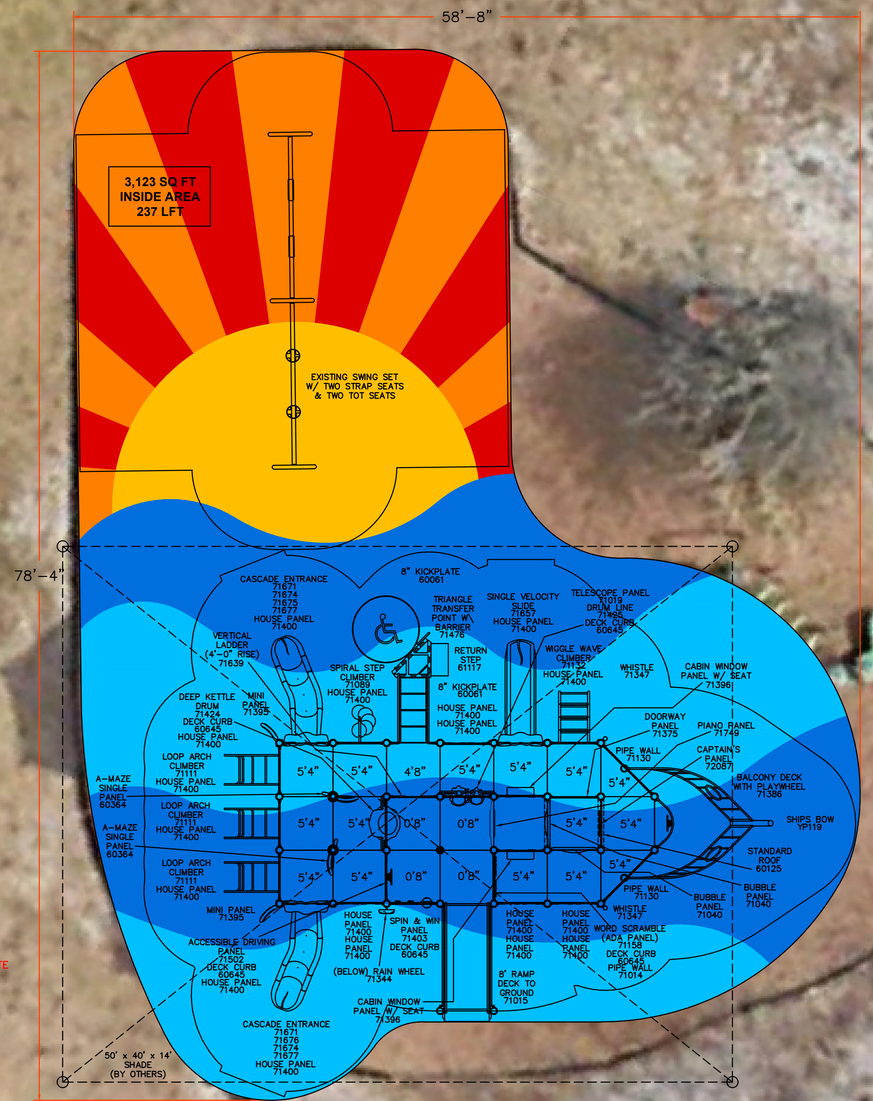
ISO 9001 CERTIFIED



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Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Playground 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.

Our manufacturer, Play & Park Structures, is currently working on a ten-week lead time.

Week Count	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Receive NTP														
Playground Manufacturing														
Playground Shipping														
Installation of New Playgrounds and Surfacing														

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North 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 playground area opening on time and without incident.
- Playground 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Play & Park's Quality

BLISS PRODUCTS
everything under the sun

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Play & Park's Color Palettes

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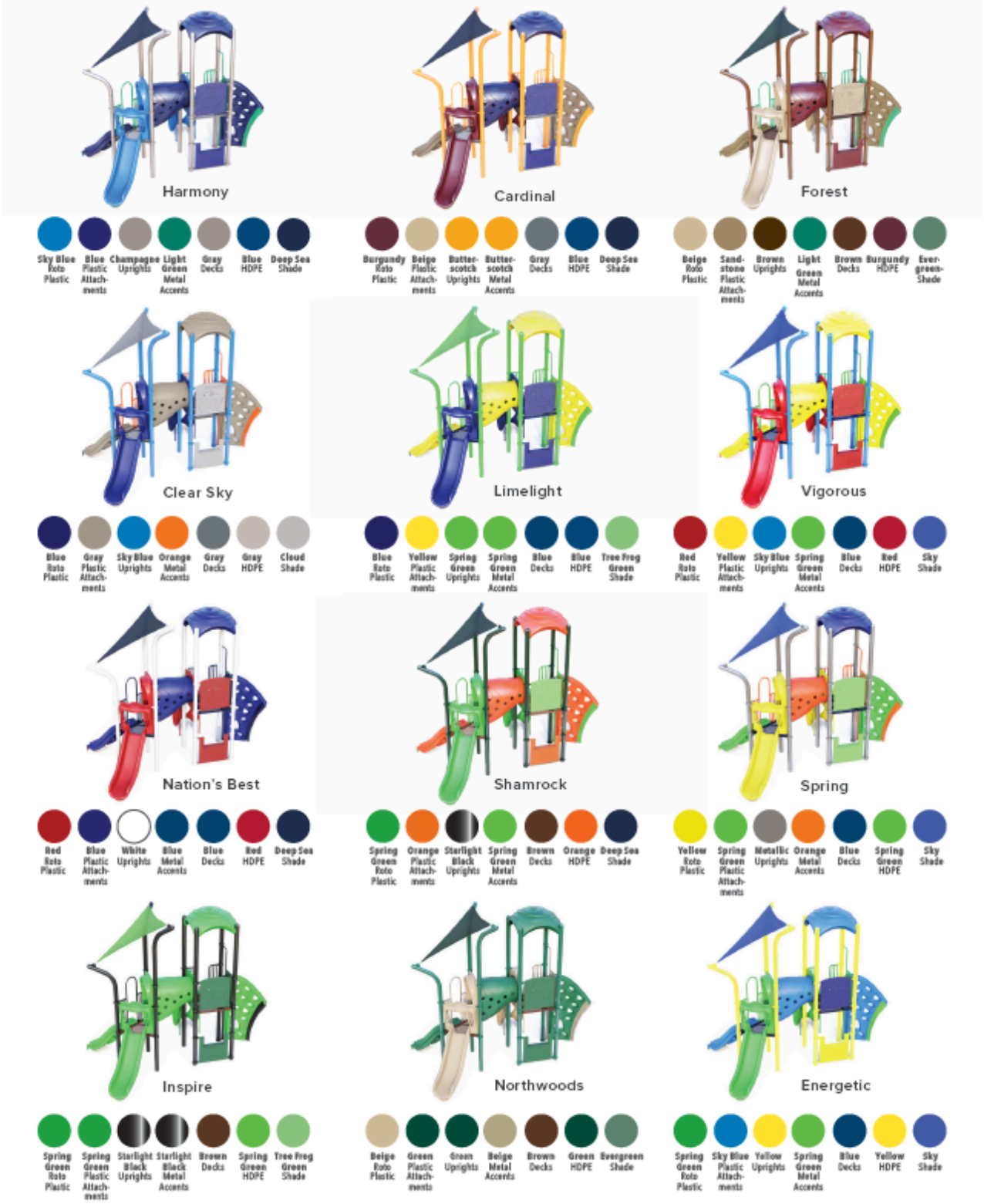

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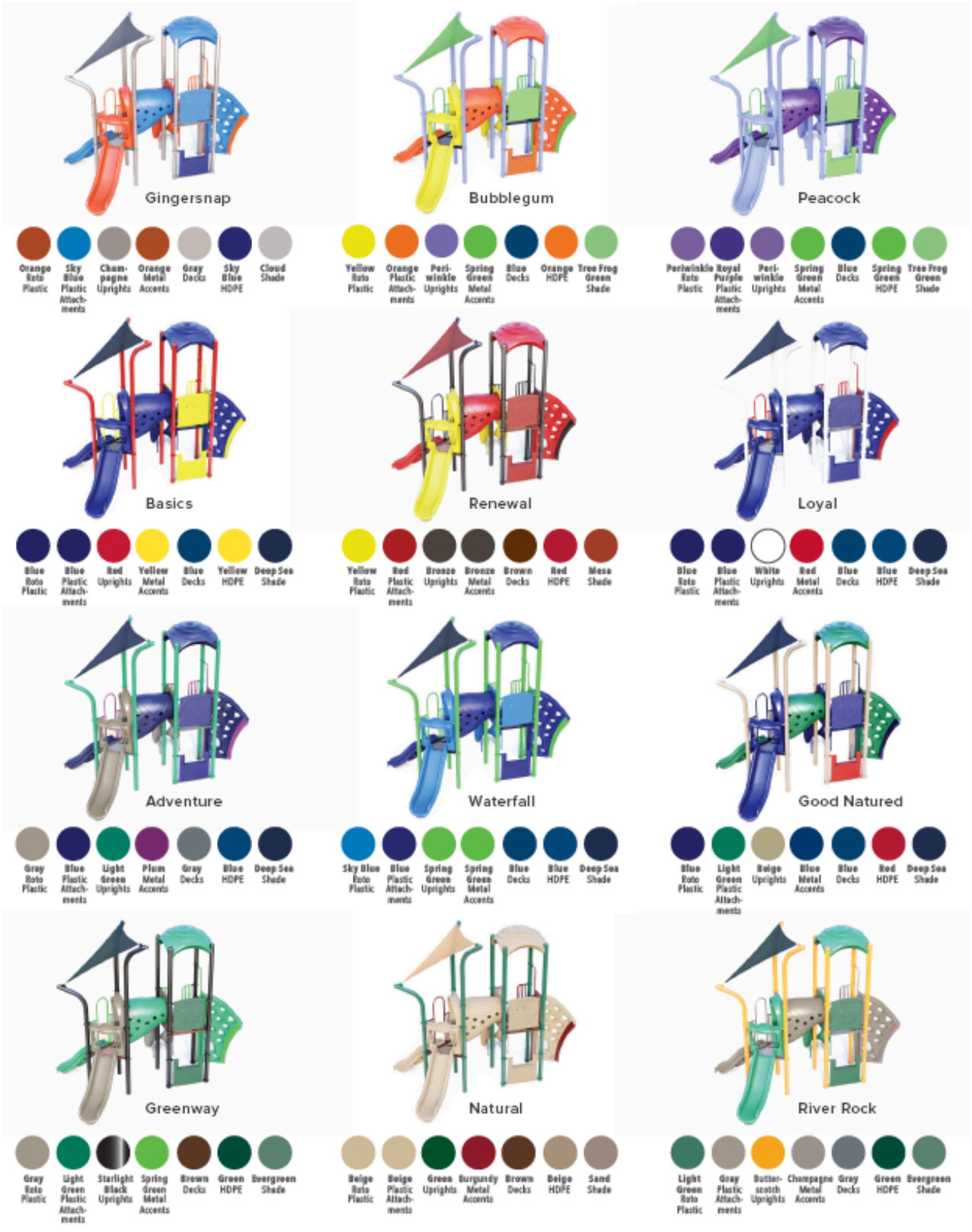


Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Play & Park's Warranty

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

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 Full Submission (2024-R-46 : Sunrise Park North 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,

SUNRISE PARK NORTH 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:**

three hundred thirty thousand four hundred fifty six dollars
(In Words)

Dollars $ 330,456.00 (In Figures)

Alternate Shade Structure(s) 80,940.00 each (In Figures) for 1 x 1 structures.

shade measures 50x40x14 to cover entire play structure (not swings)

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 his/her Surety. Should the total amount chargeable as liquidated damages exceed the

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North 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: _____

*Acknowledge all questions answered.

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of 5% of 350,000.00 Dollars (_____),

made payable to City of Holly Hill (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

16831 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, President

END OF SECTION

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North 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.
1984

D. If a corporation, where incorporated.
FL

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 attached

G. General character of work performed by your company.
playgrounds, surfacing, shades, pavilions

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 attached

K. List your major equipment N/A.

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. see attached

N. Credit available: $ 350,000.00

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

O. Give bank reference: Synovus Bank

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 June, 2024.

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 City of Holly Hill foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10 day of June, 2024.

_____
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 Full Submission (2024-R-46 : Sunrise Park North 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
Precision Playgrounds	install of playground and shade and concrete curbs	1) 2) 3)
install of surfacing	Safety 1st Playgrounds	1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North 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	see enclosed photo references				
2					
3					

END OF SECTION

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North 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. 24-BG-04 for Sunrise Park North Playground.

This sworn statement is submitted by Bliss Products and Services, Inc whose business address is 6931 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 Full Submission (2024-R-46 : Sunrise Park North 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 L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

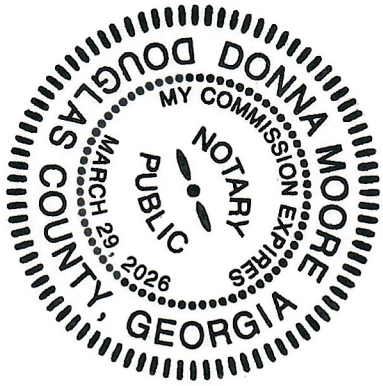
(Signature) _____ Date: 6/10/24

State of GA County of Douglas

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Gregg Bliss who, after first being sworn by me, affixed his/her signature in the space provided above on this 10 day of June, 2024

_____
Notary Public

My Commission Expires: 3/29/24



Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North 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: 120-150 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-BG-04

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

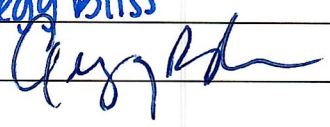
A provision that requires the contractor to comply with public records laws, specifically to:

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): 

Date: 10/10/24

END OF SECTION

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North 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

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 ▶ Kersten Greenge Date ▶ 4/10/24

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 24-BG-04

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

10831 S. Sweetwater Rd.
Lithia Springs, GA 30122

Signature

Gregg Bliss, President

Name and Title

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Bliss Products and Services, Inc.
1725 Camelia Lane
Naples, FL 34105

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:
(Name, location or address, and Project number, if any)
Sunrise Park North Playground - CDBG

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:
24-BG-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of June, 2024

Kristen Greenlee
(Witness)

Edith P. Forsberg
(Witness) Edith Forsberg

Bliss Products and Services, Inc.
(Principal) *(Seal)*

(Title) Gregg Bliss, President

Merchants National Bonding, Inc.
(Surety)

(Title) C. Wayne McCartha, Attorney-in-Fact

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of June , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

P.O. Box 680121
Fort Payne, AL 35967
256-997-5388 – phone
maria.townson@playcore.com

June 13, 2024

City of Holly Hill
Attn: Steve Juengst, Administration Manager
453 LPGA Boulevard
Holly Hill, FL 32117

RE: Sunrise North Playground; PPS Drawing #645-168545

Steve,

Play & Park Structures, with its primary equipment manufacturing and general business operations located in Fort Payne, AL., hereby certifies the play systems and other recreational related items produced at its facility are compliant with regards to the Build America, Buy America (BABA) Act, Public Law No.117-58 §§ 70901-70952 - Buy America law, 23 U.S.C. § 313 and 23 CFR § 635.410

Sincerely,

Maria Townson
Corporate Director of
Risk Management

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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Sunrise Park North Playground
645-168545

5/28/2024

Park Play Specifications

General System Specifications:

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

Other

Small Amaze Activity
Small Activity: The Triangle Housing and Caps shall be injection molded from color impregnated high density polyethylene. The Maze Bubble shall be injection molded from clear ABS plastic. The Echo Chamber, Answer Wheel, Knob and Maze shall be injection molded from color impregnated ABS plastic. The Flat Mirror shall be 1/8" thick Polycarbonate with a mirror finish applied to one side. The Stained Glass shall be 3/16" translucent Polycarbonate

Amaze Mirror Panel
FRAME
Frame shall be 3/8” thick (solid) high density, UV-stabilized and color impregnated HDPE polyethylene.

MIRROR PANEL
Mirror Panel shall be fabricated from 20 gauge (.038" thick) type 430 bright annealed mirror-finished stainless steel.

Amaze Window Panel
FRAME
Frame shall be 3/8” thick (solid) high density, UV-stabilized and color impregnated HDPE polyethylene.

WINDOW PANEL
Window Panel shall be clear polycarbonate, 1/4” thick.

SuperMax Specifications

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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General System Specifications:

SuperMax features 5" O.D. uprights with a high-strength aluminum alloy clamp fastening system finished with a polyester powder-coat. All uprights shall receive factory installed aluminum post caps and will ship with labels for manufacturer identification.

All decks and components shall connect using the aluminum alloy clamping system. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

General Specifications of Materials

Uprights, Aluminum
The posts shall be 5"outside diameter tubing with an 1/8" minimum wall thickness. The material shall be extruded from 6005-T5 seamless aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

Hardware
All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Play & Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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Hardware
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Deck Components

Kickplates
Kickplate is cut from galvanneal sheet metal with (8) 7/16" x 1" slotted holes punched to coincide with deck flange holes. Corners are rounded, edges are ground smooth, and receives a baked-on polyester powder-coated finish after fabrication.

Metal Components

Perforated Metal Roof
Arch shall be roll-formed with a 24" radius and of 5" outside diameter, 11 gauge (.120") galvanized round tubing or 5" outside diameter tubing, 1/8" wall thickness, extruded from 6005-T5 aluminum alloy, using the same quality materials as the platform uprights. The roof covering shall be fabricated from 14 gauge perforated galvanized steel. The roof covering shall be bolted to

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

play&park structures
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mounting brackets, welded to the arches. All arch roofs shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

Rotomolded Components

A-maze Panel
A-MAZE MOTION PANEL - Component on a Structure: The A-maze panels are movable panels that have one or more activity inserts. The panel should be moveable by the children playing on the playground. The panels should have a turning system so that they are not considered a "swinging gate."

A-MAZE PANELS: A-Maze Panels shall be 2-1/2" thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

A-MAZE CAP: A-Maze Cap shall be color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness.

Deck Components

Deck Curb
Deck Curb: Curb shall be fabricated from a punched 11 Ga. P&O steel plate, along with a ½" Dia. H.R. steel round rod in an all welded assembly. Assembly shall be plastisol coated after welding. See general specifications for plastisol coating requirements.

General Specifications of Materials

Hardware
All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Play & Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Uprights, Aluminum
The posts shall be 5"outside diameter tubing with an 1/8" minimum wall thickness. The material shall be extruded from 6005-T5 seamless aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to

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prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

Hardware
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Hardware
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Deck Components

Return Step
Return Step
The Return Step shall be made from 12 gauge punched steel with a protective p&o finish in conformance with the specifications outlined herein. The Return Steps shall be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. Support legs shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. Support Legs shall be all-

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welded assemblies and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

General Specifications of Materials

Plastisol Coating
All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid poly-vinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi
Elongation - 290 %
Tear Strength - 420 lbs/in

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Plastisol Coating
All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid poly-vinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi
Elongation - 290 %
Tear Strength - 420 lbs/in

Deck Components

Deck Platforms
Metal decks shall be a one-piece construction and shall be designed to maintain a full 48" on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed, and reinforced with welded in place 2-1/2" x 11 ga. steel strips. Decks shall include a pattern of equally spaced slots on each side to provide a flush mounting of play events that attach to the deck, as well as the design of more than one adjacent deck at the same height. Each deck shall have welded at the corner underside a threaded 3/8" stud for attachment to the post's Deck Clamps. This fastening technique eliminates the need for hardware protruding through the deck surface, thereby eliminating the possibility of an entanglement hazard and presenting a clean and smooth deck surface. Entire deck assembly, after fabrication, shall be dipped in a textured skid-resistant poly-vinyl-chloride (plastisol) coating to a minimum thickness of .080".

General Specifications of Materials

Plastisol Coating

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All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid poly-vinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi
Elongation - 290 %
Tear Strength - 420 lbs/in

Deck Components

Isosceles Triangle Deck
Metal decks shall be a one-piece construction and shall be designed to maintain a 48" on center post spacing on two sides with a 90° corner between the two 48" sides and a 67-7/8" center post spacing on the final side. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed, and reinforced with welded in place 2-1/2" x 11 ga. steel strips. Decks shall include a pattern of equally spaced slots on each side to provide a flush mounting of play events that attach to the deck, as well as the design of more than one adjacent deck at the same height. Each deck shall have welded at the corner underside a threaded 3/8" stud for attachment to the post's Deck Clamps. This fastening technique eliminates the need for hardware protruding through the deck surface, thereby eliminating the possibility of an entanglement hazard and presenting a clean and smooth deck surface. Entire deck assembly, after fabrication, shall be dipped in a textured skid-resistant poly-vinyl-chloride (plastisol) coating to a minimum thickness of .080".

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Plastisol Coating
All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid poly-vinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

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thereby eliminating the possibility of an entanglement hazard and presenting a clean and smooth deck surface. Entire deck assembly, after fabrication, shall be dipped in a textured skid-resistant poly-vinyl-chloride (plastisol) coating to a minimum thickness of .080".

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Metal Components

Pipe Wall
Pipe Wall consists of 1 5/16" O.D. galvanized steel tubing with 1 1/16" O.D. galvanized steel rungs. Pipe Wall is coated with a baked on polyester powder-coated finish after fabrication.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

Plastisol Coating
All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid poly-vinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi
Elongation - 290 %
Tear Strength - 420 lbs/in

Deck Components

Ramps
The Ramp Platform is fabricated from HR steel with steel flat support bars welded underneath to increase strength. Transition Plate is fabricated from 1/8" steel plate stainless steel welding and pre-punched attachment holes and receives a baked-on polyester powder-

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coated finish after fabrication. After welding, the entire platform is Plastisol coated, with a thickness 80 mils minimum. Guard Rails and Pipe Walls are fabricated from 1-5/16" O.D. galvanized steel tubing with 'L' fittings stainless steel welded for attachment. Each entire Guard Rail or Pipe Wall receives a baked-on polyester powder-coated finish. Support Legs are fabricated from 1-5/8" O.D. galvanized steel tubing.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Metal Components

Telescope Panel
Telescope
Shall have a one piece cast aluminum frame with cast aluminum connectors. Telescope shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Telescope Panel
Shall be fabricated from 1.315" O.D. galvanized steel tubing with 1.029" O.D. 15-gauge galvanized steel tubing inserts and 3/16" flat stainless steel used for the tabs. Telescope panel shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

HARDWARE
All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Rotomolded Components

Bubble Panel - Roto-Molded
Clamps are cast from 356 high-strength aluminum alloy with a baked-on polyester powder-coat finish. Mounting Bracket shall be formed from 1/8" hot-rolled steel plate and 7/8" O.D. 16-gauge galvanized steel tubing. The Mounting Bracket shall be an all-welded assembly and is coated after fabrication with a custom formula of TGIC polyester powder coating. Panel shall be rotationally molded from an extremely durable double-walled low-density polyethylene with (UV) light stabilizers and color molded in. This material complies with STM-D-1248, Type 2, Class A, and Federal specification LP-390C, Type 1, Class M, Grade2, Category 3, and has a minimum 1/4" wall thickness. Bubble is made from a clear polycarbonate, 3/16" thick.

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30" Crawl-Thru Panel
Clamps are cast from a 356 high-strength aluminum alloy with a baked on polyester powder-coated finish.
Panel is made of double-walled high-impact rotationally molded and UV-stabilized polyethylene with a minimum of 3/16" wall thickness and rounded corners and edges. Each Panel measures 42" wide by 41-1/8" high and is supported by two 1/4" X 1-3/4" stainless steel brackets with a powder coated finish. Center opening of panel measures 30" diameter.

General Specifications of Materials

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

HDPE Components

HDPE Panels
Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

Metal Components

Spiral Step Climber
Vertical Pole Barrier is fabricated from 1 5/16" O.D. and 1 5/8" O.D. galvanized steel tubing, with galvanized tabs, and all welds are stainless steel. The entire Barrier is coated after fabrication with a baked on polyester powder-coated finish. Spiral Step Climber Pole consists of 1 5/8" O.D. galvanized steel tube and 1 5/8" O.D. galvanized steel tube with a 1 5/16" reduced end fitting for insertion into Vertical Pole Barrier overhead extension. All parts are welded with stainless steel and receive a baked-on polyester powder-coated finish after fabrication. Panel is cut from a solid sheet of high-density .850" thick extruded polyethylene with color molded in and UV-stabilized.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross

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Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

HDPE Components

HDPE Panels
Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

Metal Components

Loop Arch
Loop Arch Climber Frame is fabricated from 1-5/16" O.D. 14-gauge galvanized steel tubing using steel welds with a baked on polyester powder-coat finish after fabrication. Panels are cut from a single sheet of high-density .850" thick extruded solid polyethylene with color molded in and UV-stabilized.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

Metal Components

Pipe Wall
Pipe Wall consists of 1 5/16" O.D. galvanized steel tubing with 1 1/16" O.D. galvanized steel rungs. Pipe Wall is coated with a baked on polyester powder-coated finish after fabrication.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

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Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

Metal Components

Wiggle Wave
Wiggle Wave Climber is one-piece all welded using 1-7/8" O.D. 13-gauge galvanized steel tubing for the side rails and 1/4" thick yellow zinc-coated steel attachment plate. Rungs are made from 1-5/16" O.D. 14-gauge galvanized steel tubing. The Wiggle Wave climber receives a baked-on powder coat finish. Arch Barrier is fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with interior vertical members fabricated of 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The Arch Barrier is a welded assembly and receives a baked-on powder coat finish.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

HDPE Components

Word Scramble Panel
PANEL & HANDLES
Shall be 3/4" thick 3-ply high density, UV stabilized and color impregnated polyethylene.

HARDWARE
All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Rotomolded Components

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Rain Wheel
Rain Wheel shall be 2-1/2" thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).
Back plate is 1/8" H.R. Steel with brass bushing. The Bracket consist of a 5" O.D. Half Clamp made of 3/16" x 3 ½" H.R. Steel, 9 7/8" LG. and a Galvanized Steel Coupling Nut (Galvanized Steel).

Metal Components

Whistle
The whistle housing shall be an all welded assembly fabricated from aluminum 3 1/2" O.D. x 1/8" thick wall tubing, 1.315 O.D. aluminum pipe, and two 3/16" x 2" x 3 1/8" formed aluminum tabs. The whistle handle shall be fabricated from 1 5/16" O.D. x 14 gauge (.083" thick) galvanized steel tubing with two crimped-in threaded inserts. The internal whistle components consist of four 3/4" thick (solid) high density, UV-stabilized and color impregnated polyethylene and an injection molded purchased three tone whistle. An aluminum upright cap is permanently installed using aluminum self-sealing rivets. The whistle housing, handle, and upright cap shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

General Specifications of Materials

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

HDPE Components

HDPE Panels
Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Polyester Powder-Coating Process

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Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

Plastisol Coating
All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid poly-vinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi
Elongation - 290 %
Tear Strength - 420 lbs/in

Deck Components

Balcony Deck w/ Playwheel
Deck is fabricated from pre-punched steel sheet 12-gauge thick with steel flat support bars welded underneath to increase strength. After welding, the entire platform is plastisol-coated using PVC with a thickness of 80 mils minimum. Average perforation size is 0.35" diameter after coating. Playwheel is molded of a durable proprietary plastic and shall withstand an impact of over 250 foot-pounds. A grease impregnated bronze bushing is pressed into the shaft to provide smooth turning. Inside and outside brackets are formed from 3/16" thick yellow zinc-coated steel plate. The entire Playwheel receives a baked-on polyester powder-coated finish. Balcony Pipe Wall is an all-stainless steel welded assembly using 1-5/16" O.D. 14-gauge galvanized steel tubing. Vertical tubes (1-5/16" O.D.) are welded to two curved horizontal tubes and the entire assembly is polyester powder-coated after fabrication.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

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Rotomolded Components

Mini Amaze Panel
Mini A-Maze: Panel shall be 3" thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16” wall thickness. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD). Panel shall attach to upright clamp using a one piece formed 3/16” stainless steel tab.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

HDPE Components

HDPE Panels
Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

Cabin Window w/ Seat
Reinforced Angle Brackets are made from 3/16" x 2" flat steel. Panels are cut from a single sheet of high-density, .750" and .350" thick extruded solid polyethylene with color molded in and UV-stabilized.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Polyester Powder-Coating Process

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Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

HDPE Components

HDPE Panels
Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Rotationally Molded Plastics
All Rotationally Molded Products are manufactured from linear low-density polyethylene UV-stabilized color and an anti-static compound additive. The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The typical wall thickness will be .250" (¼"). All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD). All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

HDPE Components

HDPE Panels

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Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

Spin & Win Panel
Spin & Win Panel is cut from a sheet of high-density .750" & .350" thick extruded solid polyethylene with color molded in and UV-stabilized. Block is made of high-impact medium-density rotationally molded and UV-stabilized polyethylene with a minimum of 0.1875" wall thickness, rounded corners and with text numbers molded in. Each Block measures 9-1/16" wide by 8-7/8" high and is supported by one 1/2" O.D. nominal (schedule 40) galvanized pipe.

General Specifications of Materials

SuperMax Clamp
Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

Rotomolded Components

Deep Kettle Drum
Deep Kettle Drum shall be 2-1/2" thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).
Horizontal Pipe is made of 1 5/16" O.D. x .083" (14 gauge) wall Galvanized steel Tubing.
Filler Pipe shall be fabricated from 1 5/16" O.D. x .083" (14 gauge) wall Galvanized steel Tubing and 14 gauge 1 ¼" O.D galvanized cap.
Horizontal Pipe and Filler Pipe assembly shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

Drum Line
Drum Line shall be 2-1/2" thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16” wall thickness. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).
Horizontal Pipe is made of 1 5/16” O.D. x .083” (14 gauge) wall Galvanized steel Tubing.
Filler Pipe shall be fabricated from 1 5/16” O.D. x .083” (14 gauge) wall Galvanized steel Tubing and 14 gauge 1 ¼” O.D galvanized cap.
Horizontal Pipe and Filler Pipe assembly shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

Deck Components

Transfer Station (Triangle)

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

play&park structures
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The Platform and Step shall each be made from 12 gauge punched steel with a protective p&o finish. The Platform and Step shall each be a one-piece welded assembly finished with the matte PVC coating. The step shall have a minimum of 355 square inches of area per step and shall descend in increments of 8" or less, as specified by the Americans with Disabilities Act (ADA). Handhold and Platform Supports shall be fabricated from 1 5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, and 1 ¼" (14 gauge) pipe cap. Handhold and platform supports shall be all-welded assemblies and shall be coated with a custom formula of TGIC polyester powder.

General Specifications of Materials

Hardware
All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Play & Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Polyester Powder-Coating Process
Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent/zirconium based bath, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 200% at 350 degrees Fahrenheit for 10 minutes.

HDPE Components

Driving Panel
Panel is cut from a single sheet of high-density .750" thick extruded solid polyethylene with color molded in and UV-stabilized. The steering wheel is molded of a durable proprietary plastic and shall withstand an impact of over 250 foot-pounds. A grease impregnated bronze bushing is pressed into the shaft to provide smooth turning. The steering wheel mounting bracket is formed of 3/16" thick steel and has a powder coat finish.

Rotomolded Components

Avalanche & Landslide Slides
Footbuck:

Shall be 1 5/16" O.D. 14-gauge galvanized steel tubing and 12GA. (.109”) Sheet metal P & O. All parts are all welded construction with a baked on polyester powder-coated finish after fabrication.

SLIDE SECTIONS:
All Rotationally Molded Products are manufactured from linear low-density polyethylene UV-stabilized color and an anti-static compound additive. The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The typical wall thickness will be .250" (¼"). All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

play&park structures
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746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD). All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

Slide Support:
Support Plate shall be made of 12 GA. H.R. Steel, sheet sheared into 11 ¼" Wide strips. Footbuck pipe shall be made of 2" L.W. GALV. PIPE, 41 11/16" LG. All parts are all welded construction with a baked on polyester powder-coated finish after fabrication.

Hardware:
All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. Stainless steel fasteners hall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Attachment: Exhibit L- Bliss Products Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Proposal for

HOLLY HILL
FLORIDA

Prepared by

drp

06-10-2024
Job # 106225-01

Sunrise Park North Playground



GameTime
A PLAYCORE Company

800.235.2440 | gametime.com

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH PLAYGROUND - CDBG

BID NO. 24-BG-04

(To be completed in Duplicate)

Bidder's Name: Playcore Wisconsin, Inc. dba Gametin

Submitted: June 10, 20 24

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 his/her 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 - Gametime Full Submission (2024-R-46 : Sunrise Park North 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,

SUNRISE PARK NORTH 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:**

Three Hundred Forty Nine Thousand Nine Hundred Fifty Five Dollars and Eighty Seven Cents

(In Words)

Dollars $ 349,955.87 (In Figures)

Alternate Shade Structure(s) _____ each (In Figures) for _____ x _____ structures.

*Shade Structure(s) Included in bid total.

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 his/her Surety. Should the total amount chargeable as liquidated damages exceed the

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

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 M - Gametime Full Submission (2024-R-46 : Sunrise Park North 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: N/A

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 Seventeen Thousand Four Hundred Ninety Seven Dollars and Seventy Nine Cents Dollars ($17,497.79),

made payable to City of Holly Hill (Owner).

Playcore Wisconsin, Inc. dba Gametime
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President/drp
(Title of Officer)

Playcore Wisconsin, Inc dba Gametime
Name of Bidder

150 Placycore Drive SE
Address

FT Payne, AL35968
City/State/Zip

407-331-0101
Telephone

Contractor's Florida License Number

* Corporate Seal not in this office as we are not a corporate office we are a registered agent' office.

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Registered Agent - Rob Dominica - robd@gametime.com - 407-331-0101

END OF SECTION

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North 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. Playcore Wisconsin, Inc. dba Gametime

B. Permanent main office address. 150 Playcore Drive SE Ft Payne, AL 35968

C. When organized. 1929

D. If a corporation, where incorporated. Florida, 5/21/2007

E. How many years have you been engaged in the contracting business under your present firm or trade name? 95

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. Inspired by our purpose to pioneer the development of inclusive playgrounds and outdoor play products.

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. See Attached.

K. List your major equipment Playground Equipment.

L. Experience in construction work similar in type to this project. See Attached.

M. Background and experience of the principal members of your organization, including the officers. See Attached.

N. Credit available: $ Financial Statement provided upon award.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

GameTime A PLAYCORE Company

drp Dominica Recreation Products

Statement of Bidder's Qualifications: F

In the last 12-month time period – 190 total orders to K-12 Customers. Partial List provided…

School		
#102894 - Jefferson Academy - Option C	Jefferson Academy	1/4/2023
#102911 - Extra PrimeTime Hardware Kits	Gum Springs Elementary School 600 Gum Springs Road Jefferson GA 30549	1/12/2023
#102940 - Blue Lake Elementary School ~ Option 3 Revised ORDER	Volusia County Schools 282 Blue Lake Ave Daland FL 32724	1/23/2023
#102957 - Enterprise Elementary School ~ Installation & Surfacing ORDER	Volusia County Schools 282 Blue Lake Ave Daland FL 32724	1/27/2023
#102961 - Triton Parts Pinecrest ES GT # 1173733	Collier County Public Schools 5775 Osceola Trail Naples FL 34109	1/31/2023
#102981 - Replacement Deck for Hollywood Hills ES - GT# 4079401	Broward County Public Schools Physical Plant Operations 3810 NW 10th Avenue Fort Lauderdale FL 33309	2/9/2023
#102982 - Forest Lake Elementary School Installation & Surfacing ORDER	Volusia County Schools Forest Lake Elementary 1600 Doyle Road Deltona FL 32725	2/9/2023
#102989 - Install Add for Schrader ES	Pasco County District School Board 7227 Land O Lakes Blvd. Land O Lakes FL 34638	2/10/2023
#102993 - Dream Lake ES PIP Repair Kits	Orange County Public Schools 500 North Park Avenue Apopka FL 32712	2/13/2023
#103012 - Slide exit Section GT # 3281000	Leon County School Board 3420 W. Tharpe Street, Suite 100 Tallahassee FL 32303	2/17/2023
#103014 - Replacement Parts Columbia City ES	Columbia County School Board 218 NW County Road 25A Lake City FL 32055	2/17/2023
#103015 - Rock Spring Elementary ~ Order REV	Rock Spring Elementary School 372 Highway 95 Rock Spring GA 30739	2/21/2023
#103016 - Climber Replacement GT # 32810000	Leon County School Board 2757 W. Pensacola Street Tallahassee FL 32304	2/22/2023
#103022 - Extra Prime Time Hardware Kits	Gum Springs Elementary School 600 Gum Springs Church Road Jefferson GA 30549	2/23/2023
#103023 - Extra Prime Time Hardware Kits	Gum Springs Elementary School	2/23/2023

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

	600 Gum Springs Church Road Jefferson GA 30549	
#103025 - SCPS - 5-12 Playground - Carillon	Seminole County Public Schools 3200 Lockwood Blvd. Oviedo FL 32765	2/23/2023
#103026 - Old Kings Elementary Swings ~ ORDER	Flagler County Schools Old Kings Elementary 301 Old Kings Road South Flagler Beach FL 32136	2/23/2023
#103029 - Port Salerno Elementary School ~ Playground Revised ORDER	Martin County School District Port Salerno Elementary 3260 SE Lionel Terrace Stuart FL 34997	2/24/2023
#103031 - PIP Repair Kits Hungerford ES	Orange County Public Schools 6501 Magic Way South Area Maintenance - Bldg. 700 Orlando FL 32809	2/24/2023
#103032 - PIP Repair Kits Hungerford ES	Orange County Public Schools 6501 Magic Way South Area Maintenance - Bldg. 700 Orlando FL 32809	2/24/2023
#103042 - Sunrise Park Elementary ~ Post Pads ORDER	School District of Palm Beach County Fulton-Holland Educational Services Center 3300 Forest Hill Boulevard A-323 West Palm Beach FL 33406	3/1/2023
#103056 - Stepped Platform for River's Edge ES (St Lucie Co)	Saint Lucie County Public Schools River's Edge Elementary 5600 N.E. Saint James Drive Port Saint Lucie FL 34983	3/7/2023
#103058 - Pre-K Area ~ 4' FS Slide & Borders & 5-12 Borders	Masters Academy of Vero Beach 1105 58th Ave Vero Beach FL 32966	3/7/2023
#103063 - Tube Slide Entrance Panel Loxahatchee - GT# 5313007	School District of Palm Beach County 3300 Summit Boulevard West Palm Beach FL 33406	3/8/2023
#103065 - Hardware for Freedom 7 Playground	Brevard County School District Freedom 7 Elementary School 400 4th Street South Cocoa Beach FL 32931	3/9/2023
#103067 - Space Module Replacement for Manatee ES - GT# 1292025	Collier County Public Schools Manatee Elementary 1880 Manatee Road Naples FL 34114	3/9/2023
#103083 - Crawl Tube Section for Wadsworth ES - GT# 2045001 (2012)	Flagler County Schools 245 Education Way Bunnell FL 32110	3/14/2023
#103109 - Interactive Panel GT # 7133459	Cobb County School District 560 Glover Street Marietta GA 30060	3/24/2023
#103111 - Touch-Up Paint for Schrader ES	Pasco County District School Board 11041 Little Rd. New Port Richey FL 34654	3/24/2023
#103114 - Park Avenue Christian Academy ~ Playground (Revised) ORDER	Park Avenue Christian Academy 2600 S. Park Avenue Titusville FL 32780	3/24/2023
#103116 - Rock Spring Elementary -	Rock Spring Elementary School	3/27/2023

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Additional Poured Rubber	372 Highway 95 Rock Spring GA 30739	
#103117 - Woodward Elementary Playgrounds ORDER	Volusia County Schools 1201 S Woodward Ave Deland FL 32701	3/27/2023
#103118 - Layer Elementary ~ Order	Seminole County Public Schools Layer Elementary 4201 State Road 419 Winter Springs FL 32708	3/27/2023
#103129 - Parts for Integrated Shades & Wear Mats - GT# 7167100 (2017)	Saint Martha School (aka Bishop Nevins Academy) 4380 Fruitville Rd Sarasota FL 34232-1623	3/31/2023
#103130 - Davis Elementary ~ 2-5 Playground Area & Swing Area ORDER	Davis Elementary School 5491 Highway 301 Trenton GA 30752	3/31/2023
#103131 - Davis Elementary School ~ 5-12 Playground Area Revision 2 ORDER	Davis Elementary School 5491 Highway 301 Trenton GA 30752	3/31/2023
#103142 - Swainsboro Primary Early Learning ~ FS Shade ORDER	Emanuel County Board of Education Early Learning Center 308 Tiger Trail Swainsboro GA 30401	4/11/2023
#103150 - Replacement SunBlox Fabric for Poinciana ES - GT# 9121107	Collier County Public Schools 2825 Airport Rd S Naples FL 34105	4/12/2023
#103158 - Deck and Bridge Replacements GT # 0129403	Alachua County School Board 3700 NE 53rd Avenue Gainesville FL 32609	4/13/2023
#103166 - Replacement Parts - GT# 9189423 (1999)	Royal Palm Academy 16100 Livingston Rd. Naples FL 34110	4/17/2023
#103168 - Forklift/Flatbed Delivery Charge	Masters Academy of Vero Beach 1105 58th Ave Vero Beach FL 32966	4/17/2023
#103178 - Outdoor Classroom Shade - Hyper Option	Wicklow Elementary School 100 Placid Lake Dr Sanford FL 32771-4446	4/18/2023
#103179 - Timbercrest Elementary ~ Shade ORDER	Volusia County Schools P.O. Box 2118 Deland FL 32721	4/18/2023
#103180 - Eastbrook Elementary	Seminole County Public Schools Eastbrook Elementary 5525 Tangerine Avenue Winter Park FL 32792	4/19/2023
#103181 - Eastbrook Elementary School - 5-12	Seminole County Public Schools Eastbrook Elementary 5525 Tangerine Avenue Winter Park FL 32792	4/19/2023
#103184 - Replacement Decking for Evans ES - GT# 0153412A	Seminole County Public Schools 400 E. Lake Mary Blvd. Sanford FL 32773	4/21/2023
#103185 - Replacement Parts for Fred Wild ES - GT# 4081127 (1994)	Highlands County Schools 2120 E.O. Douglas Avenue Sebring FL 33870	4/21/2023
#103191 - Replacement Shade Fabric for Cypress Creek ES - GT# 1266100 ORDER	Volusia County Schools Cypress Creek Elementary 6100 South Williamson Blvd Port Orange FL 32128	4/24/2023

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Statement of Bidder's Qualifications: J

GameTime
A PLAYCORE Company

drp Dominica Recreation Products

Boca Raton Parks & Recreation

2500 N.W. 1st Avenue Boca Raton, FL 33431

Drew Legnanik Ph: 561-239-0230 E: dleganik@ci.boca-raton.fl.us

El Rio Park- Installed July 2020 $431,998.63



Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

GameTime
A PLAYCORE Company

drp Dominica Recreation Products

Cobb County Parks & Recreation

1792 County Services Parkway, Marietta, GA 30008

Jody Bowman (P): 770-528-8836 (E): jody.bowman@cobbcounty.org

Windy Hill Community Center - Installed November, 2019 $440,972.77

P.A.R.K.S. COBB COUNTY







Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

GameTime
A PLAYCORE Company

drp Dominica Recreation Products

Bartow County Parks & Recreation

P.O Box 24, Cartersville, GA 30123

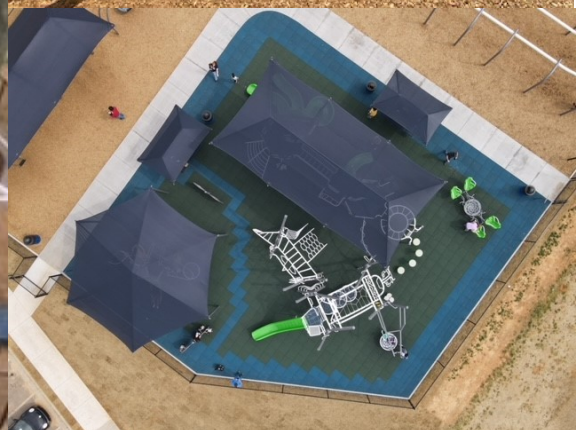
Greg Hight Ph: 770-387-5149 E: hightg@bartowga.org

Bartow Ballgrounds- Installed 10/26/2020 $467,650.39

BARTOW COUNTY, GEORGIA 1832







Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PlayCore Wisconsin, Inc., d/b/a GameTime
150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Direct telephone: 423/648-5891
Direct facsimile: 423/648-5903
Website: http://www.gametime.com

Statement of Bidder's Qualifications: L

06/10/2024

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

EXECUTIVE SUMMARY AND PROJECT OVERVIEW
Sunrise Park North Playground - CDBG

The GameTime Division of PlayCore Wisconsin, Inc., a wholly owned subsidiary of PCH Holdings, Inc., acting in collaboration with Dominica Recreation, Inc. and Copponex Group, Inc. is pleased to submit the accompanying proposal to manufacture, furnish, and install GameTime playground equipment in accordance with the terms and conditions for the Sunrise Park North Playground. As demonstrated, GameTime is fully qualified to provide design, equipment, certified staff, and supervision services to meet the requirements, to build for the City of Holly Hill, Florida.

GameTime has been manufacturing commercial playground apparatus continuously since 1929. The GameTime Division is a vertically integrated company with extensive design, manufacturing, distribution, and installation capabilities. With 400,000 sq. ft. under the roof on an 81-acre facility devoted solely to the manufacture of playground equipment, GameTime is well equipped to handle orders of any size. Seasonal weekly production can exceed $2,750,000. The daily inventory often exceeds $6,000,000. GameTime does all metal fabrication, rotationally molded plastic, PVC coating, and powder coating “in-house”. GameTime is an ISO 9001:2008 and 14001:2004 Certified facility. Once an order is entered and accepted, GameTime delivers equipment within 55 to 60 days.

GameTime currently employs 500 people at its Fort Payne facility in the design and manufacturing of commercial playgrounds and recreation equipment. Our staff includes five industrial designers, four product managers, three structural engineers, and ten CAD operators in our product development, design, and processing groups. GameTime office staff total is 112. Additionally, we collaborate with several consultants in key areas. GameTime products are distributed in the United States by a network of 13 domestic independent sales organizations, employing 127 sales and 98 support personnel. Seventeen international distributors market GameTime products worldwide.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Dominica Recreation, Inc. (DRP), 800-432-0162, the exclusive GameTime regional sales representative in Florida. Their offices are located at 632 Florida Central Parkway, Longwood, FL. Rob Dominica, President of DRP, robd@gametime.com will be providing all pre-sale, post-sale, on-site service, and project management. Representing GameTime since 1968, the DRP organization is well versed in all aspects of playground sales and support from creating site and client-specific ASTM, CPSC, and ADA-compliant play area designs utilizing Gametime's proprietary GTCad software; to managing professional turnkey installations employing the DRP Five Star Plus Certified Installation process; coordinating manufacturing and installation scheduling; contract administration; and providing technical support for field service and replacement parts. The DRP Group attends "GT College" annually and seminars throughout the year to learn the latest in product improvements and new design, computer technology, safety compliance, risk management, installation techniques, ADA requirements, and related topics. DRP employs NPSI-certified playground safety inspectors (CPSI); provides local on-site playground design services; furnishes CPSI safety audits; equipment selection consultations; safety surfacing materials; and installation by "factory-certified" installers for complete "turnkey" packages.

GameTime installation-supervision services will be provided by The Copponex Group, LLC; a GameTime factory-certified installer headed by Greg Copponex, who has more than 38 years of experience in the playground industry. The Copponex Group has installed over 6,000 playgrounds in Florida and Georgia. Operating three fully equipped installation crews, The Copponex Group maintains tight scheduling.

GAMETIME DIVISION

Donald R. King
Director of Sales Administration

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PlayCore Wisconsin, Inc., d/b/a GameTime
150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Direct telephone: 423/648-5891
Direct facsimile: 423/648-5903
Website: http://www.gametime.com

Statement of Bidder's Qualifications: M

MANAGEMENT TEAM QUALIFICATIONS

Territory Sales Manager – Steve Larson. Steve serves 42 counties throughout South Georgia for Dominica Recreation Products/GameTime. With an in-depth, consultative approach, Steve works directly with each project contact and conveys the vision, requirements, budget, and specifications to our project managers to create a design that is comprehensive and exciting.

Project Manager - President DRP-Registered Authorized Officer for all GameTime contract sales in Florida, Rob Dominica. Rob has been managing projects since 1995. Member of ASTM Committee on Public Playground Equipment and an NPSI certification holder. He will design and make sure that all the playgrounds are ADA-compliant and that the design is done with the City's wishes and requirements in mind. He makes sure that the proper equipment is ordered, and all drawings are complete and ready to submit for permitting.

Contract Administrator - Courtney Crawford. Courtney will help with all contract requirements including Certificates of Insurance

Permit Coordinator - Sarah Catrillo. Sarah works on all permit applications and the NOC. Being in contact with the city on any forms required for permits. Helping to coordinate from sales to installation.

Supervisor of Installation - Greg Copponex. Greg has supervised the installation of over 10,000 playgrounds in Florida and Georgia over the past 15 years. Copponex Group is the certified GameTime installer for the states of Florida and Georgia. Greg's crews are certified, badged in the states of Florida and Georgia, and have been installing playgrounds for 10-plus years.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

GameTime A PLAYCORE Company

drp Dominica Recreation Products

Design intent and recommendations –

We will custom design each playground at each site to your intent, budget, and desire. Each community is different and thus they should be treated differently. We do all CAD and design work in our Florida Office. This is YOUR playground, and we want you to get everything you want. Our team is here to help offer advice and solutions, from salespeople, designers, and installers. We will not let you make a bad decision, and with the collaborative team effort, we can only make it better.

Installation Notes and Time Frame –

Our installer will adhere to the Five Star Plus Installation Program; this guarantees a consistent installation that is documented and verifiable with you. Please note: the time it takes to manufacture this equipment is approx. 56 days from receipt of all order paperwork. Considering a project of this size, a lot of coordination is needed from all parties. We would anticipate the onsite installation time frame is of about 2 playgrounds a week, meaning about 3-4 weeks. **100 days is a fair and reasonable construction time frame from complete order to sign off!** (added a few weeks for weather, etc.)

Warranty –

GameTime has the leading warranty in the industry: Lifetime on Posts & Hardware, 15 Years on Decks and Plastics.

We are confident our warranty is one of the best you will find. Still, if it is not equal to a company that provided a bid and that is a determining factor, GameTime will match that published warranty's time and extent, so you can be sure you are getting the BEST warranty available.

Special Installation Warranty –

GameTime Certified Installer will provide a **3 Year Labor Warranty**! This is 300% more than all other companies. So, no matter what the issue, for 3 years, GameTime and its installers will address and fix any issue at no cost to you.

Questions –

If you have questions or need additional information, do not hesitate to call. We welcome the opportunity to help you get exactly what you want or need.

If you require a sales professional to walk the site with you in person please call -
Steve Larson – 904-325-4349 stevel@gametime.com

For questions about anything else, do not hesitate to contact the owner of the company.
Rob Dominica 800-432-0162 ext. 113 robd@gametime.com

NPSI Certified* *ASTM Committee Member* *IPEMA Member* *ADA Design Consultant Certified

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

O. Give bank reference: Fifth Third Bank - Annie Schmalzried - annie.schmalzried@53.com - 615-687-3033

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 June, 20 24.

Playcore Wisconsin, Inc. dba Gametime
Name of Bidder

By: Rob Dominica - President/drp
Title

State of Florida

County of Orange

Rob Dominica being duly sworn deposes and says that he is the President of drp a registered agent of Playcore Wisconsin, Inc. dba Gametime and that the answers to the Playcore Wisconsin, Inc. dba Gametime foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10th day of June, 20 24.

Notary Public

Courtney L Crawford
Notary Public (Print or Type) My commission expires: 07/26/2025

NOTARY PUBLIC STATE OF FLORIDA
COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru BudgetNotary Services

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North 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
Greg Copponex	The Copponex Group, LLC	1) Playcore Wisconsin, Inc. 2) dba Gametime 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North 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	Windy Hill Community Center	Cobb County	Playground Design and Installation	Jody Bowman 770-528-8836 jody.bowman @cobbcounty. org	August 2019 - November 2019
2	Various Projects	Seminole County Public Schools	Playground Design and Installation. Parts and Replacements	Mary Lane 407-320-0192 mary_lane@ scps.k12.fl.us	2021- Ongoing
3	Various Projects	City of Vero Beach	Playground Design and Installation. Parts and Replacments	Patty Howard 772-978-4500 phoward@covb .org	7/1/2020 - 09/28/2020

END OF SECTION

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North 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. 24-BG-04 for Sunrise Park North Playground - CDBG.

This sworn statement is submitted by Playcore Wisconsin, Inc. dba Gametime whose business address is 150 Playcore Drive SE Ft Payne, AL 35968 and (if applicable) its Federal Employer Identification Number (FEIN) is 39-1720480. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Rob Dominica any my relationship to the entity named above is President of drp a registered agent of Playcore Wisconsin, Inc. dba Gametime.

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 - Gametime Full Submission (2024-R-46 : Sunrise Park North 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 - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

(Signature) _____ Date: 06/10/2024

State of Florida County of Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Rob Dominica who, after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of June, 2024.

_____
Notary Public

My Commission Expires: 07/26/2025

NOTARY PUBLIC STATE OF FLORIDA
COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget Notary Services

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North 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: Placyore Wisconsin, Inc. dba Gametime

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President/drp

ADDRESS: 150 Playcore Drive SE

CITY AND STATE: Ft Payne, AL 35968

TELEPHONE: 407-331-0101

COMPLETION TIME: 90-120 days After Receipt of Order

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 - Gametime Full Submission (2024-R-46 : Sunrise Park North 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 - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-BG-04

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: Playcore Wisconsin, Inc. dba Gametime

Authorized representative (printed): Rob Dominica - President/drp

Authorized representative (signature): 

Date: 06/10/2024

END OF SECTION

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Playcore Wisconsin Inc

2 Business name/disregarded entity name, if different from above

GameTime

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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) **5**

Exemption from FATCA reporting code (if any) **NA**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

150 PlayCore Drive SE

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Payne, AL 35967

7 List account number(s) here (optional)

*****Remit To: P.O. Box 680121, Fort Payne, AL 35968*****

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	9	–	1	7	2	0	4	8	0

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** ▸ Melissa Benson Digitally signed by Melissa Benson Date: 2024.01.07 09:46:48 -06'00' | **Date** ▸ 1/7/2024

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 24-BG-04

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.

Playcore Wisconsin, Inc. dba Gametime
150 Playcore Drive SE FT Payne, AL 35968

Consultant/Contractor Name and Address

Signature

Rob Dominica - President/drp

Name and Title

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

BID BOND

Bond No. 35413-BER-24-63

CONTRACTOR:
(Name, legal status and address)
PlayCore Wisconsin, Inc. dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Inc: Delaware

OWNER:
(Name, legal status and address)
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: **Five Percent of Amount Bid (5%)**

PROJECT: Bid # 24-BG-04 Sunrise Park North Playground - CDBG
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Signed and sealed this 4th day of June, 2024.

PlayCore Wisconsin, Inc. dba GameTime
(Principal) *(Seal)*

Maria Townson
(Witness) Maria Townson, Risk Management

By Brenda Grant
(Title) Brenda Grant, General Counsel

Berkley Insurance Company
(Surety) *(Seal)*

Rita Alfano
(Witness) Rita Alfano

By CM
(Title) Ann Marie Keane Attorney-in-fact

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Iannotta; Megan Schlueter; or Ann Marie Keane of Marsh USA, Inc. of Morristown, NJ*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of January, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of January, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4th day of June, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

_____
Vincent P. Forte

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Playpalette: Ocean Floor
2 Coor HDPE: Purple/White
Spring Green/White

6/10/2

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions

Sunrise Park North ~ Revision

Holly Hill, FL

GameTime
A PLAYCORE Company
www.gametime.com

Dominica Recreation Products
www.playdrp.com



Playpalette: Ocean Floor
2 Coor HDPE: Purple/White
Spring Green/White

6/10/2

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drp Dominica Recreation Products
www.playdrp.com

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2 Coor HDPE: Purple/White
Spring Green/White

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drp Dominica Recreation Products
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2 Coor HDPE: Purple/White
Spring Green/White

6/10/2

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2 Coor HDPE: Purple/White
Spring Green/White

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2 Coor HDPE: Purple/White
Spring Green/White

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2 Coor HDPE: Purple/White
Spring Green/White

6/10/2

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Sunrise Park North ~ Revision

Holly Hill, FL

GameTime
A PLAYCORE Company
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Dominica Recreation Products
www.playdrp.com

Map

iption for your map.

Legen

Lo



N

0 5' 10' 15' 20'

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

GameTime® A PLAYCORE Company

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

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

City of Holly Hill
Sunrise Park North Playground - Revision 1
Holly Hill, FL

40 ft

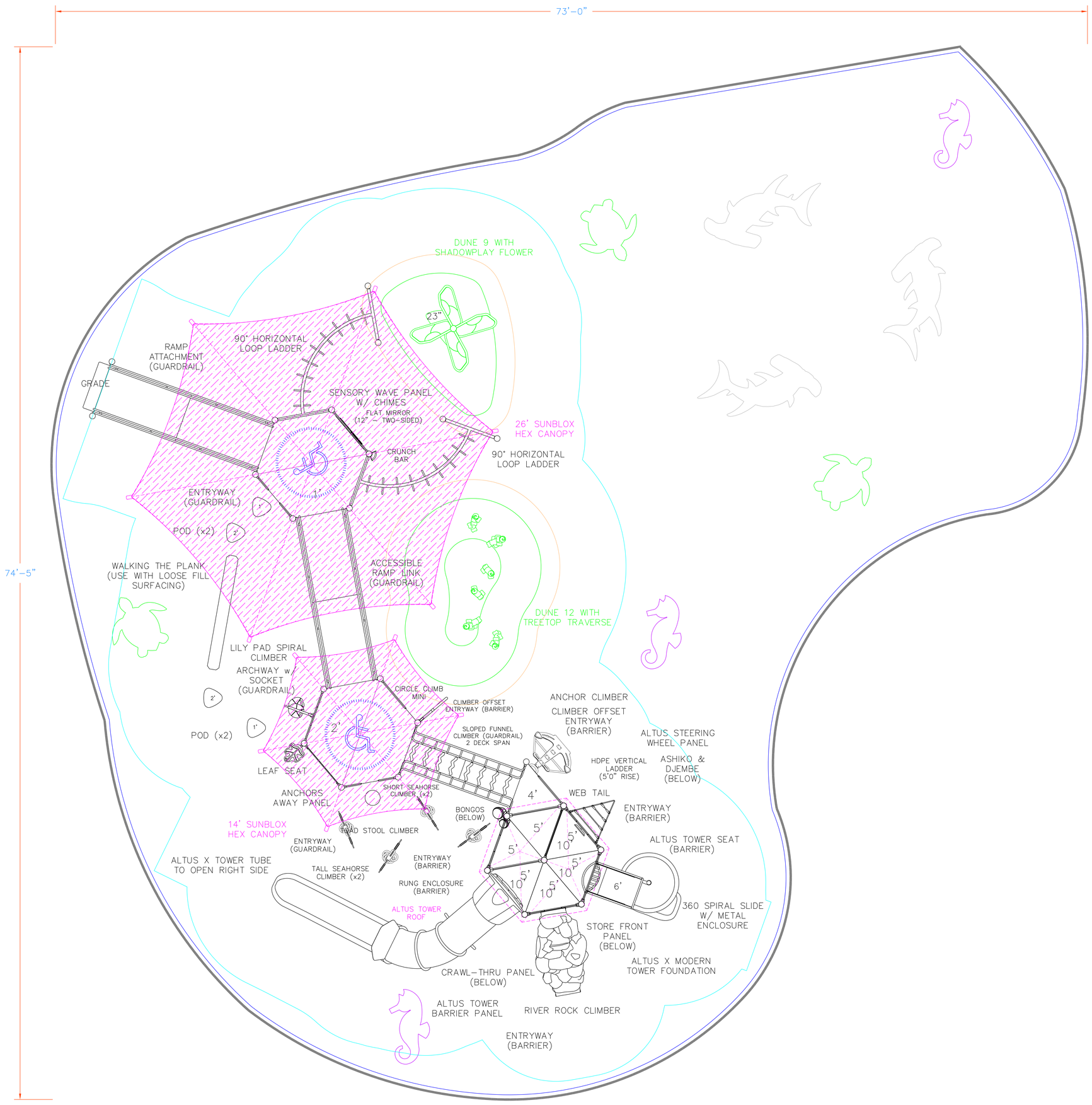
Representative
Dominica Recreation Products

This play equipment is recommended for children ages
5-12

Minimum Area Required:
See Drawing
Scale: NTS
This drawing can be scaled only when in an 24" x 36" 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:
Veronica S.
Date:
05/29/2024
Drawing Name:
Sunrise Park - Rev 1



Attachment: Exhibit M - Gametime Full Submission (2024-R-45 : Sunrise Park North Playground - CDBG)

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

06/
Quote #
106225-01-03

Sunrise Park North Playground - Revision 1

City of Holly Hill
Attn: Steven Juengst
453 LPGA Blvd.
Holly Hill, FL 32117
Phone: 386-248-9452
Fax:386-248-9499
sjuengst@hollyhillfl.org

Ship to Zip 32117

Qty	Part #	Description	List $	Selling $	Ext. Selling $

		~~-
		• ***Existing swing frame to remain***
		• ***Customer responsible for -***
		  ◦ ***Removal of current playground equipment, surfacing, and boarders***
		  ◦ ***Adding connecting sidewalk to concrete curb***			

3605	Digout	5-Star Plus - Digout/Sitework of area (per sq. ft.)- *Spoils to be left on site*	$1.40	$1.40	$5,047.00
3605	Spoils	5-Star Plus - Removal/Disposal from Site the Spoils from Digout	$1.75	$1.75	$6,308.75
1	178749	GameTime - Owner's Kit	$89.00	$89.00	$89.00
1	RDU	GameTime - 5-12 PrimeTime System	$202,282.00	$136,914.15	$136,914.15
		(1) 90216 -- Rung Enclosure W/Barrier, Above Dk			
		(2) 5342SP -- Tall Seahorse Climber			
		(2) 5343SP -- Short Seahorse Climber			
		(1) 667RP -- Offset Anchor Climber			
		(1) 3925 -- Flat Mirror 12" 2S			
		(2) 6232 -- Pod (1'-0")			
		(2) 6233 -- Pod (2'-0")			
		(1) 6333 -- Dune 12 w/Tree Top Traverse			
		(1) 6362 -- Dune 9 With Shadowplay Flower			
		(1) 8662 -- Walking The Plank			
		(7) 80001 -- 49"Tri Punched Steel Deck			
		(1) 80942 -- Crawl-Thru Panel			
		(2) 81483 -- 90 Deg Loop Ladder Link			
		(1) 81670 -- Crunch Bar			
		(1) 81699 -- Bongos			
		(1) 81766 -- Leaf Seat			
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access			
		(1) 90160 -- 3'/5' Web Tail			
		(1) 90186 -- Ashiko & Djembe Panel			
		(2) 90264 -- 6' Upright, Alum			
		(5) 90268 -- 10' Upright, Alum			
		(1) 90305 -- Climber Archway W/Socket & Guardrail			

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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Sunrise Park North Playground - Revision 1

Qty	Part #	Description	List $	Selling $	Ext. Selling $
		(1) 90317 -- Toad Stool Climber			
		(1) 90355 -- Store Front Panel, Below Dk			
		(1) 90369 -- River Rock Climber			
		(1) 90468 -- Anchors Away Panel, Above Dk			
		(1) 90673 -- Ramp (Guardrail)			
		(1) 90674 -- Std Access Ramp Link 3 Dk Gr			
		(1) 90791 -- Sloped Funner Climber Guardrail (Dbl)			
		(1) 90887 -- 360 Spiral Slide 5' w/metal enc			
		(4) 91139 -- Entryway - Barrier			
		(2) 91146 -- Entryway - Guardrail			
		(1) 91248 -- 2'0" - 2'6" Lily Pad Spiral Climber			
		(2) 91334 -- Climber Offset Entryway (Barrier)			
		(1) 91364 -- Sensory Wave Panel w/ chimes			
		(1) 91606 -- HDPE Vertical Ladder 5'0"			
		(1) 91646 -- Circle Climb Mini 2'-4'			
		(1) 91753 -- Altus X Modern Tower Foundation			
		(1) 91755 -- Altus Tower Barrier Panel			
		(1) 91756 -- Altus Tower Seat Barrier			
		(1) 91757 -- Altus Tower Steering Wheel Panel			
		(1) 91767 -- Altus X Tower Tube To Right			
		(1) 91771 -- Modern Hex Roof			
		(1) 91798 -- 14' Sunblox Hex Canopy			
		(1) 91799 -- 26' Sunblox Hex Canopy			
		(1) 91829 -- 5" Upright Extension w/ Cap 6'			
		(6) 91830 -- 5" Upright Extension w/o Cap 6'			
		(6) G90268 -- 10' Upright, Galv			
		(6) G90269 -- 11' Upright, Galv			
		(7) G90272 -- 14' Upright, Galv			
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- *Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!* **DAVIS-BACON Wage Rates** *Complies with Davis Bacon paperwork* *Install complies with Davis Bacon Paperwork*	$65,100.00	$65,100.00	$65,100.00
3605	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- *Installed per specification of Unitary Surfacing requirements.*	$6.15	$5.90	$21,269.50

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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Sunrise Park North Playground - Revision 1

Qty	Part #	Description	List $	Selling $	Ext. Selling $
3605	Poured-10	GT-Impax - Poured Rubber Surfacing - 10' fall height- *50% Standard Color - Aromatic Binder - 4" Thick with 1/2" EPDM wear course cap - 5-year warranty*	$34.47	$25.50	$91,927.50
240	Curb	GT-Impax - Concrete Curb (ln. ft.)- *4" Wide - Not Reinforced*	$41.00	$41.00	$9,840.00
1	Permits	5-Star Plus - Building Permits- *Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted.* ***Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.***	$1,400.00	$1,400.00	$1,400.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	$1,250.00	$1,250.00	$1,250.00
				Sub Total	$339,145.90
				Freight	$10,809.97
				Total	**$349,955.87**

This quote was prepared by Veronica Salles, Project Manager.
For questions or to order please call - 800-432-0162 ext. 100 veronica.salles@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for muncipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the muncipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an indepedent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

GameTime
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P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
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Quote #
106225-01-03

Sunrise Park North Playground - Revision 1

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **$349,955.87**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



POWERSCAPE

GameTime's premier 5" play system for ultra-tough durability.

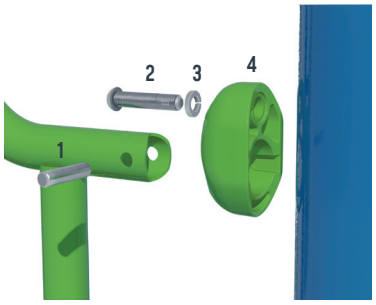
EVERYTHING YOU WANT FROM A PLAY SYSTEM

- 5" diameter uprights available in aluminum or galvanized steel
- An extensive offering of play components and signature products
- Lifetime limited warranty on uprights, posts and hardware
- Tru-Loc® offers connections with up to 66% less hardware for easier construction and maintenance
- Largest decks in the industry and slip-resistant Tuff Clad® deck coatings for increased footing
- Entry archways to help direct traffic and prevent inadvertent falls
- Tough, baked-on powder coat finish
- Exclusive Direct Bolt™ technology
- IPEMA certified to ASTM standards

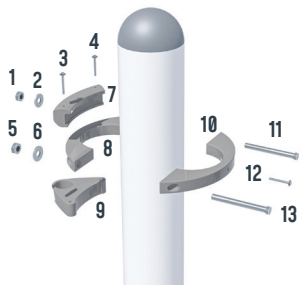
THE TRU-LOC ADVANTAGE

Our patented Tru-Loc® is far superior to the average "clamp around" system!

- Patented Direct Bolt connections are stronger and more durable than other methods
- Connection offers sleeker lines and cleaner designs
- Tru-Loc® Panel Connector is ASTM/EN/CSA compliant
- Smooth "kid-friendly" connection point, no rough edges
- Connections are concealed within the sleeve, no exposed hardware



TRU-LOC® DIRECT BOLT™ CONNECTION



STANDARD CLAMP

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



POURED IN PLACE RUBBER

A durable, accessible surface with creative color and design options.

DESCRIPTION

A popular unitary surface choice, GT Impax PIP provides a seamless, accessible play surface, with many color choices that can be laid in patterns, or mixed to create different shades and tones of color.

GT Impax PIP Rubber requires trained installation crews to produce a surface that is as attractive as it is durable.

The final product will be long-lasting, attenuating, and inclusive.

BASIC SPECIFICATIONS

Product is comprised of two layers consisting of an impact layer made of clean, recycled rubber and a wear layer, comprised of virgin EPDM or TPV granules. Binder is a basic single component aromatic or aliphatic polyurethane agent. Product is to be installed over asphalt, concrete, or compacted sub base aggregate. Temperature should be minimum of 40-45 degrees and a maximum of 95 degrees Fahrenheit during installation. Thicknesses will vary to meet specific playground equipment fall height. This product meets ASTM standards for playground surfaces. For more information , please refer to our complete product specification.

GT IMPAX POURED™
Recycled Poured Rubber Surfacing

AT A GLANCE

Maintenance: Mid Low

Access: High

Warranty: 5-7 years

Color Options: 12+

BENEFITS

- One of the most accessible options available
- Uniform, stable route of travel
- Lower maintenance
- Ideal for themed graphics to add play value and color

TIPS

- Mixing black granules with your color choices will help reduce costs
- Some binders may amber initially but eventually return to colorless
- Preventative top-coats are recommended every 12-18 months

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



ARCTIC

Fabric Shade **True Blue**
Plastic Roof **Periwinkle**
Uprights **White**
Accent 1 **Champagne**
HDPE **Sky Blue**
2 Color HDPE **Sky Blue/White**
Roto Plastic **Periwinkle**
Tube **Sky Blue**
Rock **Deep Granite**
Decks **Gray**



AURORA

Fabric Shade **Bottle Green**
Plastic Roof **Azure**
Uprights **Ice Butter**
Accent 1 **Azure**
HDPE **Dolphin Gray**
2 Color HDPE **Gray/Black**
Roto Plastic **Azure**
Tube **Azure**
Rock **Dark Granite**
Decks **Gray**



AVALON

Fabric Shade **Sliver**
Plastic Roof **Champagne**
Uprights **Bronze**
Accent 1 **White**
HDPE **Dolphin Gray**
2 Color HDPE **Gray/Black**
Roto Plastic **Periwinkle**
Tube **Periwinkle**
Rock **Deep Granite**
Decks **Gray**

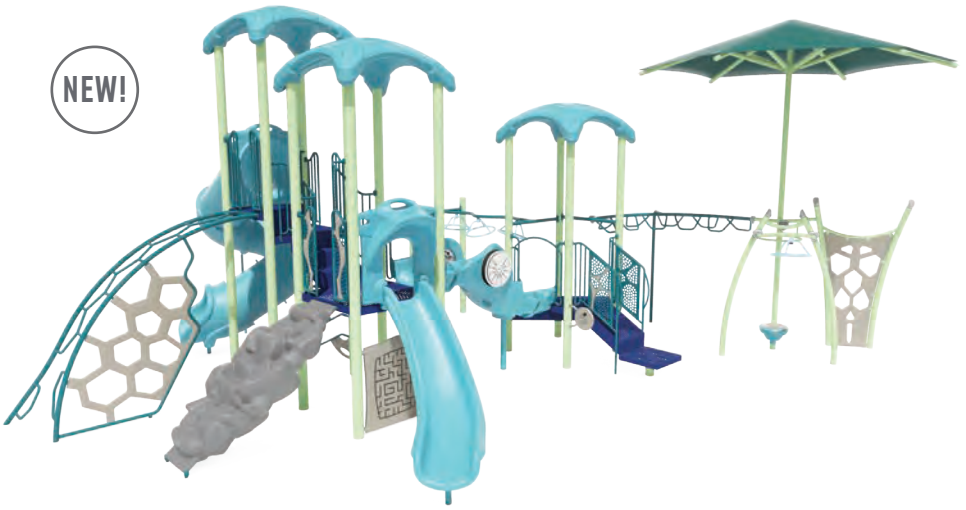
Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



BEE HIVE

Fabric Shade	**Sliver**
Plastic Roof	**Yellow**
Uprights	**Black**
Accent 1	**Ice Butter**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Yellow**
Tube	**Yellow**
Rock	**Dark Granite**
Decks	**Brown**



BLIZZARD

Fabric Shade	**Bottle Green**
Plastic Roof	**Azure**
Uprights	**Ice Mint**
Accent 1	**Ocean**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Azure**
Tube	**Azure**
Rock	**Deep Granite**
Decks	**Blue**



CUCUMBER

Fabric Shade	**Cream**
Plastic Roof	**Green**
Uprights	**Ice Mint**
Accent 1	**Vanilla**
HDPE	**Blue**
2 Color HDPE	**Blue/White**
Roto Plastic	**Green**
Tube	**Green**
Rock	**Deep Granite**
Decks	**Chocolate**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



DEEP SPACE

Fabric Shade	**Dove Blue**
Plastic Roof	**Sky Blue**
Uprights	**Starlight Black**
Accent 1	**Yellow**
HDPE	**Red**
2 Color HDPE	**Red/White**
Roto Plastic	**Sky Blue**
Tube	**Sky Blue**
Rock	**Deep Granite**
Decks	**Blue**



DISCOVERY

Fabric Shade	**Orange**
Plastic Roof	**Azure**
Uprights	**Periwinkle**
Accent 1	**Butterscotch**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Azure**
Tube	**Azure**
Rock	**Deep Granite**
Decks	**Gray**



EMERALD

Fabric Shade	**Navy Blue**
Plastic Roof	**Spring Green**
Uprights	**Metallic**
Accent 1	**White**
HDPE	**Yellow**
2 Color HDPE	**Red/White**
Roto Plastic	**Spring Green**
Tube	**Spring Green**
Rock	**Deep Granite**
Decks	**Blue**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



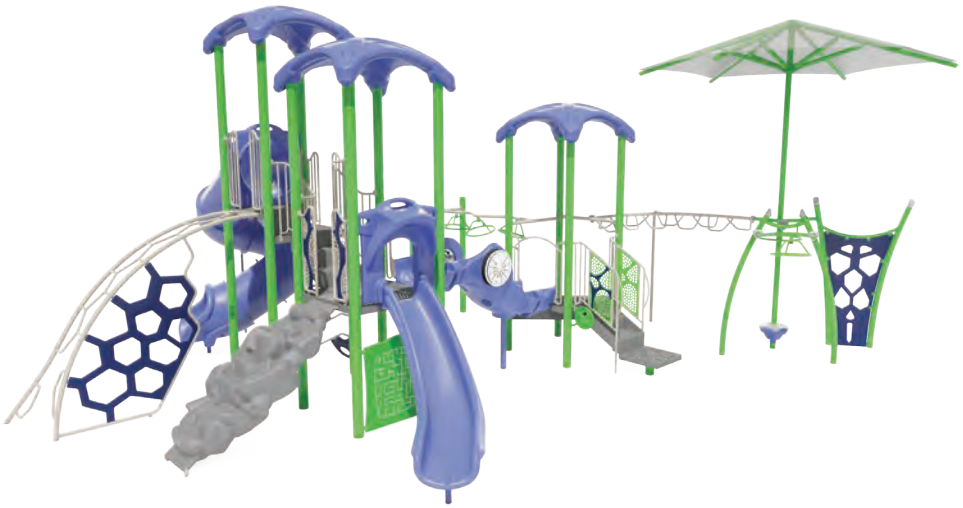
FORESTER

Fabric Shade	**Forest Green**
Plastic Roof	**Green**
Uprights	**Brown**
Accent 1	**Beige**
HDPE	**Beige**
2 Color HDPE	**Beige/Green**
Roto Plastic	**Green**
Tube	**Green**
Rock	**Deep Granite**
Decks	**Brown**



GUM DROP

Fabric Shade	**Navy Blue**
Plastic Roof	**Blue**
Uprights	**Burgundy**
Accent 1	**Butterscotch**
HDPE	**Blue**
2 Color HDPE	**Red/White**
Roto Plastic	**Blue**
Tube	**Blue**
Rock	**Deep Granite**
Decks	**Blue**



HONEYSUCKLE

Fabric Shade	**Sliver**
Plastic Roof	**Periwinkle**
Uprights	**Spring Green**
Accent 1	**Champagne**
HDPE	**Blue**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Periwinkle**
Tube	**Periwinkle**
Rock	**Deep Granite**
Decks	**Gray**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



INDEPENDENCE

Fabric Shade	**Navy Blue**
Plastic Roof	**Champagne**
Uprights	**Burgundy**
Accent 1	**White**
HDPE	**Blue**
2 Color HDPE	**Blue/White**
Roto Plastic	**Champagne**
Tube	**Champagne**
Rock	**Deep Granite**
Decks	**Blue**



JOYFUL

Fabric Shade	**Navy Blue**
Plastic Roof	**Spring Green**
Uprights	**Burgundy**
Accent 1	**Butterscotch**
HDPE	**Blue**
2 Color HDPE	**Blue/White**
Roto Plastic	**Spring Green**
Tube	**Spring Green**
Rock	**Deep Granite**
Decks	**Blue**



JURASSIC

Fabric Shade	**Sun Blaze**
Plastic Roof	**Champagne**
Uprights	**Sage**
Accent 1	**Butterscotch**
HDPE	**Dolphin Gray**
2 Color HDPE	**Burgundy/White**
Roto Plastic	**Champagne**
Tube	**Champagne**
Rock	**Sandstone**
Decks	**Brown**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



MACAW

Fabric Shade	**Yellow**
Plastic Roof	**Yellow**
Uprights	**Orange**
Accent 1	**Chartreuse**
HDPE	**Sky Blue**
2 Color HDPE	**Sky Blue/White**
Roto Plastic	**Red**
Tube	**Red**
Rock	**Dark Granite**
Decks	**Blue**



MALIBU

Fabric Shade	**Forest Green**
Plastic Roof	**Spring Green**
Uprights	**Bronze**
Accent 1	**Beige**
HDPE	**Spring Green**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Spring Green**
Tube	**Spring Green**
Rock	**Sandstone**
Decks	**Brown**

NEW!



MANGROVE

Fabric Shade	**Lime**
Plastic Roof	**Sky Blue**
Uprights	**Ocean**
Accent 1	**Ice Mint**
HDPE	**Sky Blue**
2 Color HDPE	**Sky Blue/White**
Roto Plastic	**Chartreuse**
Tube	**Chartreuse**
Rock	**Deep Granite**
Decks	**Blue**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



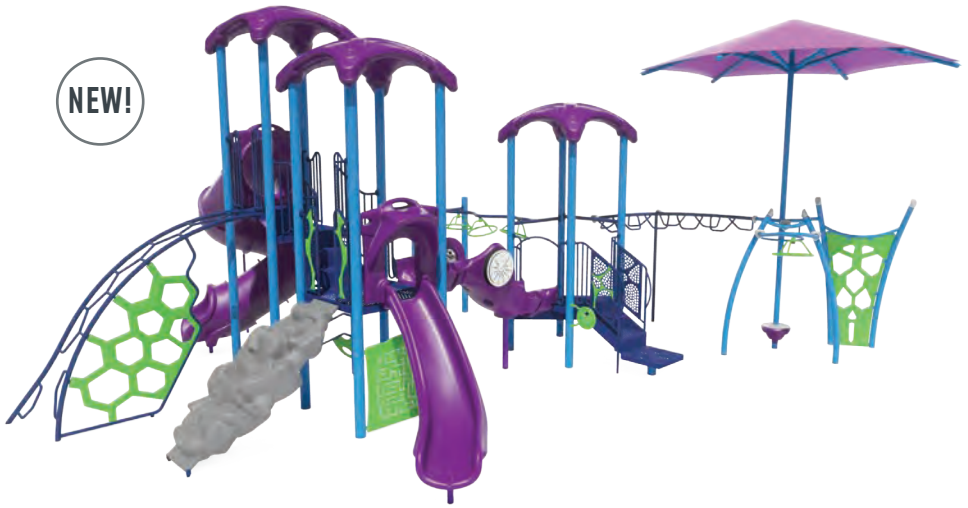
OCEAN FLOOR

Fabric Shade **True Blue**
Plastic Roof **Azure**
Uprights **Chartreuse**
Accent 1 **Royal Purple**
HDPE **Dolphin Gray**
2 Color HDPE **Spring Green/White**
Roto Plastic **Azure**
Tube **Azure**
Rock **Dark Granite**
Decks **Brown**



OLD GLORY

Fabric Shade **Deep Ochre**
Plastic Roof **Burgundy**
Uprights **Ocean**
Accent 1 **Champagne**
HDPE **Blue**
2 Color HDPE **Gray/White**
Roto Plastic **Burgundy**
Tube **Burgundy**
Rock **Deep Granite**
Decks **Gray**



PEACOCK

Fabric Shade **Purple**
Plastic Roof **Royal Purple**
Uprights **Sky Blue**
Accent 1 **Blue**
HDPE **Spring Green**
2 Color HDPE **Spring Green/White**
Roto Plastic **Royal Purple**
Tube **Royal Purple**
Rock **Deep Granite**
Decks **Blue**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



POPSICLE

Fabric Shade	**Brown**
Plastic Roof	**Burgundy**
Uprights	**Vanilla**
Accent 1	**Azure**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Burgundy**
Tube	**Burgundy**
Rock	**Deep Granite**
Decks	**Chocolate**



RIPTIDE

Fabric Shade	**True Blue**
Plastic Roof	**Sky Blue**
Uprights	**Sea Mist**
Accent 1	**Azure**
HDPE	**Orange**
2 Color HDPE	**Orange/White**
Roto Plastic	**Sky Blue**
Tube	**Sky Blue**
Rock	**Dark Granite**
Decks	**Blue**



SHINE

Fabric Shade	**True Blue**
Plastic Roof	**Orange**
Uprights	**Sky Blue**
Accent 1	**Spring Green**
HDPE	**Orange**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Orange**
Tube	**Orange**
Rock	**Sandstone**
Decks	**Gray**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



SPRING BLOOM

Fabric Shade **True Blue**
Plastic Roof **Spring Green**
Uprights **Champagne**
Accent 1 **Spring Green**
HDPE **Sky Blue**
2 Color HDPE **Sky Blue/White**
Roto Plastic **Sky Blue**
Tube **Spring Green**
Rock **Deep Granite**
Decks **Brown**



SUCCULENT

Fabric Shade **Forest Green**
Plastic Roof **Spring Green**
Uprights **Black**
Accent 1 **Vanilla**
HDPE **Black**
2 Color HDPE **Black/White**
Roto Plastic **Spring Green**
Tube **Spring Green**
Rock **Deep Granite**
Decks **Gray**



SUNRISE

Fabric Shade **Yellow**
Plastic Roof **Royal Purple**
Uprights **Orange**
Accent 1 **White**
HDPE **Dolphin Gray**
2 Color HDPE **Gray/Black**
Roto Plastic **Royal Purple**
Tube **Royal Purple**
Rock **Deep Granite**
Decks **Gray**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



TIMBERLAND

Fabric Shade	**True Blue**
Plastic Roof	**Sky Blue**
Uprights	**Brown**
Accent 1	**Spring Green**
HDPE	**Sky Blue**
2 Color HDPE	**Sky Blue/White**
Roto Plastic	**Sky Blue**
Tube	**Sky Blue**
Rock	**Deep Granite**
Decks	**Blue**



VOYAGE

Fabric Shade	**Charcoal**
Plastic Roof	**Azure**
Uprights	**Sage**
Accent 1	**Ice Butter**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Azure**
Tube	**Azure**
Rock	**Deep Granite**
Decks	**Gray**



WATERMELON

Fabric Shade	**Lime**
Plastic Roof	**Red**
Uprights	**White**
Accent 1	**Chartreuse**
HDPE	**Green**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Red**
Tube	**Red**
Rock	**Dark Granite**
Decks	**Blue**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PALETTES



WEST PALM

Fabric Shade	**Lime**
Plastic Roof	**Orange**
Uprights	**Sky Blue**
Accent 1	**Spring Green**
HDPE	**Blue**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Orange**
Tube	**Orange**
Rock	**Sandstone**
Decks	**Gray**



WHIMSY

Fabric Shade	**Navy Blue**
Plastic Roof	**Orange**
Uprights	**White**
Accent 1	**Blue**
HDPE	**Orange**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Periwinkle**
Tube	**Sky Blue**
Rock	**Deep Granite**
Decks	**Gray**



WOODLANDS

Fabric Shade	**True Blue**
Plastic Roof	**Spring Green**
Uprights	**Bronze**
Accent 1	**Vanilla**
HDPE	**Blue**
2 Color HDPE	**Blue/White**
Roto Plastic	**Spring Green**
Tube	**Spring Green**
Rock	**Deep Granite**
Decks	**Chocolate**

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



1. 100% recyclable plastics are manufactured using efficient processes
2. Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
3. 100% recycled plastic lumber
4. Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
5. 100% recyclable plastics
6. Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
7. 100% recycled plastic curbs

ISO 14001:2004 CERTIFIED

ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 28.55 tons
Paper: 12.25 tons
Scrap plastics: 37,586 lbs.
Computer equipment: 5,526 lbs.
Plastic bottles: 23,850
Fluorescent bulbs: (4') 428
Ballasts: 83 lbs.
Fork lift batteries: 48 lbs.
PVC trimmings: 1,681 lbs.
Steel: 2,791,275 lbs.
Aluminum: 27,965 lbs.
Cartridges: 260
Trash can lids: 220 lbs.
Polyurea (liquid): 100 gal.

125,000 INDIVIDUAL PARTS
400,000 SQUARE FEET
ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible – without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission 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 since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www. ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

INSURANCE

GameTime has $51 Million in product liability insurance.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/02/2019

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:	
Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	INSURER A : Evanston Insurance Company	35378
	INSURER B : Travelers Property Casualty Company Of America	25674
	INSURER C : ACE Property And Casualty Ins Co	20699
	INSURER D : The Travelers Indemnity Company of America	25666
	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445
	INSURER F : The Charter Oak Fire Insurance Co.	25615

COVERAGES **CERTIFICATE NUMBER:** ATL-004720415-32 **REVISION NUMBER:** 12

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 CLAIMS-MADE X OCCUR X SIR $250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MKLV2PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGATE	$ 2,000,000 $ 100,000 $ EXCLUDED $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded.: $1,000	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 25,000			XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
F D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-2N106953-19-51-R UB-2N159031-19-51-K UB-7J602089-19-14-G (See Additional Page.)	08/01/2019 08/01/2019 08/01/2019	08/01/2020 08/01/2020 08/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Umbrella			BE 015899319	08/01/2019	08/01/2020	Each Occurrence Aggregate	15,000,000 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Information Only

CERTIFICATE HOLDER	CANCELLATION
GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	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 of Marsh USA Inc. Manashi Mukherjee Manashi Mukherjee

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

GameTime's per occurance insurance policy is one of the strongest in the industry. By definition, a Per Occurance policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, “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 its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® 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 Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and “C”-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



INSTALLATION EXCELLENCE

Our manufacturer-specific training course is unique and is acknowledged in the industry as a program that should be a model for all.

INSTALLERS WHO SHARE OUR VISION

We want to make sure our installers know safety regulations, industry standards, and how they apply when installing equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications. It isn't enough to send our installers to a third party certification program. We want to meet them, teach them, and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and new industry information. They are also instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground holes, recognize and avoid underground utilities, and use the tools needed to ensure an accurate installation.

The course also includes a lecture series, with focuses on risk management, insurance and many other topics that give installers the knowledge and skills to make your playground everything you expect it to be. With this training, we can have the confidence all of our playgrounds are being installed correctly, expertly, and to the exacting standards we maintain throughout the process.

This manufacturer specific training course is unique to GameTime, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you can trust us to be your playground company.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Freestanding Play Events

Freestanding play equipment and accessories as manufactured by GameTime, a PlayCore Company, P.O. Box 680121, Fort Payne, Alabama 35968-0121, Phone: 1-800-235-2440, www.GameTime.com, shall adhere to the following specifications:

A. Molded Polyethylene – Products are to be rotationally molded plastic with a ¼" nominal wall thickness. All plastic is to be U.V. stabilized with optional graphics molded into the component during the molding process. Molded products shall have an anti-static additive and be available in any of the manufacturer's standard colors.

B. High Density Polyethylene shall be made from either ½" or 3/4" thick (depending on application used) high density, UV-stabilized and color impregnated polyethylene.

C. Cables - shall be 18mm polyester twisted type with the following properties: calculated tensile strength of >60kN, quantity 6 strands 2.8mm diameter each, steel strands shall have QTY 19 steel wires diameter .62mm each, quantity 3 fiber core 2.7mm diameter each, UV protected polyester impregnated. Terminations shall be made of the following materials: Aluminum forks, stainless steel D-shackles, stainless steel lifting eye nuts. Connections shall be made of the following: Aluminum connector eggs, aluminum 2-piece T-joints, aluminum T-joints, aluminum in-line connector, aluminum ferrules.

D. Hardware – All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate topcoat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless-steel fasteners shall be button pin-in head, socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

FINISHES

A. Polyester (Powder) Coating – The polyester coating shall be uniformly applied by the electrostatic method to a minimum thickness of four mils. Promptly after application of the powder, the coating shall be oven-cured at 350 degrees Fahrenheit. The color(s) of the polyester coating shall be as selected by the Architect from the manufacturer's standard and/or custom color selection charts. The paint process must adhere to the Powder Coat Institute 4000 Certification.

B. Galvanized Finish – All components shall have a galvanized finish prior to powder coating and shall be protectively coated with ZRP, a zinc primer that forms a rust-resistant barrier layer. All galvanized surfaces shall be free of burs, splinters, and sharp edges.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Individual Product Specifications

Balancing:

6232 – Pod
- 2.375" O.D. x .095" and 1.9" O.D. x .095" galvanized steel tubing
- .109" hot rolled steel
- Linear low-density polyethylene
- UV-stabilized color
- Anti-static compound additive
- All-weld assembly
- Coated after fabrication with a powder coat finish

6233 – Pod
- 2.375" O.D. x .095" and 1.9" O.D. x .095" galvanized steel tubing
- .109" hot rolled steel
- Linear low-density polyethylene
- UV-stabilized color
- Anti-static compound additive
- All-weld assembly
- Coated after fabrication with a powder coat finish

8662 – Walk the Plank
- 5" O.D. x .120" wall galvanized pipe
- .120" punched steel
- 3/16" x 1 1/4", 3/16" x 5 1/2", 1/4" x 6", and 3/16" x 6" x 10" hot rolled steel
- 3/4"-diameter 5 1/2" O.D. x 1'-0-1/2" long wire
- Coated after fabrication with an oven cured matte finish PVC coating and a powder coat finish

Playful Landscapes:

6333 – Dune 12 w/ Treetop Traverse
- Crushed stone, gravel, or other finely divided materials
- 2" slump concrete with reinforced fiber
- 5" O.D. x .120" (11 Gauge) wall galvanized steel tubing
- 1/2” thick (solid) high density, UV-stabilized, and color-impregnated polyethylene
- Urethane resin
- Custom formula of TGIC polyester powder

6362 – Dune 9 w/ ShadowPlay® Flower
- 1/2” thick (solid) high density, UV-stabilized and color-impregnated polyethylene
- Hard, durable particles of crushed stone or crushed gravel and a filler of natural stone or other finely divided materials, ranging in sizes from dust to 1-1/2"
- 2" slump concrete with reinforced fiber
- 1-5/16" O.D. x .083", 1-1/16" O.D. x .072", 5" O.D. x .120", 1-5/8” O.D. x .083”, and .5" O.D. x .180" wall galvanized steel tubing
- 14 gauge and 1/4" thick hot rolled steel
- 3-1/4" O.D. x .218" wall spacer
- 2-3/4" cold rolled steel

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

- 5-1/2" O.D. x .500" wall black steel tubing
- 4.921" O.D. single row radial ball agricultural bearing
- .413 Die Cast Aluminum Alloy
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Powerscape Playground System

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes composite structure, stand-alone play events and accessories.

B. Basis of design is **PowerScape®** modular play structures, free-standing play equipment and accessories as manufactured by GameTime, a PlayCore Company, P.O. Box 680121, Fort Payne, Alabama 35968-0121, Phone: 1-800-235-2440, www.GameTime.com.

1.02 SUBMITTALS

A. Product Data: Include physical characteristics such as shape, dimensions, gauge and material for each component. Provide finish information and available colors.

B. Shop Drawings: Include plans, elevations, details, and installation instructions for each component.

C. Warranty: Include sample of manufacturer's standard warranty.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: Equipment components shall be certified by IPEMA's third party product certification service. Equipment and structural components shall bear the IPEMA certification seal. IPEMA validation is available at www.ipema.org.

B. Installer: Must be certified by the manufacturer.

C. Safety Standards: Comply with requirements of ASTM F 1487.

1.04 WARRANTY

A. Warranty shall meet or exceed the warranty provisions of GameTime as follows:

Lifetime limited warranty on PowerScape®, PrimeTime®, Modern City®, Xscape® & IONiX® uprights.

Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.

Lifetime limited warranty on all hardware.

20 Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.

15 Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.

15 Year limited warranty on rotationally molded products.

Last Updated 3.8.2022

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

15-Year limited warranty on VistaRope nylon bearings and ring junction pieces.

10 Year limited warranty on GTFit, THRIVE and Challenge Course posts & bars.

10 Year limited warranty on site furnishings against structural failure.

10-Year limited warranty on SunBlox® products.

10 Year limited warranty on integrated GTShade® products.

10 Year limited warranty on fiberglass and DHPL signage.

10-Year limited warranty on VistaRope WeaveTech cables.

5 Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield.

5 Year limited warranty on nylon covered cable net climbers and components.

5 Year limited warranty on GT Symphony Freenotes™ Harmony Park components.

5 Year limited warranty on Super Seats™.

5-Year limited warranty on premature wear of VistaRope cables.

3 Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.

3 Year limited warranty on SaddleMates® rubber and "C" springs.

3-Year limited warranty on SureGrip Material

2 Year limited warranty on Challenge Course timing components.

1 Year limited warranty on all other GameTime products.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Main Structural Uprights

1. *Shall be 5" outside diameter tubing, 1/8" wall thickness, extruded from 6005A-T61 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specification outlined herein.*

(AND/OR)

2. *Shall be 5" outside diameter, 11 gauge (nominal .120") galvanized round tubing, manufactured to ASTM A-1011 Grade B tolerances from cold-formed steel conforming to ASTM A-569 Sheet Spec for steel coil. Minimum yield strength shall be 45,000 psi and*

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

minimum tensile strength shall be 48,000 psi. The exterior surface is In line Zinc Flo Coating with a zinc coating of .03 thickness minimum, chromate conversion coated, and a clear high performance organic polymer is applied. Galvanizing coverage shall demonstrate the ability to exceed 1000 hours salt spray corrosion exposure in accordance with ASTM B-117. Internal surface zinc rich 91% minimum zinc dust content in organic resin, as per ASTM F-1043. All upright posts shall be coated with a custom formula TGIC.

B. Tru Loc Connectors – Must attach directly to factory preset threaded insert in the uprights to ensure full field compliance with current safety standards. Hinged, or any clamps, that require field locating or field drilling or installation are not acceptable, due to the susceptibility of installation out of compliance with safety standards.

C. Plastisol Coated Steel – Products including decks, platforms, steps, and bridges shall be fabricated from 11-gauge perforated steel with a .08" minimum thickness, textured slip-resistant polyvinyl chloride plastisol dipped coating. Square deck size must be at least 49" x 49" (2,401 square inches), and triangular decks must be equally 49" on all sides (1,040 square inches) and bolt through the uprights. Decks must attach directly to threaded inserts factory installed to uprights, using (2) 3/8" bolts at each upright connection point to eliminate the possibility of deck slipping. Plastisol coating must be free of latex and tested to meet California standards for phthalate levels and safe for children.

D. Molded Polyethylene – Products are to be rotationally molded plastic with a ¼" nominal wall thickness. All plastic is to be U.V. stabilized with optional graphics molded into the component during the molding process. Molded products shall have an anti-static additive and be available in any of the manufacturer's standard colors.

E. High Density Polyethylene shall be made from either ½" or 3/4" thick (depending on application used) high density, UV-stabilized and color impregnated polyethylene.

F. Metal Climbers and Enclosures – Products shall be fabricated from 1 5/16" OD x .083" (14 gauge) wall galvanized steel tubing with vertical members fabricated of 1 1/16" OD x .075 (15 gauge) wall galvanized steel tubing. All tubing used shall be an electrical resistance welded, cold rolled, high strength steel tubing. The exterior coating will consist of an In-line Zinc Flo Coating with a zinc coating of .03 thickness minimum, chromate conversion, and acrylic over-coating. The interior coating will consist of a special organic acrylic modified polyester.

G. Cables - shall be 18mm polyester twisted type with the following properties: calculated tensile strength of >60kN, quantity 6 strands 2.8mm diameter each, steel strands shall have QTY 19 steel wires diameter .62mm each, quantity 3 fiber core 2.7mm diameter each, UV protected polyester impregnated. Terminations shall be made of the following materials: Aluminum forks, stainless steel D-shackles, stainless steel lifting eye nuts. Connections shall be made of the following: Aluminum connector eggs, aluminum 2-piece T-joints, aluminum T-joints, aluminum in-line connector, aluminum ferrules.

H. Hardware – All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate topcoat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless-steel fasteners shall be button pin-in head, socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

2.02 REQUIRED COMPONENTS

A. In addition to the requirements contained in this section, refer to layout drawings and schedules of components and accessories on drawings.

B. All components, accessories, hardware, and other items required for a complete and usable system shall be provided.

2.03 FINISHES

A. Polyester (Powder) Coating – The polyester coating shall be uniformly applied by the electrostatic method to a minimum thickness of four mils. Promptly after application of the powder, the coating shall be oven-cured at 350 degrees Fahrenheit. The color(s) of the polyester coating shall be as selected by the Architect from the manufacturer's standard and/or custom color selection charts. The paint process must adhere to the Powder Coat Institute 4000 Certification.

B. Galvanized Finish – All components shall have a galvanized finish prior to powder coating and shall be protectively coated with ZRP, a zinc primer that forms a rust-resistant barrier layer. All galvanized surfaces shall be free of burs, splinters, and sharp edges.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General – Comply with manufacturer's written installation instructions.

B. Uprights – Set posts in concrete footings. Protect finish during installation. Comply with locations, height, and plumb requirements.

3.02 FIELD QUALITY CONTROL

A. Installation shall be performed by factory certified technicians with at least 3 years experience installing playground equipment

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

3.03 COMPLETION

A. Protect installed products until completion of project.

B. Touch up, repair, or replace damaged products before substantial completion.

C. Installer shall turn over all installation instructions, parts lists, maintenance instructions, tool kits, and spare materials to the owner upon completion.

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Individual Product Specifications

Access Components:

90305 – Climber Archway w/Socket & Guardrail
- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 1/8" and 3/16" hot rolled steel
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

90673 – Ramp (Guardrail)
- 1-5/16" O.D. x .083" and 1- 1/16" O.D. x .075" wall galvanized steel tubing
- 2" square x 3/16" wall tubing
- 3/8" x 3-1/2" hot rolled steel
- Matte PVC coating
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder

91139 – Entryway - Barrier
- 1-5/16" O.D. x .083" and 1-1/16" O.D. x .075" wall galvanized steel tubing
- 3/16" Hot Rolled Mounting Tab
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91146 – Entryway - Guardrail
- 1-5/16" O.D. x .083" wall galvanized steel tubing
- 3/16" hot rolled steel
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91334 – Climber Offset Entryway (Barrier)
- 1-5/16" O.D. x .083" and 1-1/16" O.D. x .075" wall galvanized steel tubing
- 3/16" hot rolled zinc
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Attachments:

3925 – Flat Mirror
- ¼" polycarbonate

81483 – 90 Degree Loop Ladder Link
- 2-7/8" O.D. x .134" and 1-5/16" O.D. x .083" wall galvanized steel tubing
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

81670 – Crunch Bar
- 1-1/16" O.D. x .075" wall galvanized steel tubing
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

81699 – Bongos
- color-impregnated linear low density polyethylene

81766 – Leaf Seat
- 1-1/16" O.D. x .072" and 1-5/16" O.D. x .083" wall galvanized steel pipe
- 3/16" hot rolled steel
- color-impregnated rotationally molded linear low density polyethylene
- All-weld assembly
- Coated with a custom formula of TGIC polyester powder coating

90160 – Web Tail
- 16mm galvanized wire reinforced cable
- 3/8" stainless steel hardware
- Urethane coated polyester cover

90317 – Toad Stool Climber
- 2-3/8" O.D. x .095" wall galvanized steel tubing
- 3/16" x 6" diameter hot rolled steel
- GTX Engineered Rubber
- 12-7/8" diameter x 12"

90369 – River Rock Climber
- 1.315" O.D. X .083" wall galvanized steel tubing
- 1/4" x 1" hot rolled steel
- "Rock formations" and "natural rock shaped handholds"
- Additional play activity
- Linear low-density polyethylene
- Coated with a custom formula of TGIC polyester powder coating

91248 – Lily Pad Spiral Climber
- 1 21/32" O.D. x .083" and 1 1/32" O.D. x .072" wall galvanized steel tubing
- 10 Gauge hot rolled steel
- 3/4" HDPE
- One-piece weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91646 – Mini Circle Climber
- 1 5/16" O.D. x .083", 1 5/16" O.D. x .109", and 1 7/8” O.D. x .095”
- 3/16"-thick hot rolled steel
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Decks:

80001 – Punched Steel Deck
- 3/16" x 3-1/2", 1/4" x 3-1/2", and 1/8" x 2-1/2" hot rolled steel
- Minimum surface area of 1,039 square inches
- 49" center to center spacing on the upright posts
- 12" support grid underneath the entire deck surface
- One-piece welded assembly
- Coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

- Directly bolted to the upright posts with six 3/8" diameter button-pin-in-head, hex socket cap screws

90005 – Two Piece Hex Deck, Ada Ramp Access
- 1/8" x 3-1/2" and 1/8" x 2-1/2" hot rolled steel
- Minimum surface area of 3,117 square inches
- 49" center to center spacing on the upright posts
- 12" support grid underneath the entire deck surface
- One-piece welded assembly
- Coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating
- Directly bolted to the upright posts with twelve 3/8" diameter button-pin-in-head, hex socket cap screws

Links:

90674 – Access Ramp Link with Guardrail
- 1-5/16" O.D. x .083", 2" square x 3/16", and 1- 1/16" O.D. x .075" wall galvanized steel tubing
- 3/8" x 3-1/2" hot rolled steel
- Punched steel
- Matte PVC coating
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

90791 – Sloped Funner Climber w/ Guardrail
- 1.315" O.D. x .083" and 1.029" x .075" wall galvanized steel tubing
- 1/8"-thick hot rolled steel
- 3/4"-thick high-density, UV-stabilized, laminated and color-impregnated polyethylene
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91606 – HDPE Vertical Ladder - 5'0"
- 3/4"-thick high-density, UV-stabilized and color-impregnated polyethylene

Panels:

80942 – Crawl Thru Panel
- Color-impregnated linear low density polyethylene

90186 – Ashiko & Djembe Panel
- color-impregnated linear low density polyethylene
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

90355 – Store Front Panel - Below Deck
- 2" square x .083" and 1" x 2" rectangular x .083" wall galvanized steel tubing
- .120" cold rolled steel
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester coating

90468 – Anchors Away Panel
- 1-5/16" O.D. x .083" wall galvanized steel tubing
- 3/4"-thick high-density color-impregnated polyethylene
- UV stabilized

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

- Coated after fabrication with a custom formula of TGIC polyester powder coating

91364 – Sensory Wave® Panel w/ Chimes
- 1-5/16" x .083", 1-1/16" x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 083" galvanneal punched steel
- 1/2"-thick (solid) high-density, UV-stabilized and color-impregnated polyethylene
- 11 Ga/ steel
- ¾" high-density polyethylene
- Purchased stainless steel
- Coated after fabrication with a custom formula of TGIC polyester coating

Towers:

91753 – Altus X Modern Tower Foundation
- 1-1/16" O.D. x .072" and 1-5/16" O.D. x .083" wall galvanized steel tubing
- 3/16" thick H.R. steel
- Cast aluminum ASTM A356-T6
- 1/2" thick high density, UV-stabilized, and color-impregnated polyethylene
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91755 – Altus Tower Barrier Panel
- 1-5/16" O.D. x .083" wall galvanized steel tubing
- 12-gauge H.R. steel
- Cast aluminum ASTM A356-T6
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91756 – Altus Tower Seat Barrier
- 1-5/16" O.D. x .083" wall galvanized steel tubing
- 11 and 12-gauge H.R. steel
- Cast aluminum ASTM A356-T6
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91757 – Altus Tower Steering Wheel Panel
- 1-5/16" O.D. x .083" and 1-1/16" O.D. x .072" wall galvanized steel tubing
- 12-gauge H.R. steel
- Cast aluminum ASTM A356-T6
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91767 – Altus X Tower Tube To Right
- 1-7/8" O.D. x .120", 1-15/16" O.D. x .109", 1-7/8" O.D. x .095", and 1-5/8" O.D. x .083" (14 Gauge) wall galvanized steel tubing
- 3/16", .083", and 1/4" thick H.R. steel
- Linear low-density polyethylene material
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

91771 – Modern Hex Roof
- 11 and 14-gauge H.R. steel

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

June 1, 2024

To Whom It May Concern,

RE: Build America, Buy America (BABA) Act, Public Law No.117-58 §§ 70901-70952 - Buy America law, 23 U.S.C. § 313 and 23 CFR § 635.410:

Valued Customer,

GameTime, with its primary equipment manufacturing and general business operations located in Fort Payne, AL, hereby certifies the play systems and other recreational related items produced at its facility are compliant with regards to the Build America, Buy America (BABA) Act, Public Law No.117-58 §§ 70901-70952 - Buy America law, 23 U.S.C. § 313 and 23 CFR § 635.410.

Thank you for choosing GameTime as your trusted partner in play and recreation!

Respectfully Submitted,

Clint Whiteside
Director of Sales Administration
GameTime | PlayCore
544 Chestnut Street
Chattanooga, TN 37402

Attachment: Exhibit M - Gametime Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

GO OUTDOOR AMENITIES

HOLLY HILL CITY



Attachment: Exhibit N - Go Outdoor Amenities Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Go Outdoor Amenities
Melbourne - Florida
561 710 0704

Bidder Information

- **Bidder's Name**: Go Outdoor Amenities
- **Permanent Main Office Address**: 1424 Sumter Lane, Melbourne - FL 32904
- **When Organized**: 04/29/2021
- **If a Corporation, where incorporated**: Florida
- **Number of years engaged in contracting business under present firm or trade name**: 4

Project Information

- **Project Description**: Sunrise Park North Playground - CDBG
- **Bid Number**: 24-BG-04
- **Location**: 1135 Riverside Drive, Holly Hill, Florida 32117

Bid Proposal

The undersigned offers to furnish all materials, equipment, and labor for the construction of the Sunrise Park North 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 for the sum of:
Total Bid Amount: $243,004.95

Bid Description

1	Playground Kit	Attached	$ 69,325.45
2	Fence	242 ft	$ 38,478.22
3	Shades	3000 sqf	$ 45,698,74
4	Surface	Rubber Floor	$ 38,499.99
5	Benches	4 units	$ 6,217.22
6	Installation		$ 44,785.33
		Total	**$243,004.95**

Attachment: Exhibit N - Go Outdoor Amenities Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)


GO OUTDOOR
AMENITIES

We believe in wellness **for everyone, all generations**



Attachment: Exhibit N - Go Outdoor Amenities Full

HOLLY HILL CITY













VIDEO PRESENTATION OF THE PROJECT



Attachment: Exhibit N - Go Outdoor Amenities Full

THE PROJECT

JUNE, 2024

1 set **Playground Set by Go Outdoor Amenities** **Age 2 - 12**

5 towers	1 Monkey Bar	2 Climb Access
2 curved slides	1 Swing : Kids + Babies	5 enter areas
4 slides	1 Swing : Kids + Kids	4 Plastic Wood Benches

Our state-of-the-art playground is designed to provide a safe and enjoyable environment for children. The surface of the playground is covered with high-quality Engineered Wood Fiber, ensuring a soft landing and a natural look. The steel railings offer robust support and durability, adding an extra layer of safety for the children.

Each platform is engineered to support weights of up to 350 pounds, accommodating a wide range of activities and ensuring stability and security. The playground can comfortably host up to 30 children at a time, providing ample space for play and social interaction.

Our commitment to safety and quality is reflected in our adherence to ASTM (American Society for Testing and Materials) standards, ensuring that every component of our playground meets rigorous safety and performance criteria.

GO OUTDOOR AMENITIES



Materials

JUNE, 2024

PLAYGROUND: Engineered Wood Fiber

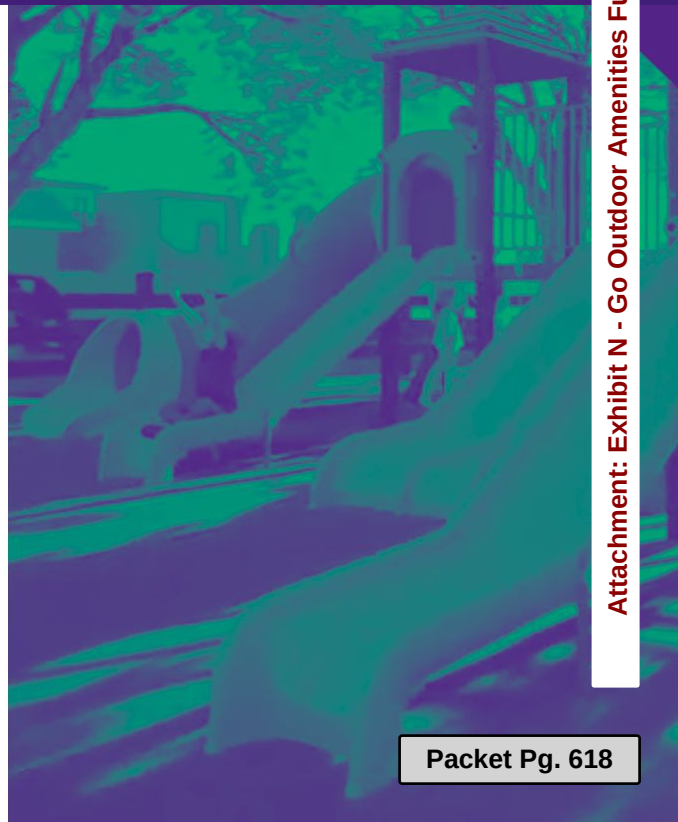
RAILING: Galvanized Steel

SHADE: Galvanized Poles and Shades

FENCE: Engineered Wood Fiber

FLOOR: In-place rubber floor

BENCH: Engineered Wood Fiber



Attachment: Exhibit N - Go Outdoor Amenities Full

Thank You!

GO OUTDOOR AMENITIES

Form **W-9**
(Rev. October 2018)
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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
GO OUTDOOR AMENITIES LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1424 Sumter Ln

Requester's name and address (optional)

6 City, state, and ZIP code
West Melbourne FL 32904

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
8 6 – 3 7 7 5 7 4 0

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 ▶ DIEGO Michelato (May 9, 2024 10:42 EDT) Date ▶ 05/09/2024

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit N - Go Outdoor Amenities Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

By signing the filled-out form, you:

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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

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Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

Attachment: Exhibit N - Go Outdoor Amenities Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Attachment: Exhibit N - Go Outdoor Amenities Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment: Exhibit N - Go Outdoor Amenities Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

City of Holly Hill, Florida

Sunrise Park North Playground - CDBG

ITB NO. 24-BG-04

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

DESIGN. BUILD. PLAY

KORKAT TEAM

YOUR SUPPORT TEAM IN PLAY



ABOUT YOUR TEAM

Who is KORKAT? Named after our owner's daughters Korin & Katie, we have grown since 2003 to be one of the largest recreation distributors in the southeast. With access to over 8,000 recreation equipment components.

Your team includes:

1. A full-time local representative
2. Your own estimator for your project
3. Shipping on our trucks when you are ready
4. Dedicated installation teams

SERVICES TEAM

Where is our equipment made? All of SRP's playground equipment, and most of our other recreation equipment, is manufactured in Carrollton, GA next door to our offices. This offers you a significant discount on shipping and an unparalleled customer service advantage!



DESIGN & FULFILLMENT

Your dedicated design consultant is responsible for working with you from start to finish. They will assist with budgeting, planning, and fulfillment. Your fulfillment team consists of your estimator, designer, and installation coordinator. They are responsible for job costing, laying out components, and interacting with our manufacturing partners. Once your order is placed, your shipping and installation coordinator works with your team and design consultant to ensure a smooth installation and turnover.



DELIVERY & INSTALLATION

Our installation team is comprised of 4 full time installation teams that have extensive construction experience. They have the experience and credentials you are looking for as both Certified Playground Safety Inspectors and certified factory installers.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Pricing

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
5/14/2024	53815

Name & Address for Bill To:

City of Holly Hill
1135 Riverside Dr.
Holly Hill, Florida 32117

Ship To

Sunrise Park North
1135 Riverside Dr.
Holly Hill, Florida 32117

Project or PO #	Rep
	KL

Item	Description	Qty	Cost	Total
SRPFX-50159-R1	THEMED PLAYGROUND STRUCTURE - 5-12 UNIT - SHIP	1	62,756.00	62,756.00T
TFS0039XX	CLOWNFISH RIDER	1	2,490.00	2,490.00T
TFS0040XX	BLUE TANG RIDER	1	2,490.00	2,490.00T
EFR0131XX	THEME PALM TREE SHADE	1	11,976.00	11,976.00T
	SUBTOTAL			79,712.00
DISCOUNT 12%	DISCOUNT 12%		-12.00%	-9,565.44
	SUBTOTAL			70,146.56
INSTALL-PLAYGROUND	INSTALL-PLAYGROUND	1	27,378.00	27,378.00
ENGINEERED DRAWINGS	ENGINEERED DRAWINGS WITH CALCULATIONS	1	1,400.00	1,400.00
	SUBTOTAL			28,778.00
RC-X2S1TSR	ASCEND THRILL TOWER WITH SLIDE	1	79,849.00	79,849.00T
	SUBTOTAL			79,849.00
DISCOUNT 7%	DISCOUNT 7%		-7.00%	-5,589.43
	SUBTOTAL			74,259.57
INSTALL-PLAYGROUND	INSTALL-PLAYGROUND	1	28,052.00	28,052.00
	SUBTOTAL			28,052.00

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
770-214-9322	770-214-9323	DeannaP@KorKat.com

Total

Signature

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
5/14/2024	53815

Name & Address for Bill To:

City of Holly Hill
1135 Riverside Dr.
Holly Hill, Florida 32117

Ship To

Sunrise Park North
1135 Riverside Dr.
Holly Hill, Florida 32117

Project or PO #	Rep
	KL

Item	Description	Qty	Cost	Total
SHADE	Custom Shade Design - COLUMNS FOR CUSTOM SAIL SHADE: (3) COLUMNS: 08" SCH 40 - 1 @ 9' HT + 6" RECESS TO BASE PLATE. - 1 @ 12' HT + 6" RECESS TO BASE PLATE. - 1 @ 15' HT + 6" RECESS TO BASE PLATE. (3) COLUMNS: 10" SCH 40 - 1 @ 12' HT + 6" RECESS TO BASE PLATE. - 1 @ 14' HT + 6" RECESS TO BASE PLATE. - 1 @ 15' HT + 6" RECESS TO BASE PLATE. FRAME COLOR: TBD SHIPPING WEIGHT: 3,656 LBS	1	21,246.00	21,246.00T
INSTALL-SHADE	INSTALL-SHADE	1	22,198.00	22,198.00

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770-214-9322	770-214-9323	DeannaP@KorKat.com	**Signature**

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Estimate

Date	Estimate #
5/14/2024	53815

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1135 Riverside Dr.
Holly Hill, Florida 32117

Ship To

Sunrise Park North
1135 Riverside Dr.
Holly Hill, Florida 32117

Project or PO #	Rep
	KL

Item	Description	Qty	Cost	Total
SHADE	Custom Shade Design - CANOPIES FOR CUSTOM SAIL SHADE: (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 27' X 35.5' X 39' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 35.5' X 36' X 40' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 29' X 32' X 35' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. FABRIC COLOR: TBD SHIPPING WEIGHT: 190 LBS NOTE: COLUMNS / WALL BRACKETS MUST BE INSTALLED BEFORE FABRIC MEASUREMENTS ARE TAKEN TO ASSURE PROPER FIT. FABRIC DIMENSIONS/SIZE MUST BE PROVIDED TO SRP WITHIN 6 MONTHS OF COLUMN DELIVERY OR SHADE FABRIC WILL BE SUBJECT TO MARKET PRICING.	1	12,742.00	12,742.00T
ABT QUOTE	ANCHOR HARDWARE AND TEMPLATES; INCLUDES STEEL PLATE TEMPLATE AND HARDWARE FOR CAST IN PLACE ANCHORING SYSTEM.	1	150.00	150.00T
ENGINEERED DRAWINGS	ENGINEERED DRAWINGS	1	1,400.00	1,400.00
INSTALL-SHADE	INSTALL-SHADE	1	3,900.00	3,900.00

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Phone #	Fax #	E-mail	**Total**
770-214-9322	770-214-9323	DeannaP@KorKat.com	**Signature**

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
5/14/2024	53815

Name & Address for Bill To:

City of Holly Hill
1135 Riverside Dr.
Holly Hill, Florida 32117

Ship To

Sunrise Park North
1135 Riverside Dr.
Holly Hill, Florida 32117

Project or PO #	Rep
	KL

Item	Description	Qty	Cost	Total
EPDM	EPDM AS FOLLOWS: TOTAL SQUARE FOOTAGE @ 3,965 CRITICAL FALL HEIGHT @ 10' RUBBER TO BE A TOTAL HEIGHT OF 4-1/2" SBR BASE @ 4" EPDM CAP @ 1/2" SUB-BASE OF 4" OF COMPACTED STONE SUPPLIED AND INSTALLED BY KORKAT (THIS PRICE INCLUDES REMOVAL OF EXISTING DIRT TO MAKE SURFACE FINISH GRADE)	1	81,056.00	81,056.00
PERMITTING	MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COST, SITE PLANS OR PERMIT RUNNER FEES) OVER $1,200 WILL BE THE RESPONSIBILITY OF THE CUSTOMER WITH PROOF OF RECEIPTS FOR ALL CHARGES.	1	1,200.00	1,200.00
FREIGHT	SHIPPING & HANDLING	1	4,824.00	4,824.00
NOTE EPDM	PRICE INCLUDES RUBBER, BINDER AND INSTALLATION OF. ALL EPDM IS 50/50 COLOR BLEND WITH BLACK UNLESS NOTED. SOLID COLORS OR MULTIPLE COLORS WILL HAVE AN ADDITIONAL CHARGE APPLIED.		0.00	0.00T

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Phone #	Fax #	E-mail	**Total**
770-214-9322	770-214-9323	DeannaP@KorKat.com	**Signature**

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
5/14/2024	53815

Name & Address for Bill To:

City of Holly Hill
1135 Riverside Dr.
Holly Hill, Florida 32117

Ship To

Sunrise Park North
1135 Riverside Dr.
Holly Hill, Florida 32117

Project or PO #	Rep
	KL

Item	Description	Qty	Cost	Total
	PRICE ASSUMES FREE AND EASY ACCESS TO SITE (LIMITED ACCESS, RESTRICTED HOURS, ETC. ARE EXTRA). PRICE DOES NOT INCLUDE SURVEYING, PERMITS, INSPECTIONS OR LICENSES. PRICE DOES NOT INCLUDE DEMOLITION, SITE PREP, SOIL TESTING OR GRADING. PRICE DOES NOT INCLUDE DRAINAGE SYSTEMS, STONE WORK OR CONCRETE WORK PRICE DOES NOT INCLUDE TEMPORARY FENCING OR SECURITY. ALL FOOTERS FOR EQUIPMENT MUST BE COMPLETELY FILLED AND COMPACTED. *IF STONE WORK IS INCLUDED IN SCOPE OF WORK THE ALLOWANCE IS SET AT 4 INCHES OF STONE, ANY ADDITIONAL STONE WILL HAVE ADDITIONAL CHARGES APPLIED. SITE CONDITIONS MUST BE WITHIN 2% OF GRADE FOR STONE OR CONCRETE WORK. SITE MUST CONSIST OF LEVEL COMPACTED SURFACE. ESTIMATE WILL REFLECT A SEPARATE LINE ITEM WITH A PRICE FOR ANY ITEMS THAT ARE IN ADDITION TO ITEMS NOT INCLUDED IN STANDARD PRICING. ANY AREA OVER 1200 SQUARE FEET WILL RESULT IN A VISIBLE SEAM IN THE SURFACING. IF SUB-BASE IS EXISTING; WARRANTY ON RUBBER IS IN			

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Phone #	Fax #	E-mail	**Total**
770-214-9322	770-214-9323	DeannaP@KorKat.com	**Signature**

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
5/14/2024	53815

Name & Address for Bill To:

City of Holly Hill
1135 Riverside Dr.
Holly Hill, Florida 32117

Ship To

Sunrise Park North
1135 Riverside Dr.
Holly Hill, Florida 32117

Project or PO #	Rep
	KL

Item	Description	Qty	Cost	Total
	EFFECT BUT WILL NOT COVER DEPRESSIONS, CRACKS, OR ANYTHING ELSE THAT SHORTENS THE LIFE OF THE RUBBER DUE TO EXISTING SUB BASE FAILURE.			

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Phone #	Fax #	E-mail	**Total**
770-214-9322	770-214-9323	DeannaP@KorKat.com	**Signature**

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
5/14/2024	53815

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City of Holly Hill
1135 Riverside Dr.
Holly Hill, Florida 32117

Ship To

Sunrise Park North
1135 Riverside Dr.
Holly Hill, Florida 32117

Project or PO #	Rep
	KL

Item	Description	Qty	Cost	Total
	KORKAT CONTACT KRISTIN LIBBY 407-747-1669 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

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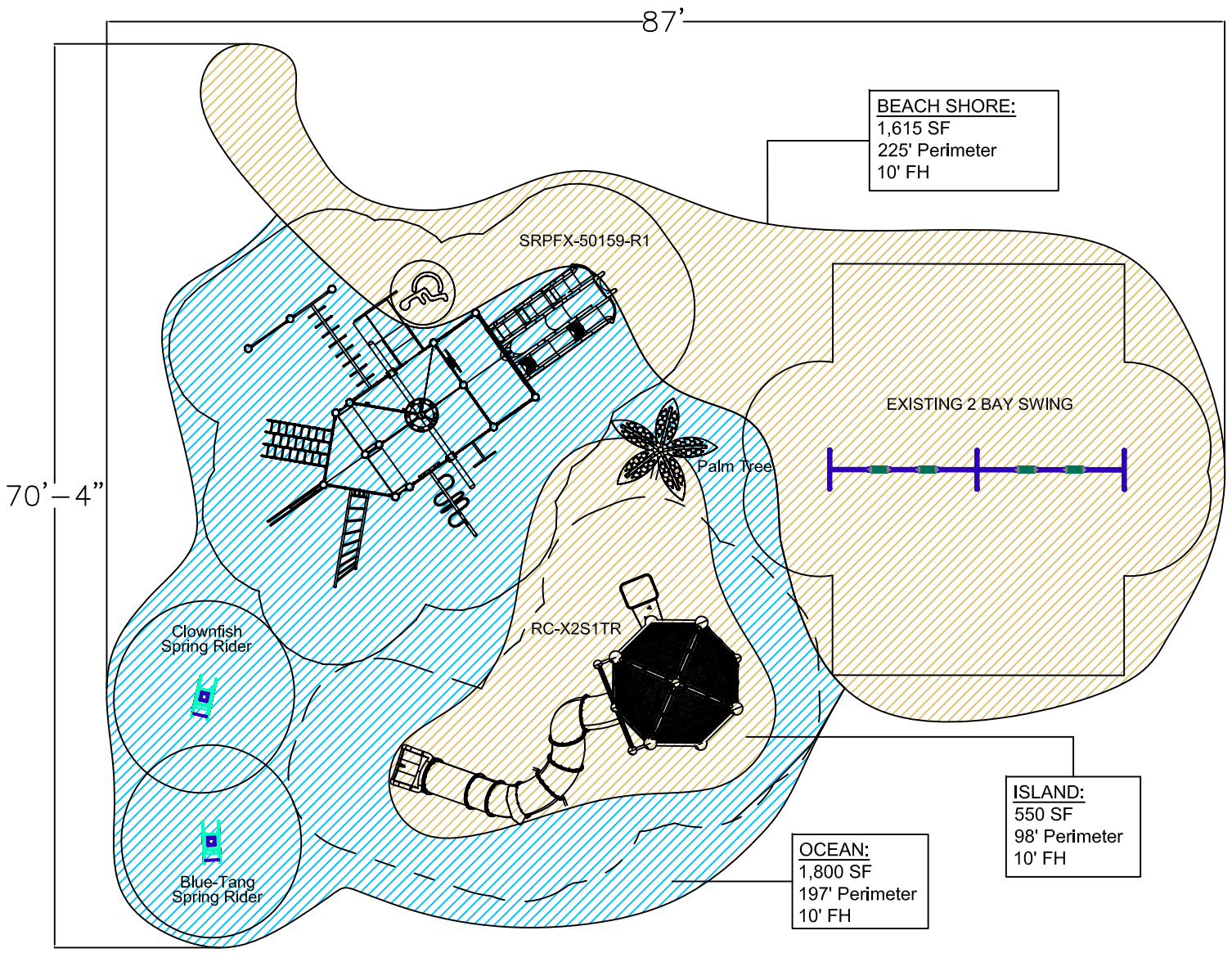
Phone #	Fax #	E-mail	**Total**	$349,952.13
770-214-9322	770-214-9323	DeannaP@KorKat.com	**Signature**	

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PLAYGROUNDS & SITE AMENITIES

Site Plans & Renderings

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Project Name: Sunrise Park North	Surfacing: EPDM		Notes:
Site Plan: SP-61693	Area: Vaires	Perimeter : Varies	
Date: 05-14-2024	Fall Height: 10'	Scale:	
Drawn by: Jera Wein	Timbers:		

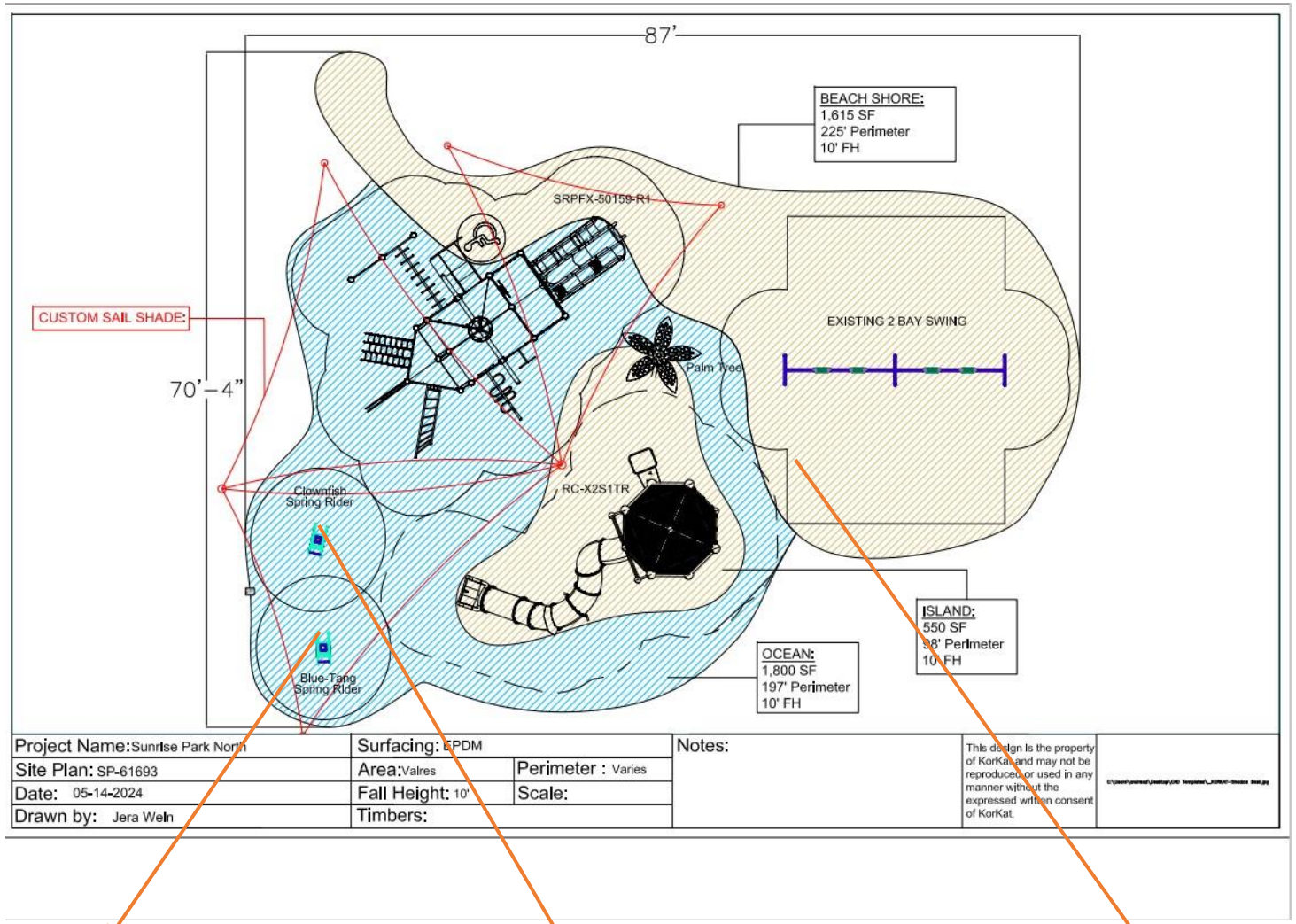
This design is the property of KorKat and may not be reproduced or used in any manner without the expressed written consent of KorKat.

C:\Users\andreac\Desktop\CAD Templates_KORKAT-Sh

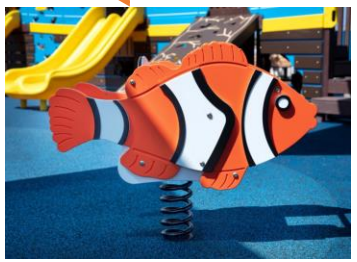
Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Sunrise Park North

Holly Hill, FL







EPDM Poured in Place surfacing will be designed with coloring to create a pattern to form the "island" and "water" for the playground area

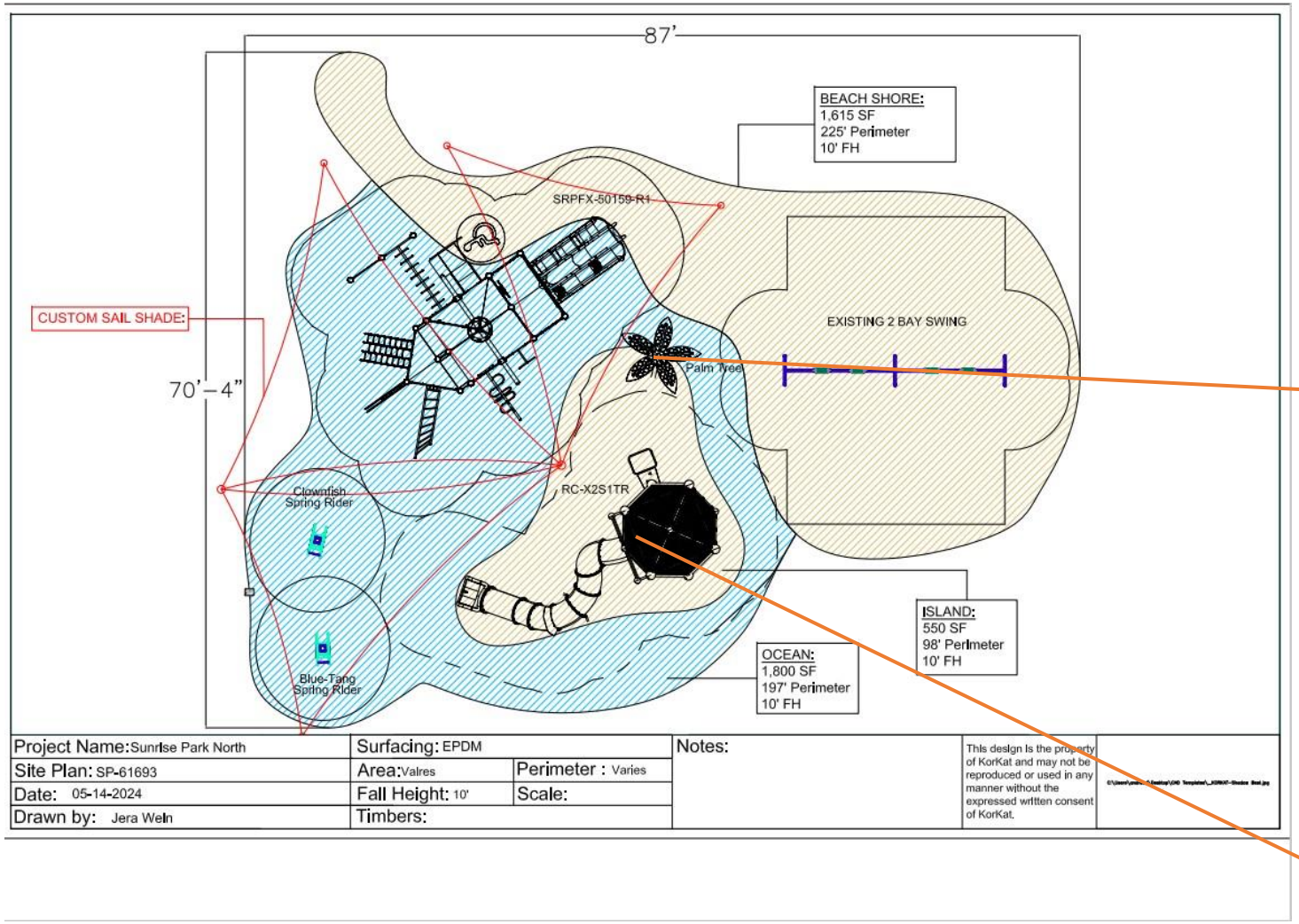
HOLLY HILL
FLORIDA

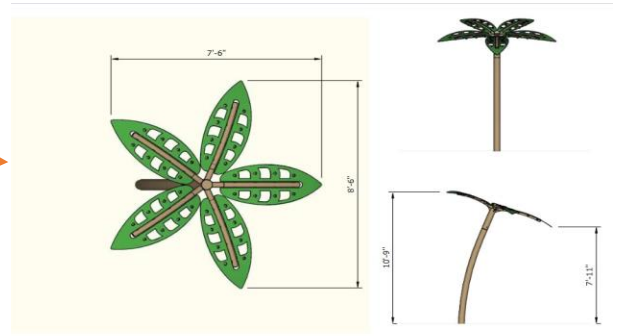
KORKAT
PLAYGROUNDS & SITE AMENITIES

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North

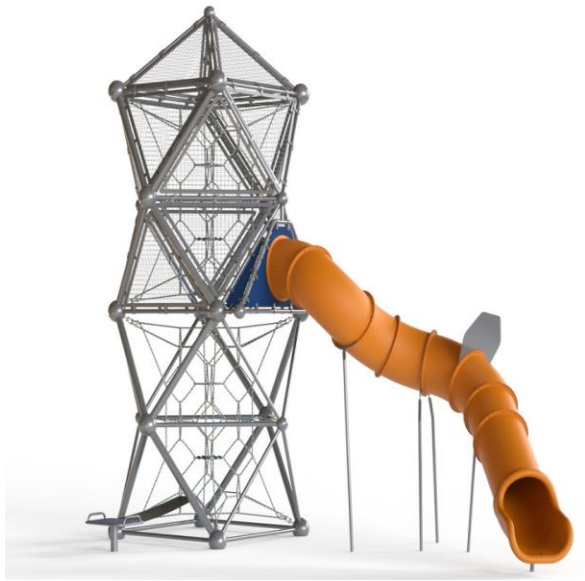
Sunrise Park North

Holly Hill, FL





Palm Tree Shade on Island



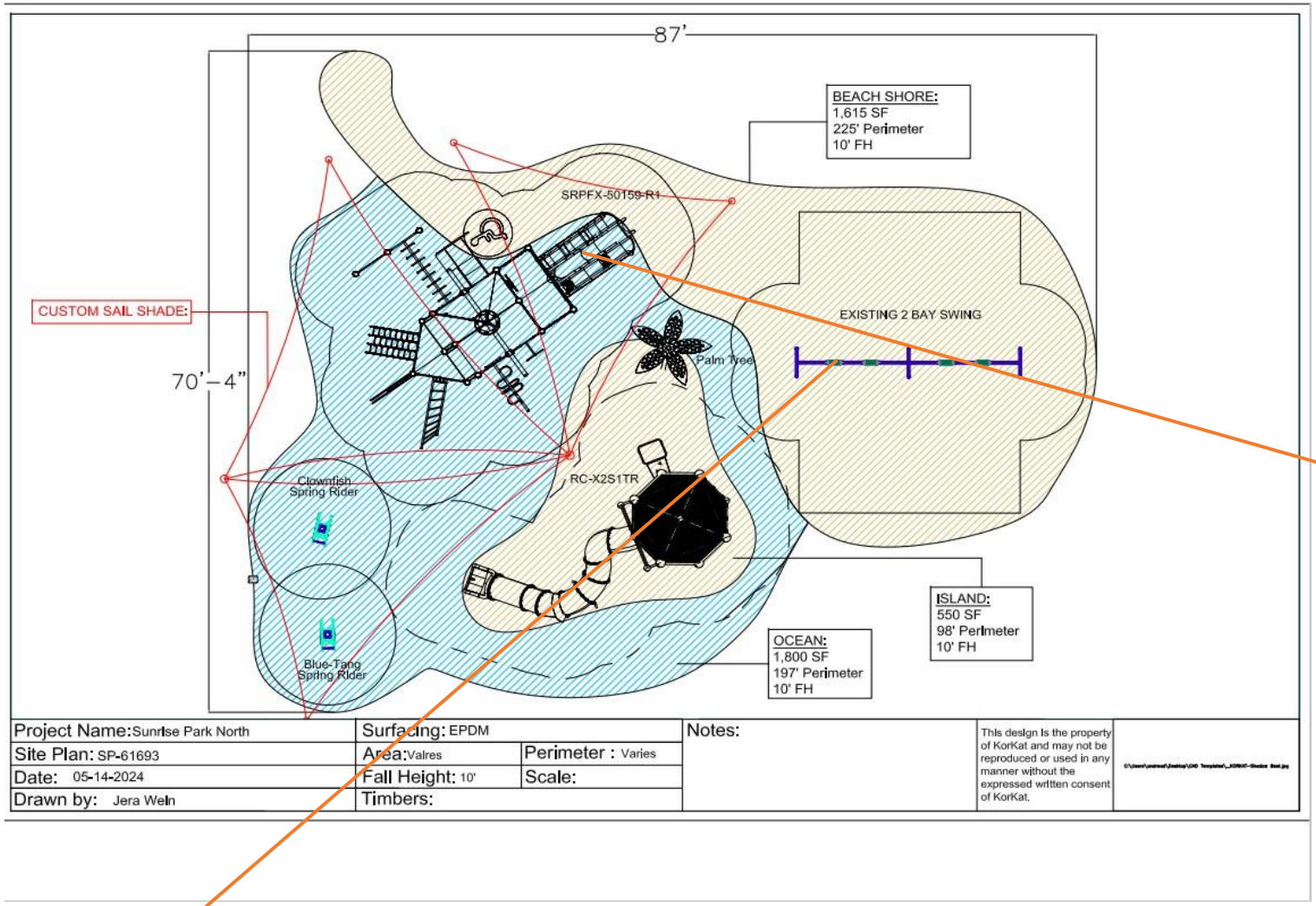
The eye-catching Ascend Thrill Tower with Slide is designed to make a statement! Located on the "island" creating a "lookout tower" children will develop confidence, coordination, and growing muscles while exploring this freestanding climber. It's constructed from a durable and easy-to-touch 20mm rope and steel frame.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North

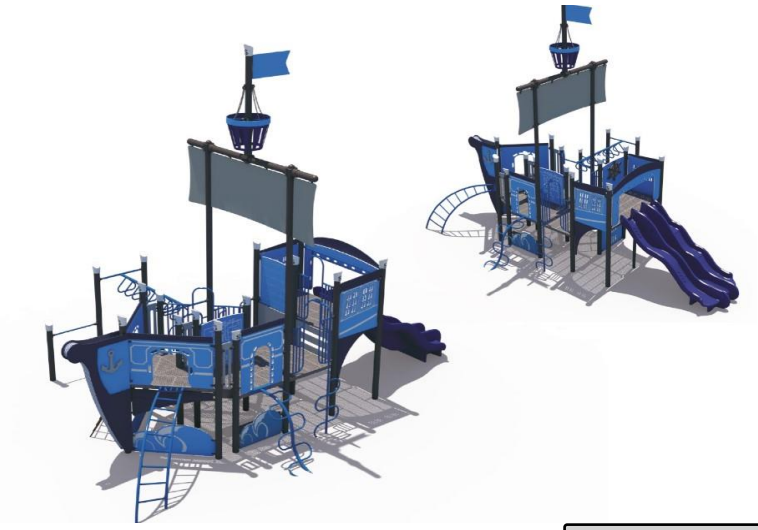
Sunrise Park North

Holly Hill, FL

PLAYGROUNDS & SITE AMENITIES







2-Bay Swing on "land"

This ADA compliant, themed "Holly Hill" customized playground ship is complete with a treasure maze, that will surely bring out the pirate in your child! This playground features tons of climbing elements, like our Cargo Net Climber and slides! It will be in the "water" located under custom sail shades.

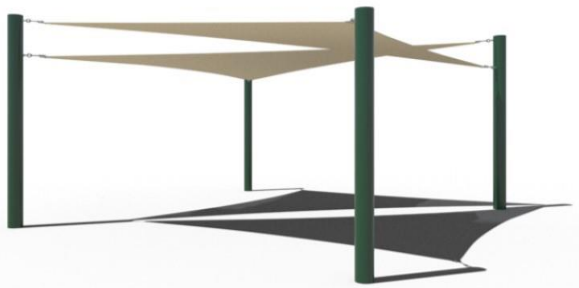
Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North

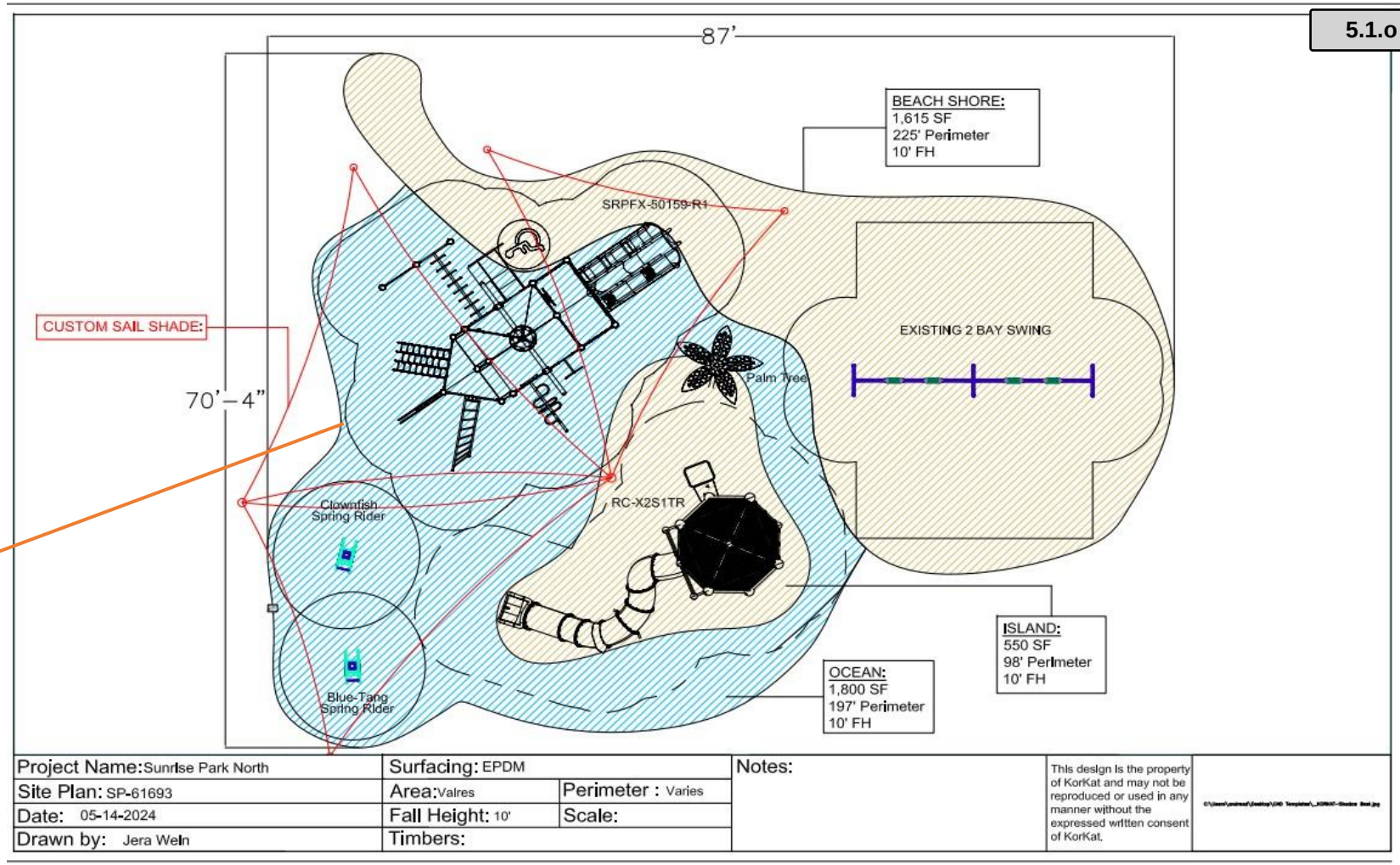
Sunrise Park North

Holly Hill, FL

KOR KAT
PLAYGROUNDS & SITE AMENITIES

HOLLY HILL
FLORIDA

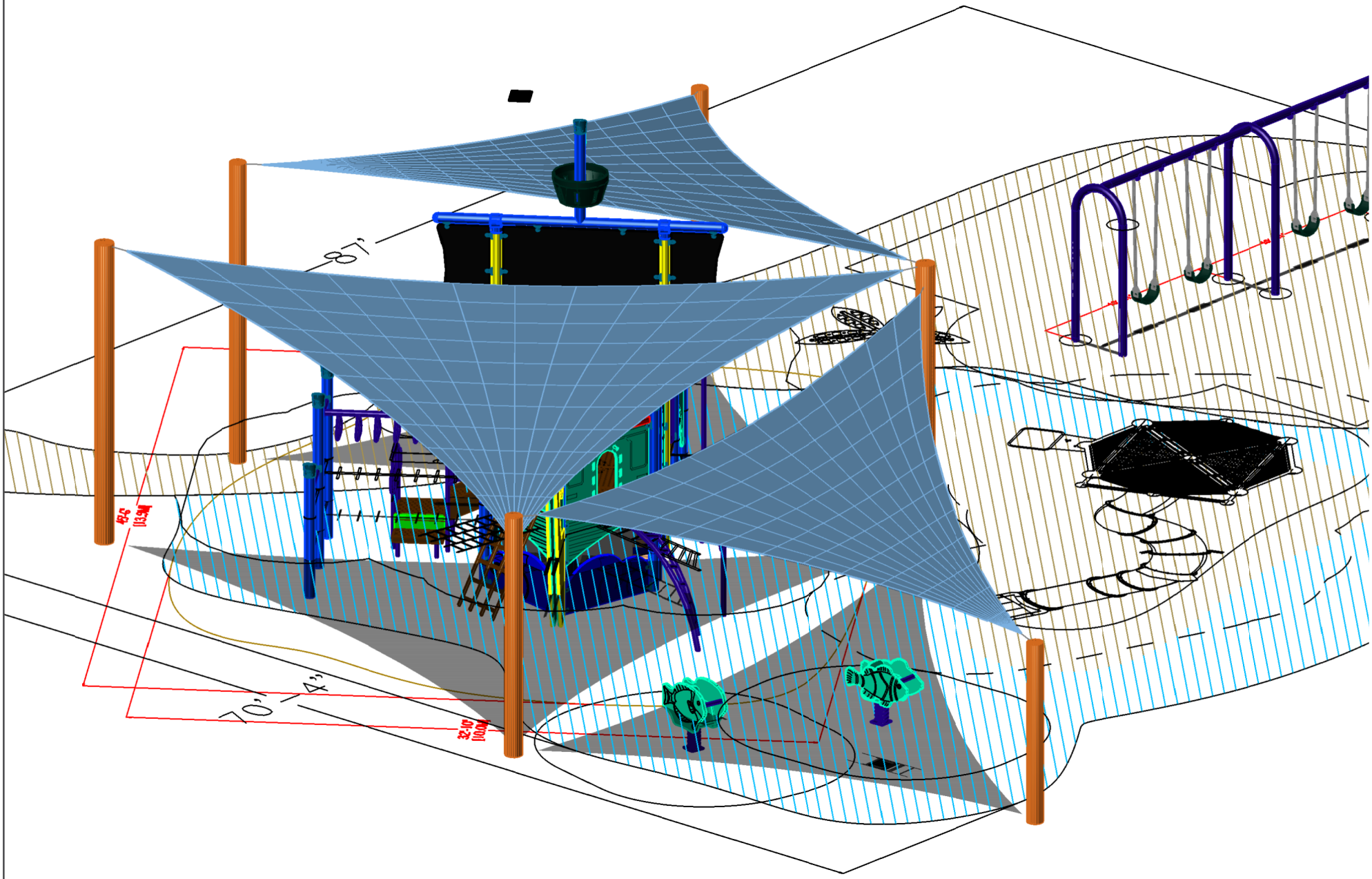




Project Name: Sunrise Park North	Surfacing: EPDM		Notes:	This design is the property of KorKat and may not be reproduced or used in any manner without the expressed written consent of KorKat.
Site Plan: SP-61693	Area: Valres	Perimeter : Varies		
Date: 05-14-2024	Fall Height: 10'	Scale:		
Drawn by: Jera Weln	Timbers:			

This custom designed 3-sail shade creates a beautiful architectural design for the outdoor space while being high wind rated, fire retardant and providing SPF protection.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North



Superior Shade

PROJECT NAME
SUNRISE PARK NORTH

QUOTE
QUO0284833

TITLE
Proposal

DATE
5/24/2024

DRAWN BY
JSJ

SCALE
Not to Scale

SHEET
1 of 1

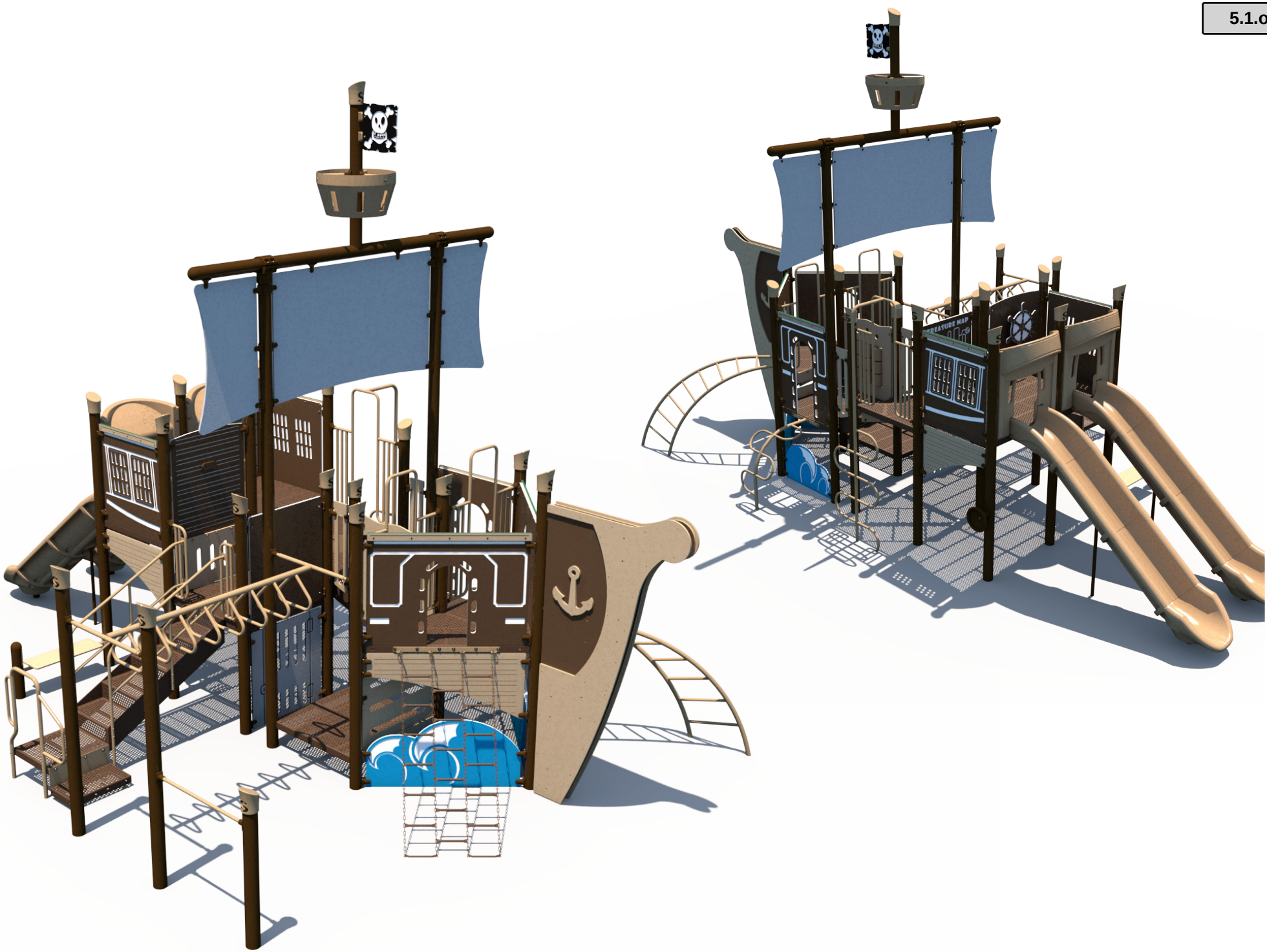
These drawings are for reference only and should not be us as construction details. They show the general character a rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of fin shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon re

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PLAYGROUNDS & SITE AMENITIES

Specs

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

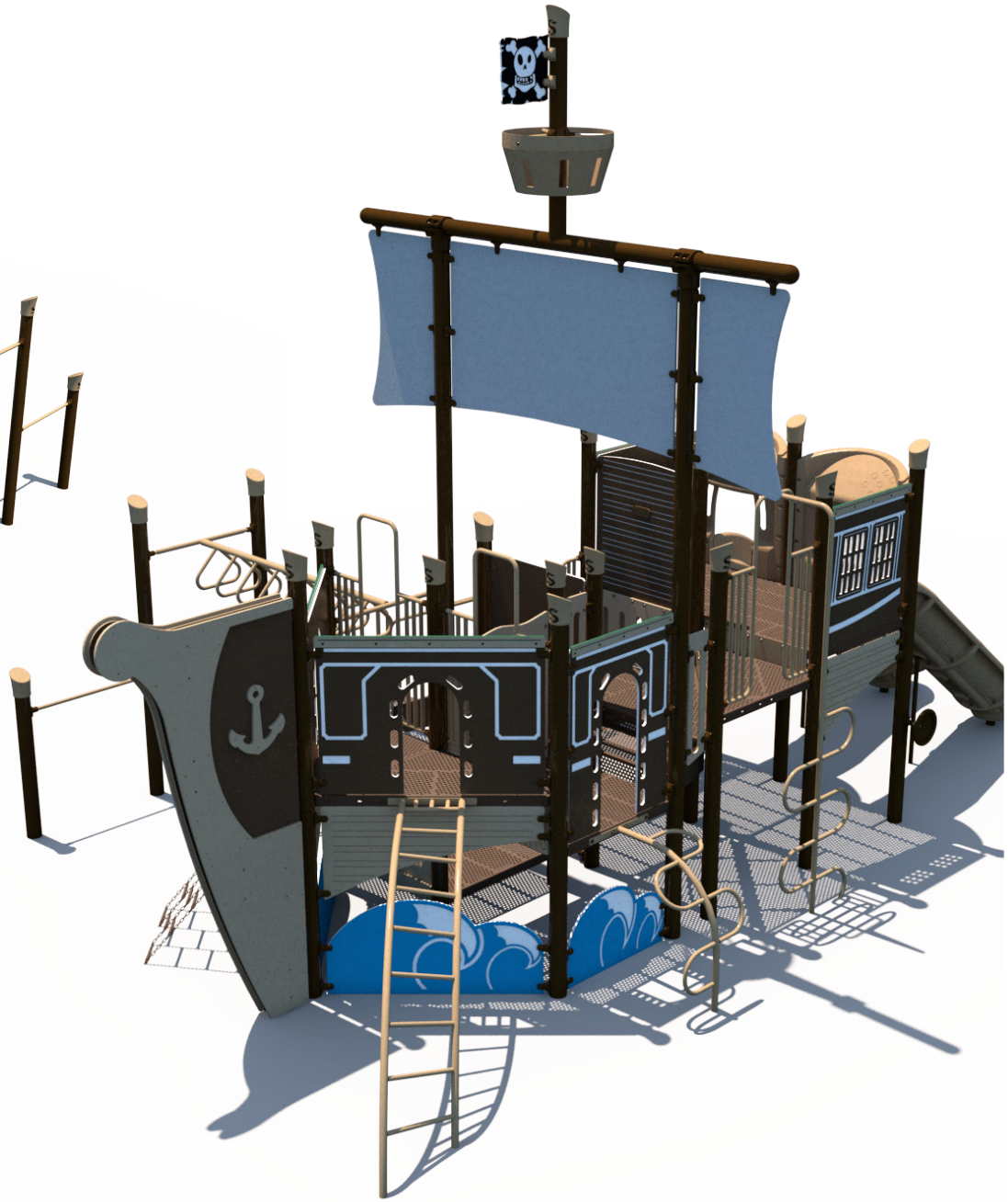
SRPFX

Structure: SRPFX-50159-03
Age: 5-12 **Series: Steel** **Access: Transfer**

Preliminary C

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion



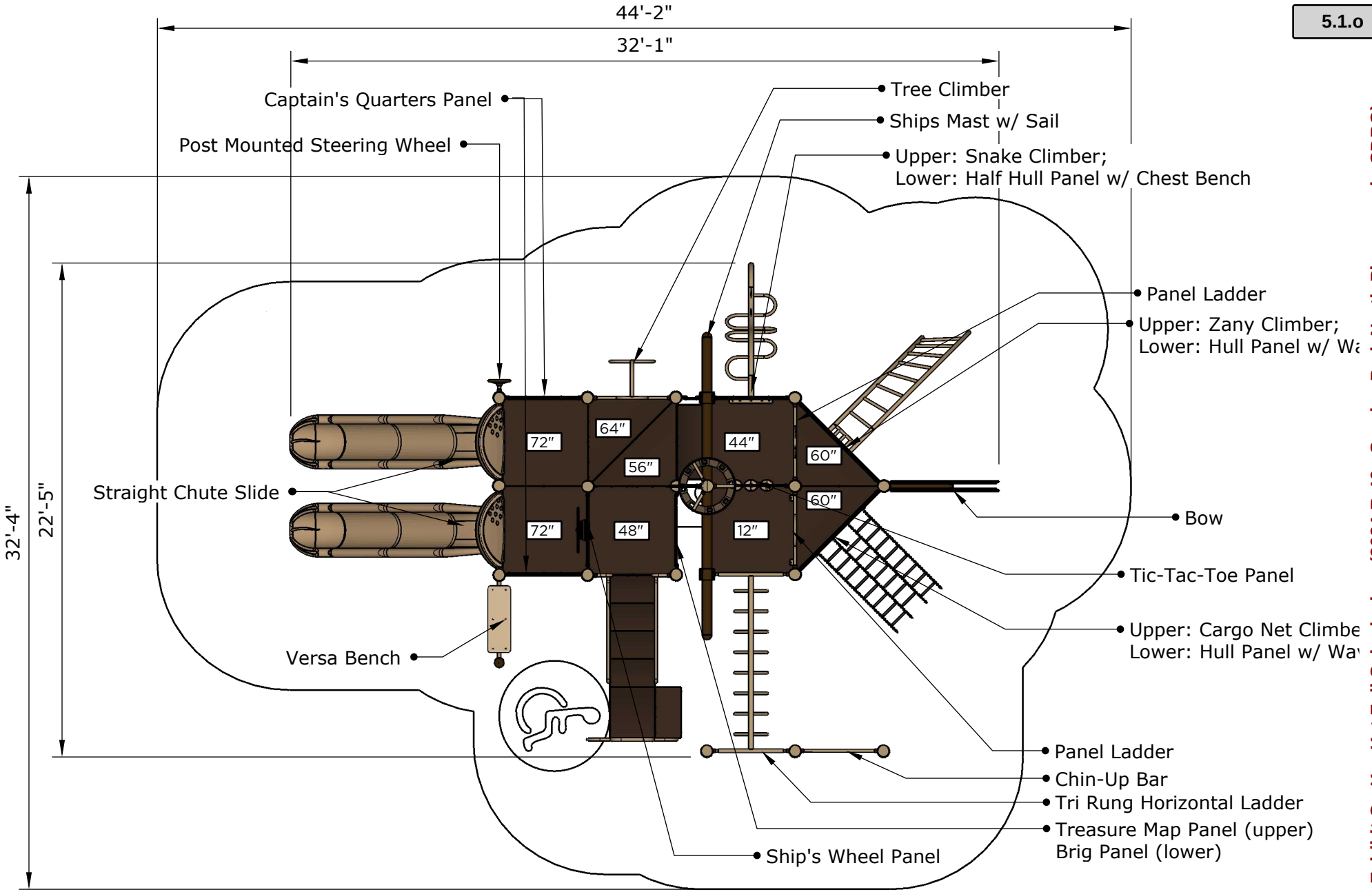


Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SRPFX **Structure: SRPFX-50159-03**
Age: 5-12 **Series: Steel** **Access: Transfer**

Preliminary C

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion

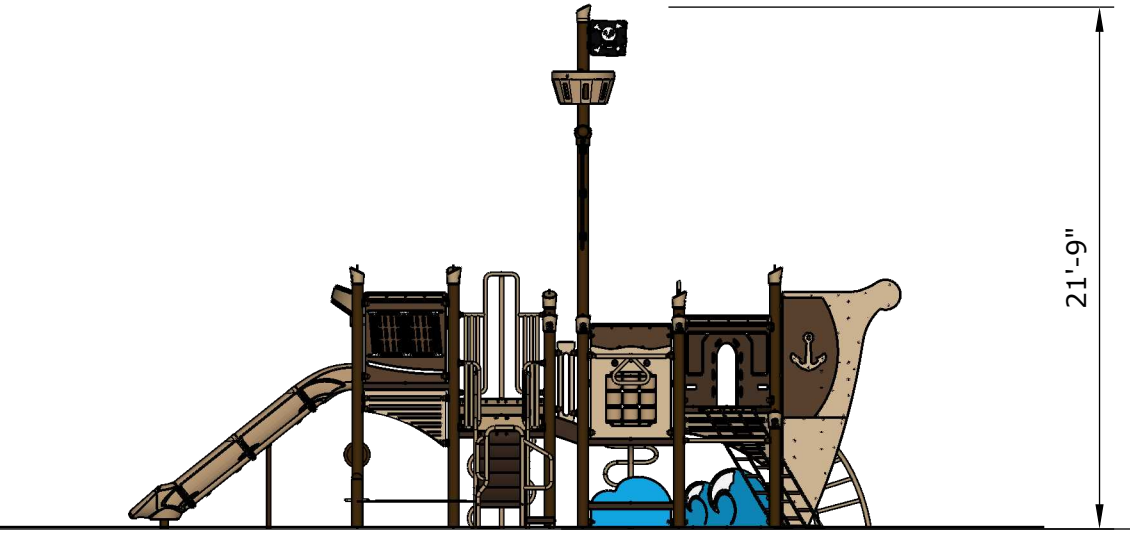


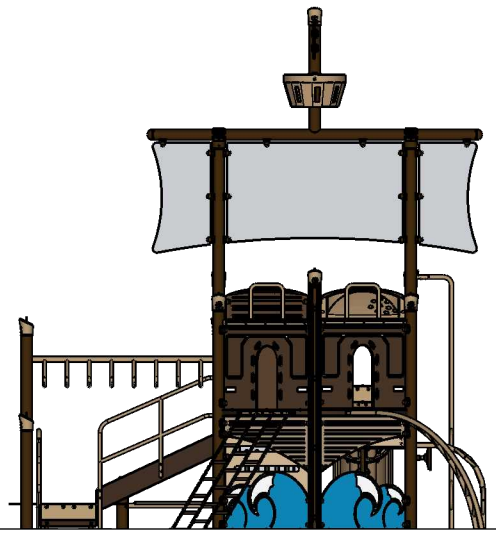
Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	72	44'x34'	6'	33'x21'	33	12

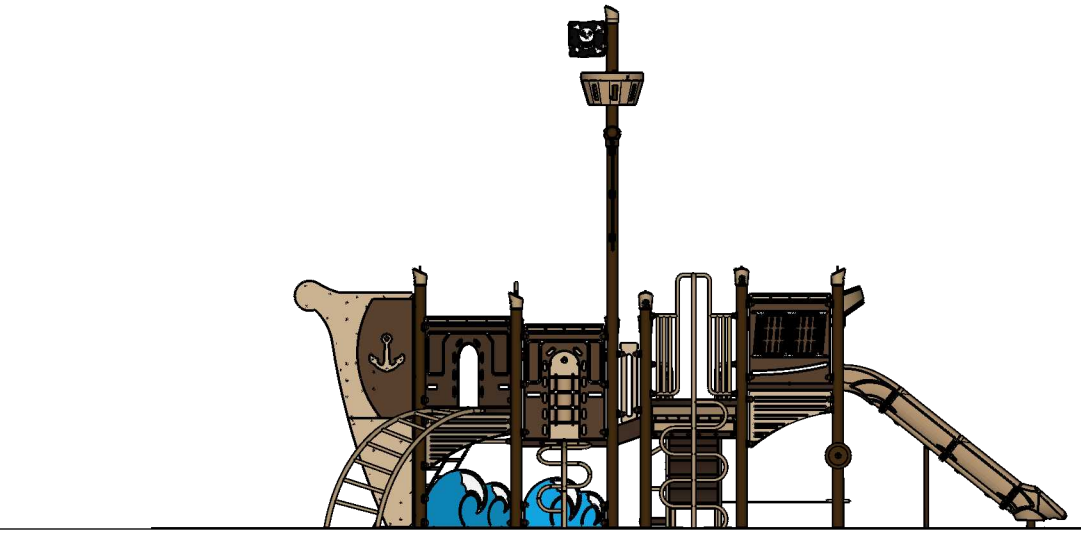
Scale: 1/6" = 1'

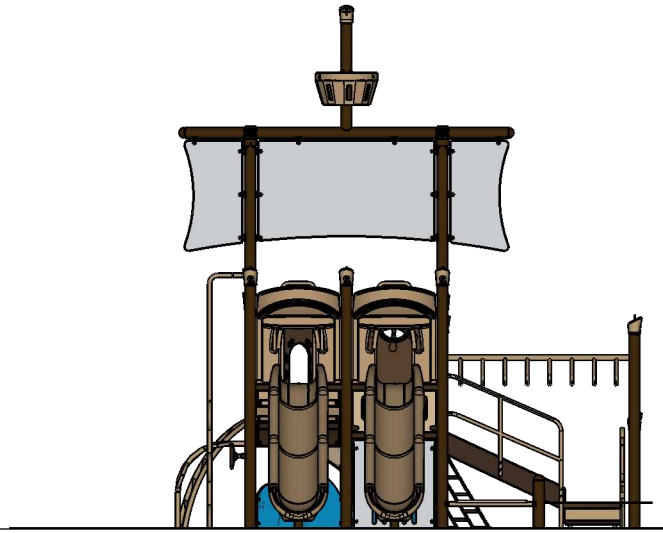
	Ground Level Accessible Play Activities	Ground Level Accessible Acti Types
Required	4	3
Provided	3	3

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)









Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	72	44'x34'	6'	33'x21'	33	12

0 4

Scale: 1/8" = 1'

Structure: SRPFX-50159-03
Age: 5-12 **Series: Steel** **Access: Transfer**

Preliminary C

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

Clownfish Rider: TFS0039xx



ROTATIONALLY MOLDED PLASTIC COLORS

Yellow, Orange, Red, Burgundy, Deep Periwinkle, Electric Purple, Dark Blue, Blue, Ocean Blue, Spring Green, Green, Patina, Feather Gray, Iced Coffee

POWER COATED COLOR OPTIONS

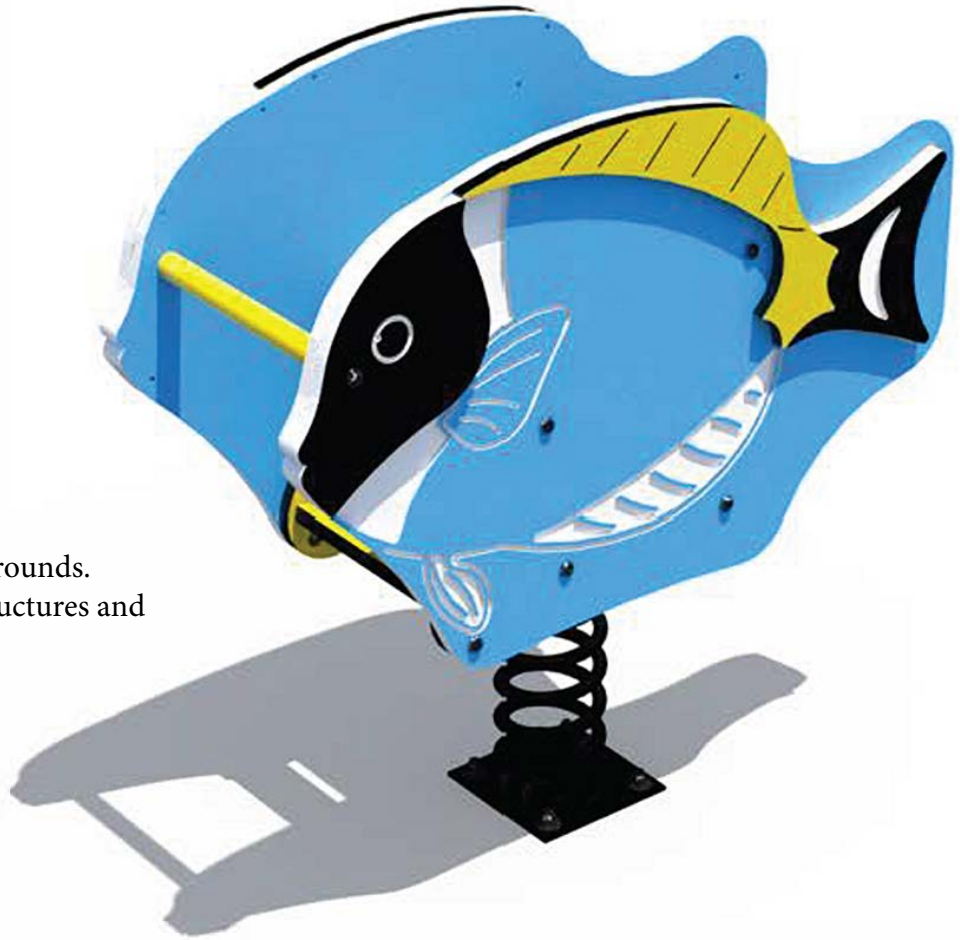
Yellow, Butterscotch, Orange, Red, Burgundy, Electric Purple, Feather Gray, Blue, Ocean Blue, Deep Periwinkle, Patina, Spring Green, Green, Iced Coffee, Deep Green, Brown, Black, Starry Night, Iron Gray, Rubbed Bronze, White

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Blue Tang Rider
TFS0040XX

- Use zone: 17' x 17'
- Ages: 2-5



Description

Our themed spring riders compliment our themed playgrounds. Create an ocean themed playground with our themed structures and matching Blue Tang and Clownfish spring riders!

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North

SUPERIOR RECREATIONAL PRODUCTS
Playgrounds

Palm Tree - Metal Leaves - 5" Post - Freestanding • Model EFR0131XX

1050 Columbia Dr • Carrollton, GA 30117 • 800-327-8774 • sales@silbrands.com

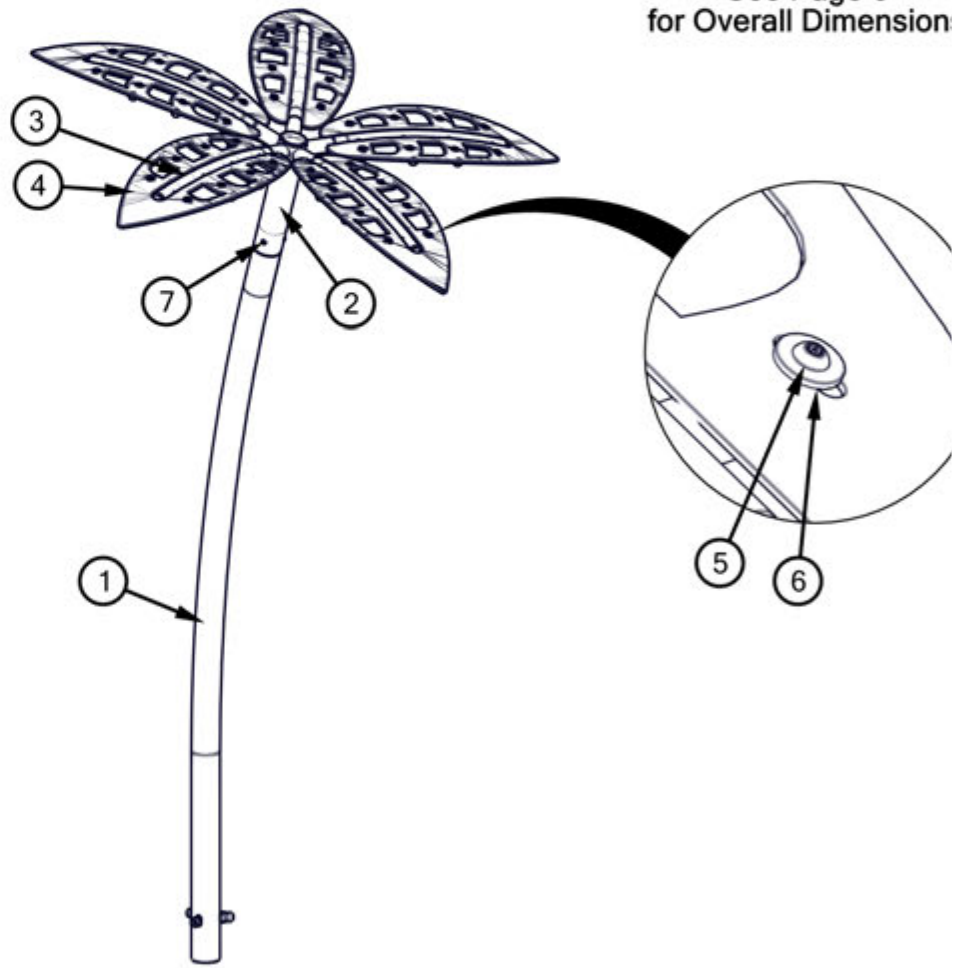
INSTALLATION GUIDELINE

USER GROUP: 2-5 Years, 5-12 Years
RECOMMENDED CREW: 2 People
TOOLS REQUIRED:
- TT-45 Torx
- Level, Square
- Auger / Post Hole Digger / Shovel
- Drill Bits: 21/64"
- High Speed 3/8" Electric Drill with Clutch

NOTE: Use of any other driver may result in damage to product, tool, and/or hardware!
INSTALLATION TIME: 3 Hours
WEIGHT: 300 lbs.
CONCRETE REQUIRED: (7.5) 80lb. bags - 4.5 ft^3
NOTE: Concrete must have a minimum rating of 2,500 psi and must be mixed per manufacturer's recommendations.

ITEM	Part No.	QTY	DESCRIPTION
1	PSA-5734XX	1	Wldmnt. - Palm Tree Shade Post
2	AFB-35363XX	1	Wldmnt. - Palm Tree Shade Crown
3	AFB-35369XX	5	Wldmnt. - Palm Tree Shade Branch
4	PLT-5258XX	5	PLT - Palm Tree Shade Leaf Plate
5	HWB0286	40	Bolt 3/8"-16 x 1-1/4" TORX Security with Patch
6	HWWR0092	40	Washer 3/8" ID x 1-1/4" OD x 0.12 thick Flat SS
7	HWS0081	8	Screw 3/8"-16 x 1-1/4" Self-Tapping Torx w/Patch

See Page 6 for Overall Dimension



PRE-INSTALLATION CHECK:

Customer is responsible for verifying materials received by comparing received items with packing list. If any parts are missing or damaged, including documentation, contact your local sales representative immediately.

Supplier is not responsible for items discovered missing after 72 hours from time of delivery.

Before beginning installation, all installers must read and understand the Installation Introduction manual as supplied. If you did not receive a copy, or if you have any questions regarding any information in the Installation Instructions or this Installation Guideline, contact your local sales representative.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SUPERIOR RECREATIONAL PRODUCTS
Playgrounds

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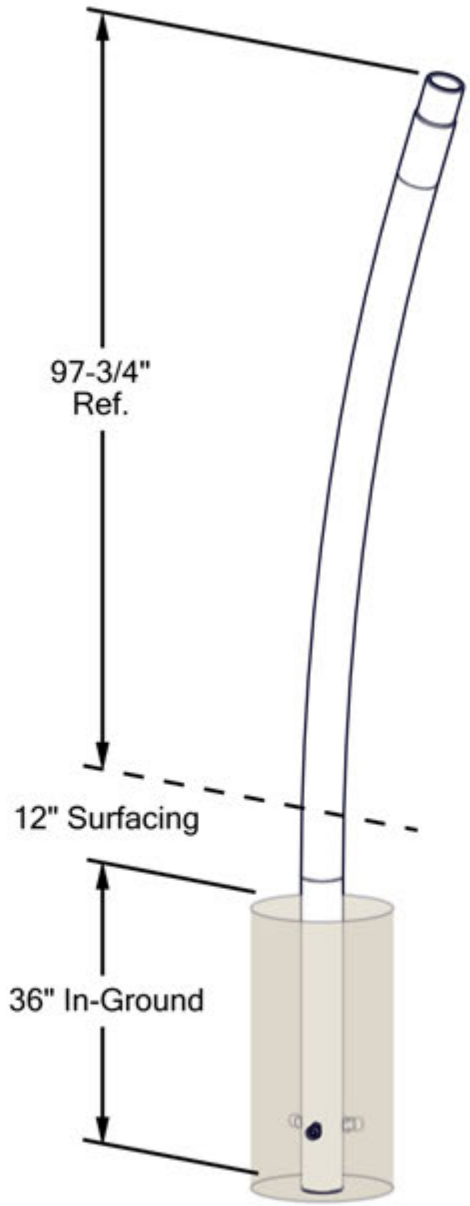
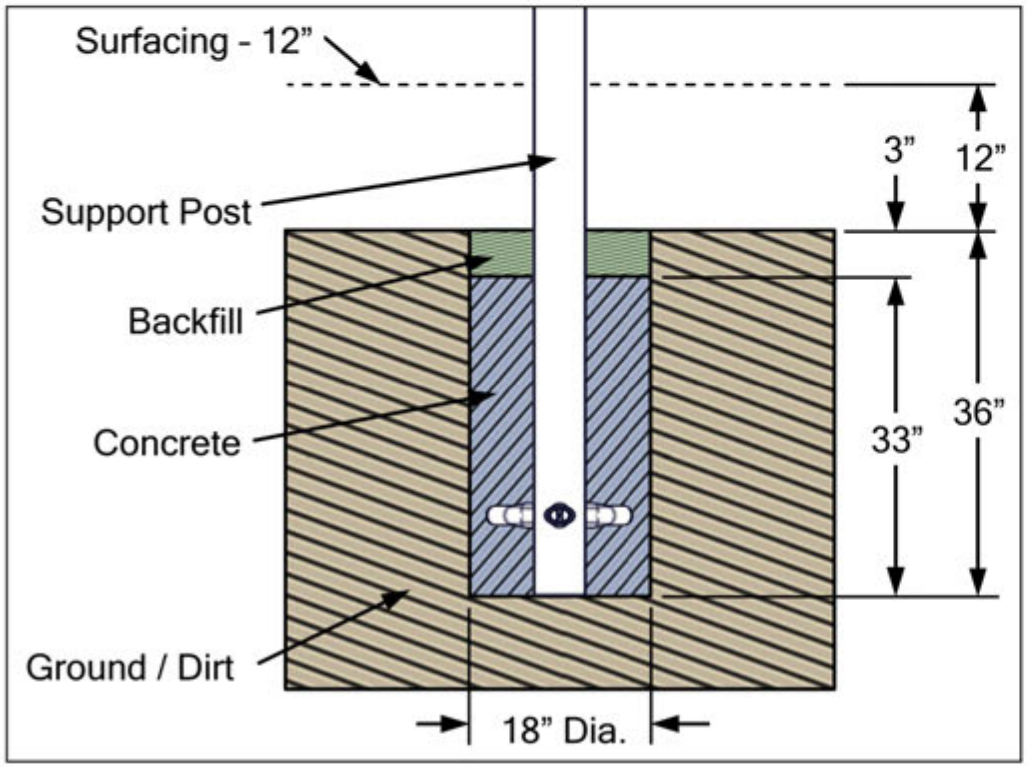
INSTALLATION GUIDELINE

STEP 1
Prepare footing hole and set support post. Refer to site plan drawing and site elevation drawing for placement of all support posts. Installer is responsible for proper location of all support posts. Footing hole for palm tree must be 18" diameter and 36" deep plus 12" surfacing. If surfacing is less than 12", deepen footing hole as needed. Ensure straight section of post is plumb. Verify orientation of curved section. Fill footing hole with concrete to within 3" from ground surface. Allow concrete to cure based upon manufacturer's instructions. Backfill footing hole with dirt, flush with grade. See Detail 1-1 for footing hole details.



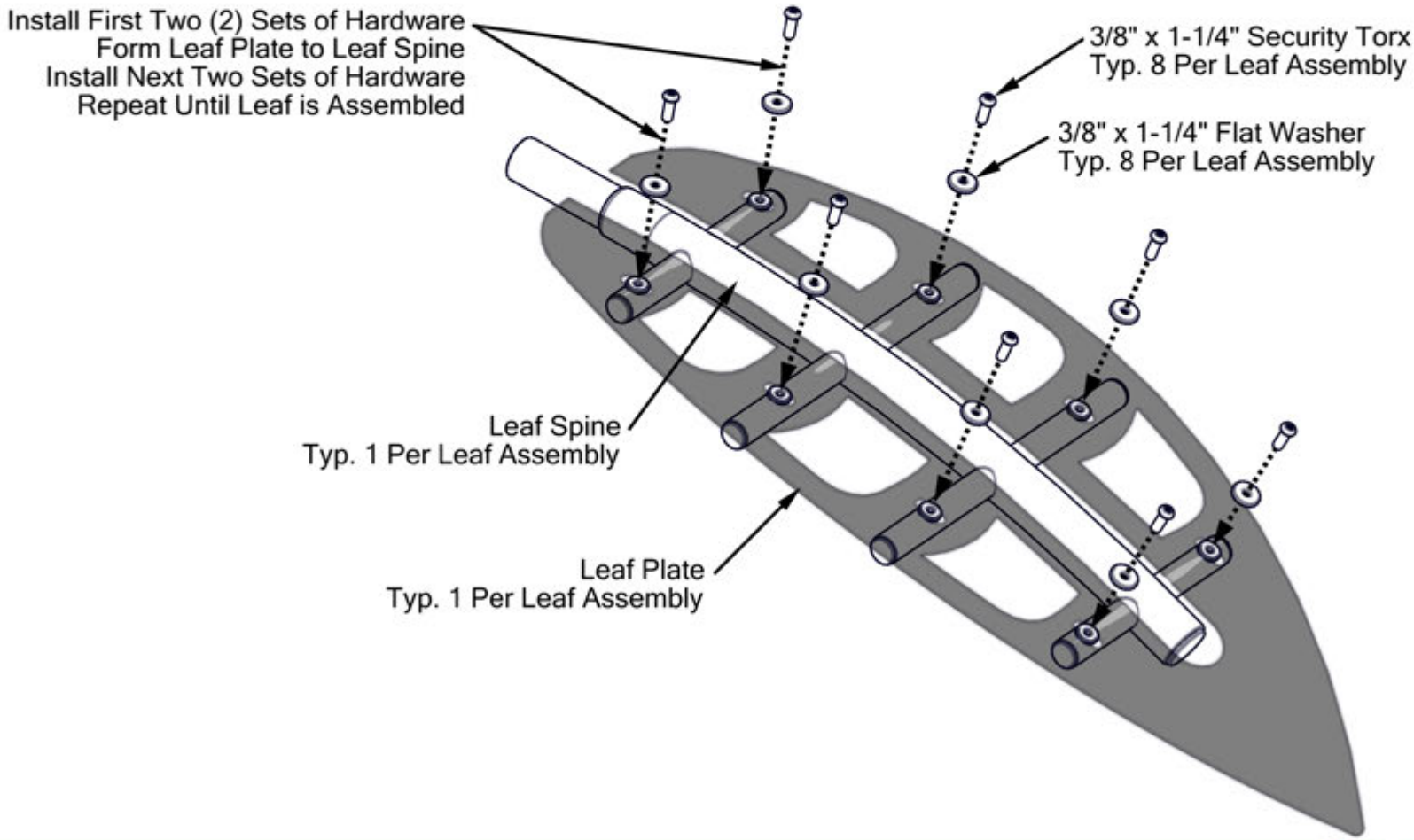
Detail 1-1



Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

1050 Columbia Dr • Carrollton, GA 30117 • 800-327-8774 • sales@silbrands.com
INSTALLATION GUIDELINE

STEP 2
Assembly leaves. For each assembly, align slots in leaf plate with inserts in leaf spine. Start at one end of leaf plate and secure leaf plate to spine with two (2) 3/8" x 1-1/4" flat washers and two (2) 3/8" x 1-1/4" security Torx. Form leaf plate to curvature of leaf spine. Install next two (2) sets of hardware. Repeat until leaf plate is fully attached to leaf spine. Repeat STEP 2 for four (4) additional leaf assemblies.



Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SUPERIOR RECREATIONAL PRODUCTS Playgrounds

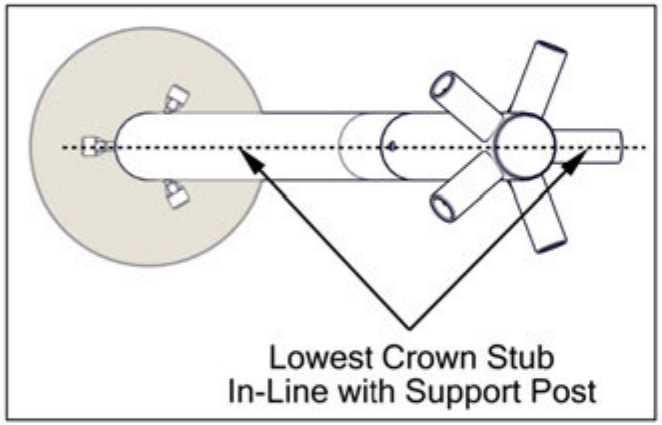
Palm Tree - Metal Leaves - 5" Post - Freestanding • Model EFR0131XX

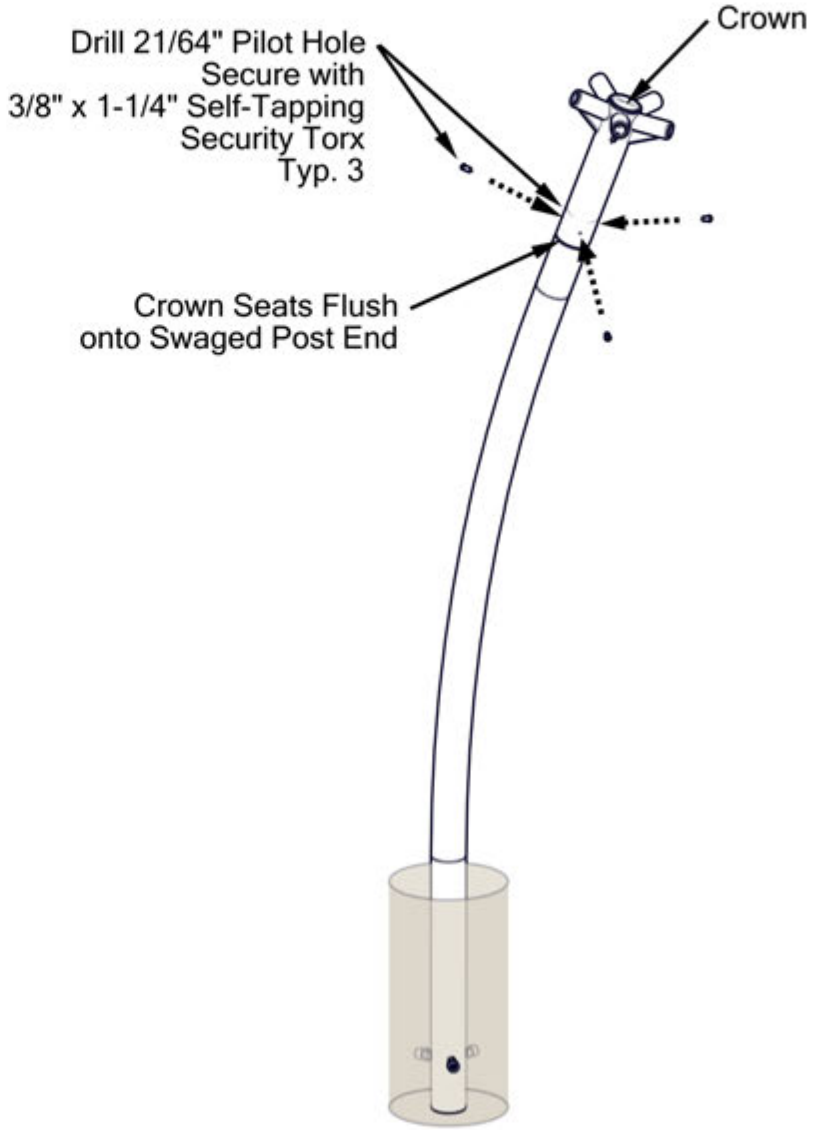
1050 Columbia Dr • Carrollton, GA 30117 • 800-327-8774 • sales@silbrands.com

INSTALLATION GUIDELINE

STEP 3
Mount crown to support post. Ensure crown seats flush onto swaged end of post. Lowest stub of crown should be in-line with curvature of post. See Detail 3-1. Drill three (3) 21/64" pilot holes through pre-drilled holes in crown and into support post. Secure with three (3) 3/8" x 1-1/4" self-tapping security Torx.

Detail 3-1





Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SUPERIOR RECREATIONAL PRODUCTS
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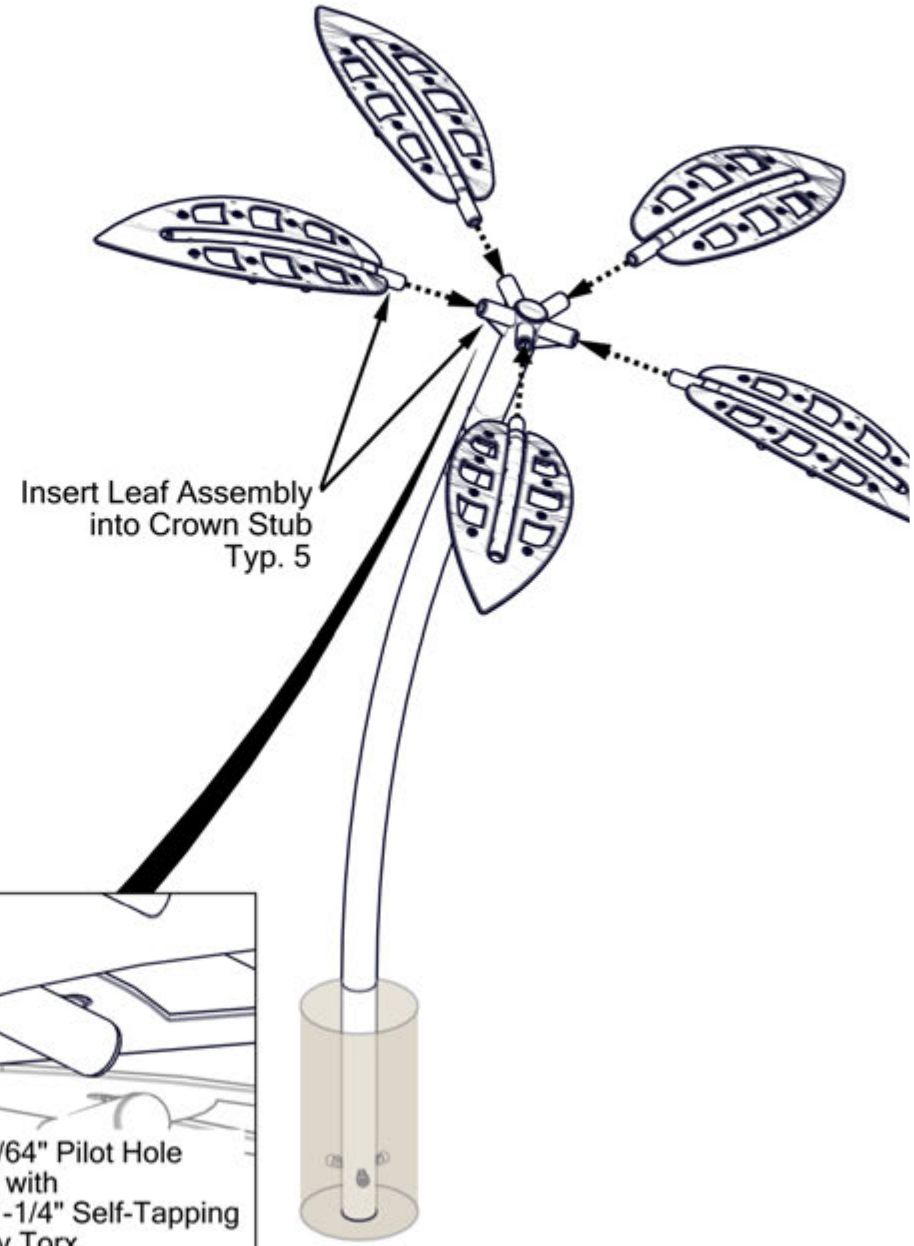
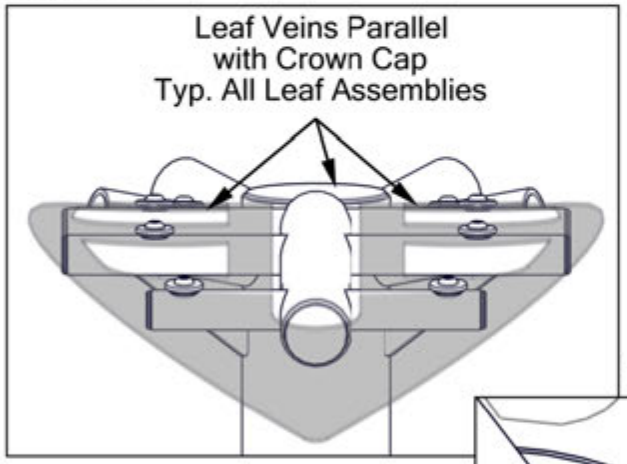
INSTALLATION GUIDELINE

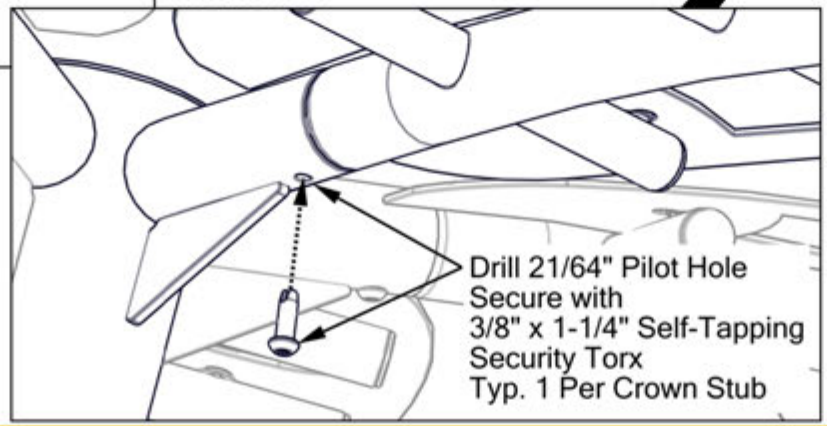
STEP 4
Mount leaf assemblies to crown stubs. Insert swaged end of leaf spine into crown stub. Ensure leaf spine seats flush into stub. Align leaf assembly to be parallel with cap of crown. See Detail 4-1. At bottom of crown stub, drill one (1) 21/64" pilot hole through pre-drilled hole in stub and into leaf spine. Secure with one (1) 3/8" x 1-1/4" self-tapping security Torx. See Detail 4-2. Repeat STEP 4 for four (4) additional leaf assemblies. Check all connections and ensure structure is stable. All concrete must be fully cured before use of structure. Installation is complete. Place one (1) Age Appropriate Sticker on structure in a clearly visible location.



Detail 4-1



Detail 4-2



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SUPERIOR RECREATIONAL PRODUCTS
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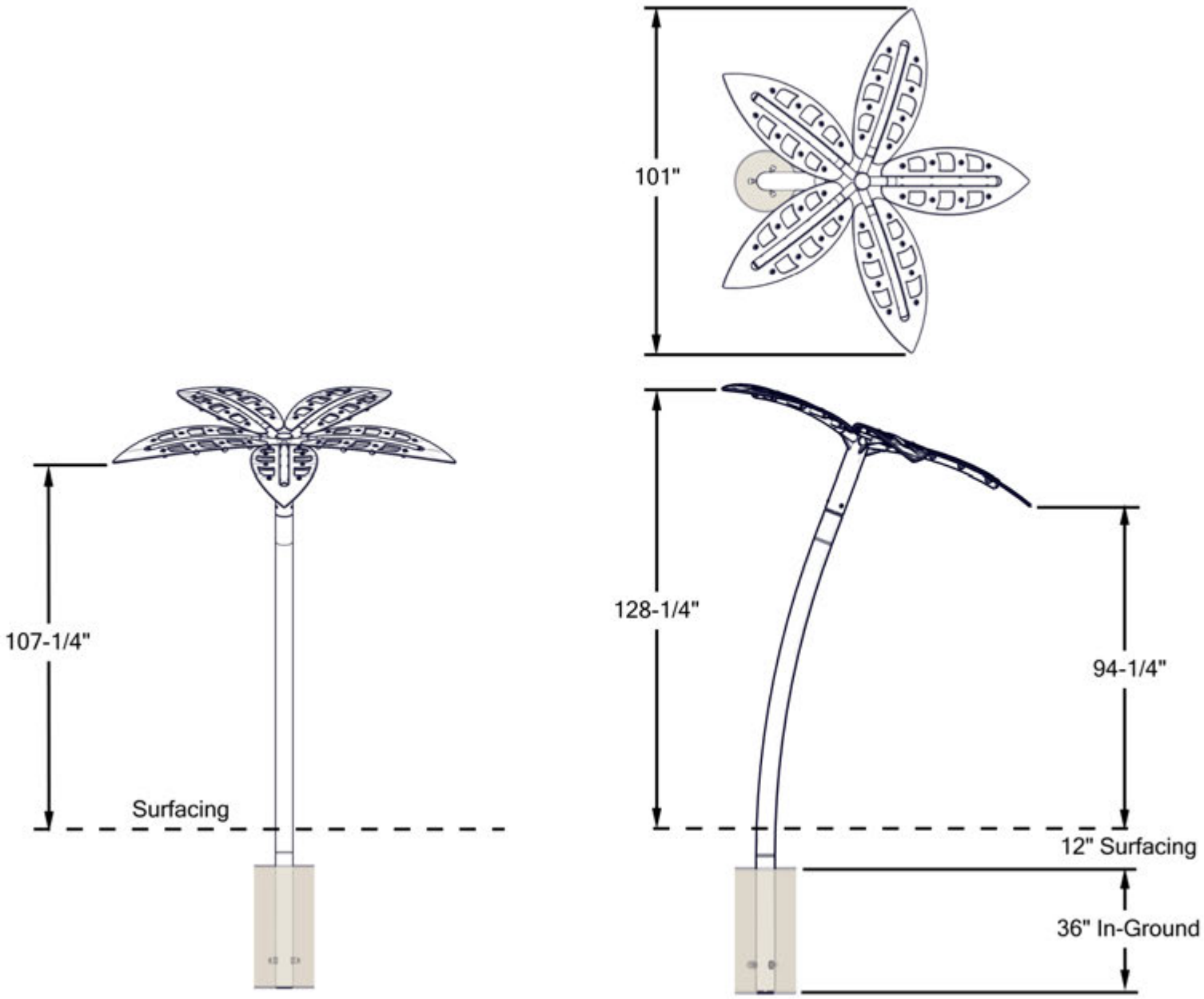
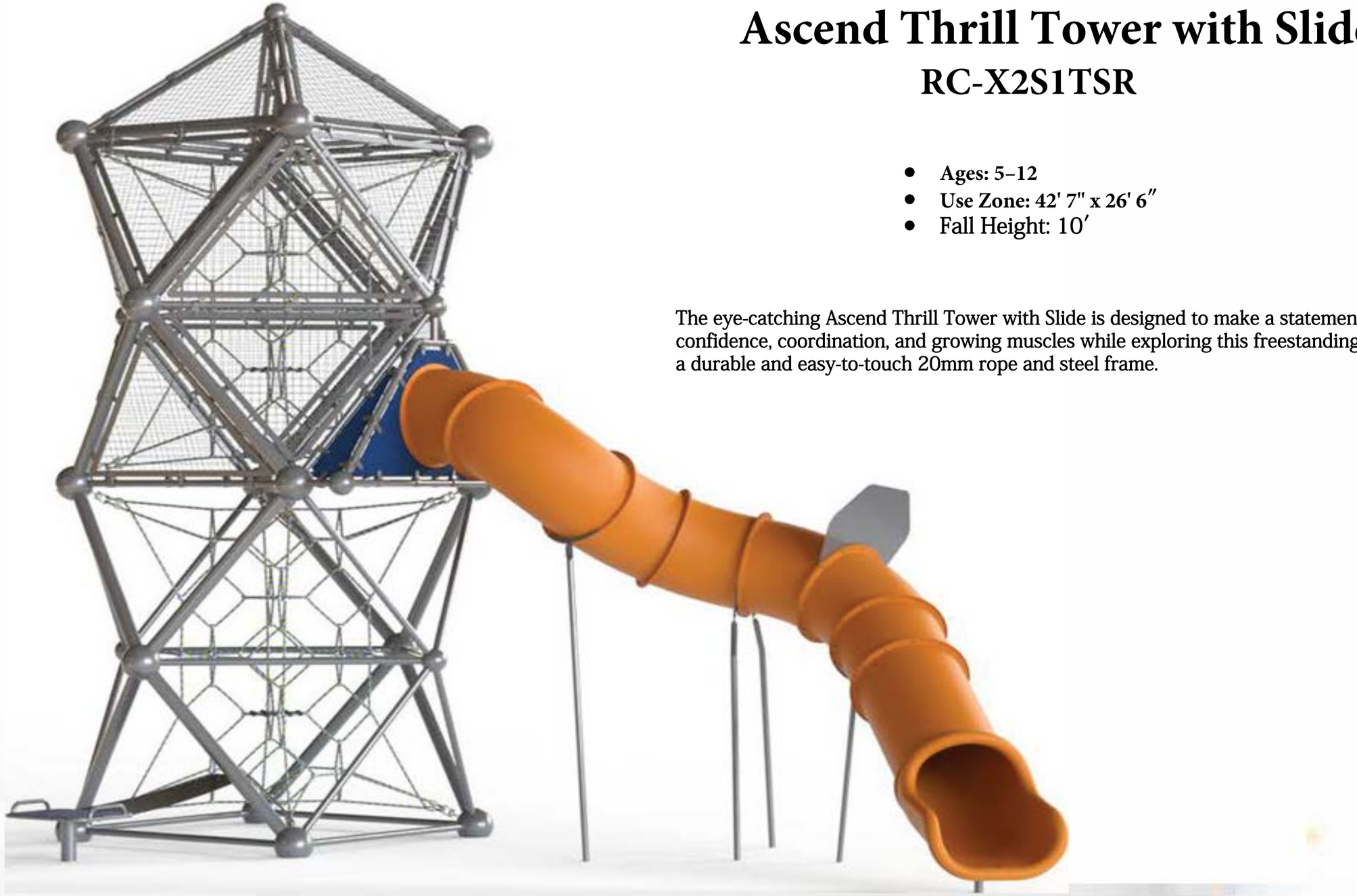
INSTALLATION GUIDELINE



Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Ascend Thrill Tower with Slide

RC-X2S1TSR



- **Ages: 5–12**
- **Use Zone: 42' 7" x 26' 6″**
- Fall Height: 10′

The eye-catching Ascend Thrill Tower with Slide is designed to make a statement. Children will develop confidence, coordination, and growing muscles while exploring this freestanding climber. It's constructed from a durable and easy-to-touch 20mm rope and steel frame.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Required Bid Documents

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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. 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. See Attached

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 attached

K. List your major equipment See attached.

L. Experience in construction work similar in type to this project. See attached

M. Background and experience of the principal members of your organization, including the officers. See attached

N. Credit available: $ 2.3 million

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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

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 June, 20 24.

Lanier Plans, Inc dba KorKat
Name of Bidder

By: 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 Lanier Plans, Inc dba KorKat foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 5th day of June, 20 24.

Notary Public

Leslie N Davis

Notary Public (Print or Type) My commission expires: 9/24/25

LESLIE NICOLE DAVIS NOTARY PUBLIC My Commission Expires 09-24-2025 CARROLL COUNTY, GEORGIA

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

DESIGN. BUILD. PLAY

KORKAT TEAM

YOUR SUPPORT TEAM IN PLAY



ABOUT YOUR TEAM

Who is KORKAT? Named after our owner's daughters Korin & Katie, we have grown since 2003 to be one of the largest recreation distributors in the southeast. With access to over 8,000 recreation equipment components.

Your team includes:

1. A full-time local representative
2. Your own estimator for your project
3. Shipping on our trucks when you are ready
4. Dedicated installation teams

SERVICES TEAM

Where is your equipment made? All of SRP's playground equipment, and most of our other recreation equipment, is manufactured in Carrollton, GA next door to our offices. This offers you a significant discount on shipping and an unparalleled customer service advantage!



DESIGN & FULFILLMENT

Your dedicated design consultant is responsible for working with you from start to finish. They will assist with budgeting, planning, and fulfillment. Your fulfillment team consists of your estimator, designer, and installation coordinator. They are responsible for job costing, laying out components, and interacting with our manufacturing partners. Once your order is placed, your shipping and installation coordinator works with your team and design consultant to ensure a smooth installation and turnover.



DELIVERY & INSTALLATION

Our installation team is comprised of 4 full time installation teams that have extensive construction experience. They have the experience and credentials you are looking for as both Certified Playground Safety Inspectors and certified factory installers.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

DESIGN. BUILD. PLAY.

KORKAT



INTRO TO TEAM

TOP DESIGN SUPPORT

Whether you are a property manager, HOA member, child care director, public school, municipality, parks director, or pool operator, we are sure to have what you're looking for.

FULL-TIME INSTALLERS

We have full-time installers that can install your equipment regardless of your location. Our installers are certified trained installations and certified trained manufacturer's installers.

LOCAL SUPPLIERS

We selectively choose our manufacturing partners for their high quality, innovation, and customer support. Most of our vendors are located within 1/4 mile of our offices.

WE ARE DEDICATED "PLAYGROUND PEOPLE" THAT JUST GET IT

We work with over 700 customers, just like you, per year and each relationship is earned. Each child is unique, each story and need is unique, and we strive to make **YOU** feel unique.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

QUICKBOOK	QTY	YEAR
Trucks	1	2016
	1	2016
	1	2016
	1	2017
	1	2019
	1	2022
	1	2007
Trailers	1	2006
	1	1999
	1	2003
	1	2017
	1	2017
	1	2017
	1	2017
	1	2006
	1	2023
Equipment	1	2005
	1	2005
	1	
	1	2022
	1	2022
	1	2023
	1	2024
	1	2024

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

MAKE & MODEL	VIN / SERIAL NO.
FORD F350	1FT8W3DT0GED20584
FORD F350	1FT8W3DT1GEC66552
FORD F350	1FT8W3DT9GEA69080
FORD F250	1FT7W2BTXHEB26445
FORD F250	1FD7W2BT5KEC65711
FORD F250	1FT7W2BT0NEE31870
FORD F450	1FDXF46P87EA62005

FEATHERLITE	4FGA416206C085124
HARD SKID STEER	HB9TL163XW0101637
BLACK TRAILER	42B2234988202881T
EAGLE CARGO	7FWBE2024H1000982
EAGLE CARGO	7FWBE202XH1001134
DUMP TRAILER	T1003722
EAGLE CARGO	7FWBE2021H1001202
ANDERSON	4YNBN20236C043609
HARPER TUFF DUMP TRAILER	7NDTBE22PM000312

BOBCAT	234513512
BOBCAT MINI X	*Purchased 2019*
John Deere	*Purchased 2018*
John Deere 35G Compact Excavator	1FF035GXPMK295139
John Deere 325G Compact Track Loader	1T0325GMVNJ417880
John Deere 317G Skid Steer	1P0317GJCPJ435175
John Deere 317G Skid Steer	ID 1P0317GJEPJ435238
John Deere 317G Skid Steer	1D: 1P0317GJEPJ436793

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

N/A

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) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**

END OF SECTION

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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. 24-BG-04 for Sunrise Park North Playground.

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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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 - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

(Signature) _____ Date: 6/5/2024

State of Georgia County of Carroll

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Shane Lanier who, after first being sworn by me, affixed his/her signature in the space provided above on this 5th day of June, 2024

Notary Public

My Commission Expires: 9/24/2025

LESLIE NICOLE DAVIS
NOTARY PUBLIC
My Commission Expires
09-24-2025
CARROLL COUNTY, GEORGIA

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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: See attached

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 - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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 - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Lanier Plans, Inc.

2 Business name/disregarded entity name, if different from above

dba KorKat

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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. Also see *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 ▶ 1-1-2023

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-BG-04

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

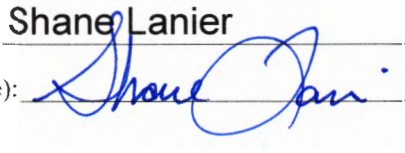
A provision that requires the contractor to comply with public records laws, specifically to:

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

Authorized representative (signature): 

Date: 6/5/2024

END OF SECTION

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 24-BG-04

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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify 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; Public Liability Policy No. 435BG02526-04 effective on,

4/15. 20 24,
limits 1,000,000,

Property Damage Policy No. 435BG02526-04 effective on 4/15, 2024 and expiring

on 4/15, 20 25, limits 100,000.

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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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) have 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: Deanna Patrick

CONTRACTOR:
Lanier Plans, Inc dba KorKat

By _____

Title CEO

Sworn to and subscribed before me this 5th day of June, 2024.

_____
Notary Public

Leslie N Davis
Notary Public (Print or Type)

My Commission Expires: 9/24/25

LESLIE NICOLE DAVIS NOTARY PUBLIC CARROLL COUNTY, GEORGIA My Commission Expires 09-24-2025

END OF SECTION

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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 GA,
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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PLAYGROUNDS & SITE AMENITIES

License / Certifications

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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

GUNTER, TITUS DANIEL

KORKAT
2627 BELFORT RD
JACKSONVILLE FL 32216

LICENSE NUMBER: CGC1515875

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Detail by Entity Name

Foreign Profit Corporation

LANIER PLANS, INC.

Filing Information

Document Number	F09000003271
FEI/EIN Number	86-1063618
Date Filed	08/19/2009
State	GA
Status	ACTIVE

Principal Address

LANIER PLANS, INC DBA KORKAT
221 CABLE INDUSTRIAL WAY
CARROLLTON, GA 30117

Changed: 01/12/2015

Mailing Address

KORKAT
221 CABLE INDUSTRIAL WAY
CARROLLTON, GA 30117

Changed: 03/16/2016

Registered Agent Name & Address

Gunter, Titus
2627 Belfort Road
JACKSONVILLE, FL 32216

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

CPSI

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

National Recreation and Park Association

Let it be known that

SHANE LANIER

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

Certified Playground Safety Inspector

March 08, 2023
DATE CERTIFIED

57505-426
CERTIFICATION NUMBER

April 01, 2026
EXPIRATION DATE

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

CERTIFICATE OF MEMBERSHIP

This Certificate Verifies that

Superior Recreational Products

is an official member of the
International Play Equipment Manufacturers Association

Valid through May 31, 2025

Denise R. Calabrese

Denise R. Calabrese, CAE
Executive Director

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Certificate *of* Completion

This Certificate is Proudly Presented to

Lanier Plans, Inc. dba KorKat

This certificate certifies that the participant has successfully completed Superior Recreational Products' Certified Installer Program.

02-22-2024
DATE

SIGNATURE

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

February 10, 2022

To Whom It May Concern:

I'm writing this letter to confirm and certify that KorKat, with a corporate office located at 221 Cable Industrial Way, Carrollton, GA 30117 is an authorized representative for the following brands at Superior Recreational Products:

- Superior Play
- Grounds For Play
- Superior Shade
- Superior Shelter
- Superior Site Amenities
- Superior Components

If you have any questions regarding this matter, please contact me directly at (770) 558-0502.

Sincerely,

Dan Link
Director of Sales-SRP Brands
1050 Columbia Drive
Carrollton, GA 30117
Email: Dan.link@siibrands.com

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PLAYGROUNDS & SITE AMENITIES

Warranty & Color Options

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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. | A UNITED COMMUNITY BANK COMPANY

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® Cooperative Purchasing

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.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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, c-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, thereafter pro-rated 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 periodically 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.

The 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 coatings shall retain their original color with a ΔE of <7.5 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 659-80.

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. The 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 their 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 units.

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 superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774. To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information, please call 1.800.327.8774.

**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 materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

Color Options

Metal Colors

Gloss



Matte or Metallic



Plastic Colors



Activity Panel & Panel Colors

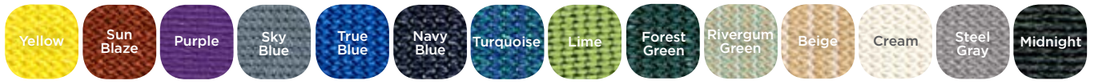
Solid Core



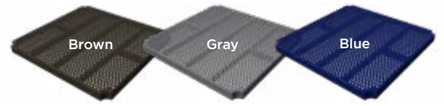
Sandwich Core



Shade Colors | More Available!



Steel Deck Colors

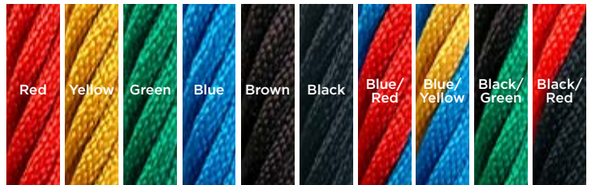


Recycled Deck & Post Colors



**May affect delivery lead time.*

Ascend Rope Colors



Belt Seat Colors



Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Color Schemes



Succulent
- Champagne
- Royal Purple
- Light Green
- Steel Gray

NEW! Shade Color Recommendation



NEW! Espresso
- Vanilla
- Brown
- Beige
- Cream



Electric
- Chartreuse
- Champagne
- Blue
- White
- Silver



Circus
- Red
- Yellow
- Sky Blue
- Yellow



Nature Trail
- Brown
- Beige
- Spring Green
- Orange
- Beige



Northern Lights
- Dark Blue
- Champagne
- Black
- Light Green
- Silver



Santorini
- Blue
- Champagne
- Vanilla
- Beige
- Beige



Eclectic
- Chartreuse
- Orange
- Burgundy
- Champagne
- Steel Gray



Earth
- Spring Green
- Blue
- Beige
- Brown
- Rivergum Green



Deep Ocean
- Bronze
- Champagne
- White
- Sky Blue
- Blue
- Silver



NEW! Wisteria
- Champagne
- Periwinkle
- Royal Purple
- Yellow
- Purple



Spring Bloom
- Sky Blue
- White
- Spring Green
- Orange
- Rivergum Green



Wilderness
- Green
- Beige
- White
- Light Green
- Brown
- Forest Green



Modern Marsh
- Champagne
- Green
- Spring Green
- Bronze
- Rivergum Green



NEW! Cosmos
- Champagne
- Chartreuse
- Royal Purple
- Sky Blue
- True Blue



Spring Storm
- Champagne
- Spring Green
- Sky Blue
- Black
- Lime



Terra
- Burgundy
- Beige
- Spring Green
- Beige



Galaxy
- Dark Blue
- Butterscotch
- Champagne
- Black
- Midnight



NEW! Pistachio
- Vanilla
- Chartreuse
- Burgundy
- Beige
- Lime



Reptile
- Metallic
- Yellow
- Spring Green
- Red
- White
- Rivergum Green



Forest
- Burgundy
- Beige
- Green
- Beige



NEW! Monarch
- Champagne
- Black
- Orange
- Yellow
- Yellow



NEW! Oasis
- White
- Blue
- Spring Green
- Orange
- True Blue



Van Gogh
- Bronze
- Metallic
- Champagne
- Periwinkle
- S...

(2024-R-46 : Sunrise Park North Playground - CDBG)
Attachment: Exhibit O - Kor Kat Full Submission

Certificate of Insurance

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 5/6/2024

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
Sterling Seacrest Pritchard, Inc.
2500 Cumberland Pkwy
Suite 400
Atlanta GA 30339

License#: 70726
LANIPLA-01

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

COVERAGES **CERTIFICATE NUMBER:** 1280203663 **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			435BG02526-04	4/15/2024	4/15/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6738360	4/15/2024	4/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
								$
B	X UMBRELLA LIAB X OCCUR			435BE01979-04	4/15/2024	4/15/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6738359	4/15/2024	4/15/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					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)
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
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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

AGENCY CUSTOMER ID: LANIPLA-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Sterling Seacrest Pritchard, Inc.	NAMED INSURED Lanier Plans, Inc dba KorKat 221 Cable Industrial Blvd 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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North 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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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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 O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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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)

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Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Superior RECREATIONAL PRODUCTS PLAYCORE

Corrosion Defense Paint Package

Salt spray, UV rays, and coastal air beware, we offer a corrosion defense powder coat paint package to defend against corrosion for coastal environments.

Our Corrosion Protection Process



Why It Works

Reaching Every Nook and Cranny

Our metal components are 100% coated in zinc-rich epoxy primer, penetrating every crack, crevice, and void.

Painted Twice for Extra Protection

The primed components are semi-cured before being powder coated — twice! Two coats of our Superdurable powder coat allow your components to withstand the coast's harsh UV rays and salt air corrosion.

Tested to 4,000+ Hours

Our corrosion paint package process is corrosion tested to 4,000+ hours with minimum creep, gloss loss, or color change, exceeding the industry standard of 1,000 hours.

7-Year Warranty

Our coastal paint upgrade includes a 7-year warranty for all painted parts.

Playgrounds built for coastal environments.

We know our customers in coastal environments face higher than normal corrosive conditions. That's why we offer different material options, material benefits, and upgrades, like our corrosion defense powder coat option.

Built-In Resistance Our recycled playgrounds feature posts and decks that aren't subject to rusting like steel, as well as resist marine borers and salt spray.

UV Additives Most of our components, as well as our shade fabric, either have UV additives or are UV stabilized to resist fading against that hot coastal sun.

Learn about our other playground materials at srpplayground.com/playground-materials.

Corrosion defense paint package subject to 15% upcharge based on product's MSRP.

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Superior RECREATIONAL PRODUCTS
A PLAYCORE Company

Playground General Product Specifications

At Superior Recreational Products, we use only quality playground materials — whether purchasing a steel or recycled structure. Our playgrounds are proudly made in the USA so you can trust our playgrounds are built to last and will provide fun for years to come.



Steel Posts and Tubing

We use galvanized steel for all steel posts and tubing for maximum strength and durability. Both the interior and exterior of all of our galvanized steel parts have been through the Triple Flo-Coat® process to ensure greater corrosion resistance. All galvanized steel posts and tubing are 95%–98% recyclable. Our posts are available in two different size options to meet your design and budget needs.

Playground Series

3.5" Commercial Playground Series

- 3.5" O.D. vertical posts
- 36" deck grid and 46.5" deck grid
- 24" diameter plastic and 30" diameter plastic

5" Commercial Playground Series

- 5" O.D. vertical posts
- 48" deck grid
- 30" diameter plastic

Posts & Tubing

Vertical Posts

- 13 gauge galvanized steel (3.5" Series)
- 11 gauge galvanized steel (5" Series)
- 11 gauge galvanized steel (shade verticals)
- 50,000 PSI yield strength (ASTM E–8)
- 55,000 PSI tensile strength (ASTM E–8)
- Interior and exterior Triple Flo–Coated corrosion protection (ASTM B–117)
- Contains a minimum of 30% recycled steel and is between 95%–98% recyclable
- Manufactured per ASTM A500

Tubing

- Contains a minimum of 30% recycled steel and is between 95%–98% recyclable
- Interior and exterior Triple Flo–Coated corrosion protection (ASTM B–117)
- Manufactured per ASTM A500
- 50,000 PSI yield strength (ASTM E–8)
- 55,000 PSI tensile strength (ASTM E–8)

Overall Diameter	Tubing Shape	Material
1.25"	Round	14 gauge galvanized steel
1.66"	Round	13 gauge galvanized steel
1.90"	Round	11 gauge galvanized steel
2.375"	Round	3 gauge galvanized steel/9 gauge steel (bi–pod/tri–pod top bar/fitness frame)
3.5"	Round	13 gauge galvanized steel (3.5" Series)
4"	Square	11 gauge galvanized steel
5"	Round	11 gauge galvanized steel (5" Series)

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Recycled Plastic Posts

Our 100% recycled (excluding additives and colorants) HDPE posts are made from both pre-consumer and post-consumer plastic, like milk jugs and detergent bottles! Every pound of our recycled plastic lumber equates to 8 recycled milk containers. Neat, right? We ensure our recycled posts are reinforced for even greater strength by adding additional fiberglass elements to each post. Our posts are vandal resistant and protected from rotting, splitting, cracking or splinters for a minimum of 50 years. Additionally the posts have minimal fading and are resistant to termites, marine borers, salt spray, oil and fungus.

- 6”x6” dimensions for vertical posts
- Made of HDPE
- Molded in one piece
- UV additives to prevent deterioration from UV light
- Made of 100% recycled material (post–industrial and post–consumer) excluding additives and colorants
- Will not rot, split, crack or splinter for a minimum of 50 years
- Resistant to termites, marine borers, salt spray, oil, and fungus



Textured High Density Polyethylene (HDPE) Panels

All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

- 0.75" high density polyethylene sheeting (HDPE)
- Tested in accordance with ASTM D1928 Procedure C
- Density per ASTM D1505
- Melt Index per ASTM D1238
- Tensile Strength and Ultimate Elongation per ASTM D638 Type 4
- Brittleness temperature per ASTM D746
- Flexural modulus per ASTM D790
- Coefficient of linear thermal expansion per ASTM E831
- Textured, matte finish
- UV stabilized
- UL 94 HB fire rating
- Stain and graffiti resistant and will not delaminate, splinter, or crack

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Rotationally-Molded Plastics

Our rotationally-molded plastics, such as those used for slides and tubes, are made of ¼" thick low density polyethylene (LDPE). Not only are our rotationally-molded plastics UV stabilized for reduced fading, they also contain anti-static inhibitors.

General Properties

- Material: Low-Density Polyethylene (LDPE)
- Wall Thickness: 0.250" (¼")
- Tensile Strength: 2,550 PSI (ASTM D638)
- Classifications: ASTM D-1248, Type 2, Class A and Federal Specification LP-390C, Type 1, Class M, Grade 2, Category 3
- Features: UV Stabilizers and Anti-Static Inhibitors

Meet or Exceed the Following Specifications:

- Density (ASTM D1505)
- Flexural Modulus (ASTM D790)
- Deflection Temperature Under Load (ASTM D648)
- Brittleness Temperature (ASTM D746)
- Tensile Properties (ASTM D638)
- Low Temperature Impact Test (ARM-STD)



Powder Coat

Our powder coating is electrostatically applied from a custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and will be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. This coating has a super tough finish with maximum exterior durability and has superior adhesion characteristics.

General Properties

- Mil Thickness: 3.0–5.0
- Oven Cured: 375°– 425° Fahrenheit
- Oven-Bake Stability: 100% at 400° Fahrenheit
- Fadometer Test: 300 Hours with No Loss of Gloss

Meet or Exceed the Following Specifications:

- Film Hardness (ASTM D3363)
- Impact Test (ASTM D2794-69)
- Bend Test (ASTM D522-68)
- Adhesion (ASTM D3359, ASTM D2197)
- Stain Resistance (ASTM D1308)
- Water Resistance/Humidity (D2247-87)
- Salt Spray (ASTM B117)



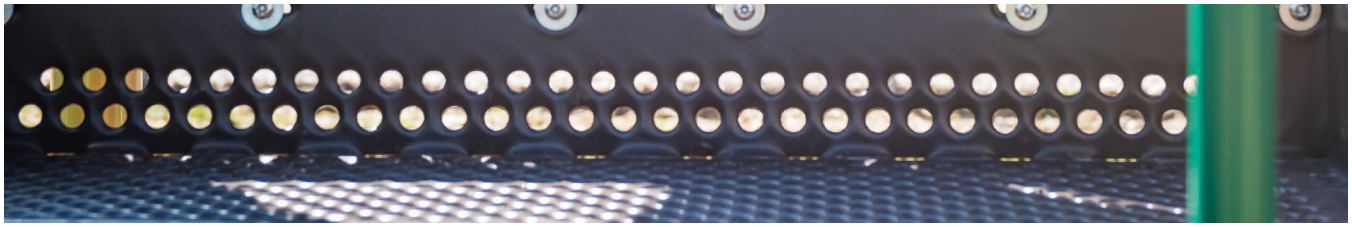
Stainless Steel Hardware

All nuts, bolts, and washers, with a few exceptions, are stainless steel in varying lengths. Our hardware is vandal resistant; thus, we supply a special tool with each shipment for installation.

General Properties

- Material: ⅜" Diameter 18-8 Stainless Steel
- Vandal Resistant: Yes
- Locking Patch: Yes, Factory Applied

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

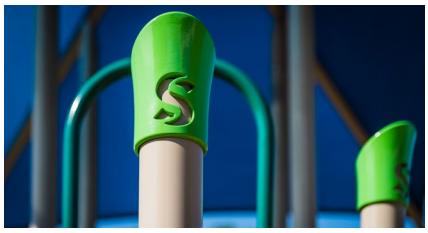


Steel Deck Platforms, Ramps, Bridges, and Steps

Our steel decks are formed from 12-gauge hot-rolled picked and oiled steel body — the thickest in the industry — and coated with UV stabilized PVC (plastisol) coating for a softer play surface.. Our decks are perforated for great drainage, are lead-free and have formed sides that are welded with reinforcements for an even stronger deck.

General Properties

- 12 gauge HRPO per ASTM A1011
- Formed sides with welded reinforcements (stairs have welded stringers)
- 0.625”x1” diameter slots after coating
- Plastisol coating with thickness of .080” to .120”
- 1.5” slots for vertical adjustability
- Deck coating meets CFR 1207.5 for slip resistance
- Tensile Strength: 2,800 psi
- Elongation: 290 %
- Tear Strength: 420 lbs/in
- Lead free per 16 CFR Part 1303



Post Caps

From easy in-field installation to a unique two-color look, our aluminum alloy post caps offer many great benefits. Our super-tough post cap design allows for less water access, making our posts more durable in the field. Once installed the post caps can’t be removed, stopping unwanted vandalism.

- Aluminum alloy (ZL101) aluminum series of tertiary alloys
- Tested using GB/T 1173–1995 (equivalent to ANSI 365.0 specified in ASTM B26/
- B26M
- Less than 40ppm of lead per IEC 62321:2008 Ed. 1 and US EPA 3050B: 1996
- Powder coat finish



Other Materials

C–Line Fittings

- Aluminum alloy (ZL101, GB/T 1173–1995) aluminum series of tertiary alloys
- Less than 40ppm of lead per IEC 62321:2008 Ed. 1 and US EPA 3050B: 1996
- Mounts to vertical post with gasket and four 0.25”x1” self–tapping screws with patch
- Powder coat finish
- Direct bolt systems have 360° of rotational adjustability

Sealing Gaskets

- Neoprene rubber
- 60 +/– 5 durometer hardness

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

January 2, 2023

RE: Build America, Buy America (BABA) Act, Public Law No.117-58 §§ 70901-70952 - Buy America law, 23 U.S.C. § 313 and 23 CFR § 635.410:

To Whom It May Concern:

Superior Recreational Products, with its primary equipment manufacturing and general business operations located in Fort Payne, AL., hereby certifies the play systems and other recreational related items produced at its facility are compliant with regards to the Build America, Buy America (BABA) Act, Public Law No.117-58 §§ 70901-70952 - Buy America law, 23 U.S.C. § 313 and 23 CFR § 635.410. Thank you for choosing Superior Recreational Products as your trusted partner in play and recreation!

Respectfully Submitted,

Dan Link
Director of Sales-SRP Brands
Superior Recreational Products
1050 Columbia Drive
Carrollton, GA 30117
(E): Dan.link@siibrands.com
(M): 770-558-0502

Attachment: Exhibit O - Kor Kat Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



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

Friday, June 07, 2024

MILLER RECREATION EQUIPMENT & DESIGN
CUTLER BAY,FL 33157
(941)792-4580 (phone)
mrecfla@gmail.com

STEVE JUENGST
CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL,FL 32117
(386) 248-9463 (phone)
(386) 248-9499 (fax)
sjuengst@hollyhillfl.org

R0093248216

Dear STEVE 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:

Miracle Products:	$	130,272.00
Installation:	$	53,850.00
Estimated Sales Tax*:	$	0.00
Freight:	$	11,832.00
Drop Ship Freight:	$	0.00
Products by Other:	$	153,632.25
Order Total:	**$**	**349,586.25**

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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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

QUOTE: R0093248216

Project: R0093_45447470183_01

Prepared For:

STEVE JUENGST

CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117
(386) 248-9463 (phone)
(386) 248-9499 (fax)
sjuengst@hollyhillfl.org

Project Name & Location:

Prepared by:

MILLER RECREATION EQUIPMENT & DESIGN

7745 S.W. 193 LANE
CUTLER BAY, FL 33157 USA
(941)792-4580 (phone)
mrecfla@gmail.com

Ship To Address:

STEVE JUENGST
SUNRISE PARK NORTH
135 RIVERSIDE DRIVE
HOLLY HILL, FL 32117
(386) 248-9463 (phone)
(386) 248-9499 (fax)
sjuengst@hollyhillfl.org

End User:

STEVE JUENGST
CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117
(386) 248-9463 (phone)
sjuengst@hollyhillfl.org

Quote Number: R0093248216
Quote Date: 6/7/2024
Valid For: 30 Days From Quote Date

5-12 PLAY STRUCTURE

Product line: KidsChoice
Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	2	75.00	1,011.00	2,022.00
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	125.00	1,444.00	1,444.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	2	155.00	1,921.00	3,842.00
7145179	HEPTAGON DECK (ATTACHES TO 7 POSTS)	2	650.00	6,816.00	13,632.00
7145493	5" OD X 112" POST (3' DK)	3	65.00	388.00	1,164.00
714552	5" OD X 136" POST (3' TO 5' DKS)	4	75.00	445.00	1,780.00
714553	5" OD X 160" POST (5'6" TO 6'6" DKS)	3	90.00	490.00	1,470.00
714555	5" OD X 76" POST FOR FENCING & PANELS	2	50.00	269.00	538.00
714576	5" OD X 204" POST FOR ROOF (8' DK)	13	120.00	613.00	7,969.00
7146021	STEEL OCEAN PLAY PANEL	1	100.00	1,172.00	1,172.00
7146058	TREE-O CLIMBER (8' DK)	1	180.00	2,573.00	2,573.00
7146704	CHAMII SHORT STRAIGHT SECTION	2	60.00	716.00	1,432.00
7146704	CHAMII SHORT STRAIGHT SECTION	4	60.00	716.00	2,864.00
7146705	CHAMII RIGHT SECTION	1	60.00	716.00	716.00
7146705	CHAMII RIGHT SECTION	2	60.00	716.00	1,432.00
7146706	CHAMII LEFT SECTION	1	60.00	716.00	716.00

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

7146708R	CHAMII SPIRAL SLIDE RH (8' DK)	1	1,500.00	6,713.00	6,713.00
714670M22	CHAMII DBL SLIDE ENTRY/EXIT (7'-8'6" DK)	1	350.00	3,332.00	3,332.00
7146798	SKYWARD CLIMBER (8' DK)	1	75.00	2,820.00	2,820.00
7147151	ALPHABET PANEL	1	45.00	1,283.00	1,283.00
71471523	WIDGET PANEL W/GEARS	1	70.00	1,050.00	1,050.00
714718	MAST LADDER W/RUNGS PVC (6'6" DK)	1	125.00	1,935.00	1,935.00
71472110	CANYON CLIMBER (10' DECK)	1	160.00	2,453.00	2,453.00
714723W9	WIDE 8' BURMA BRIDGE	1	300.00	4,486.00	4,486.00
7147306	HEXAGON TREEHOUSE ROOF	1	390.00	3,322.00	3,322.00
71473888	FOSSIL BLUFF CLIMBER (8' OCT DK)	1	200.00	4,648.00	4,648.00
7147522	BIG KAHUNA CLIMBER BETWEEN DECKS W/2' RISE	1	400.00	5,281.00	5,281.00
7147721	BONGO PERCH (STATIONARY)	1	15.00	289.00	289.00
7148088	CLIMBING POLE (8' DECK)	1	55.00	1,017.00	1,017.00
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	120.00	1,600.00	1,600.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	4	35.00	671.00	2,684.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	671.00	671.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	671.00	671.00
7148496	OBSERVATION DECK W/EXTENDED STEERING WHEEL	1	110.00	1,771.00	1,771.00
71485139	SQ TRSFR POINT, CL HR (3' DK)	1	225.00	3,810.00	3,810.00
7148627	ROOF FOR HEPTAGON DECK, PERF STEEL	1	750.00	7,235.00	7,235.00
7148627C	CUPOLA TOP W/PERF STEEL FOR 7148627 HEPT ROOF	1	90.00	1,600.00	1,600.00
71487530	LOOK-OUT BUBBLE PANEL 30 DEGREE	1	55.00	1,328.00	1,328.00
714920595	12' RAMP GRND-DK 1:12, W/O PST, OPN HR	1	420.00	5,445.00	5,445.00
7149599	ADA STAIRS BETWEEN DECKS W/2' RISE	1	220.00	3,916.00	3,916.00
7149748	WIGGLY WORM CLIMBER (8' DK)	1	175.00	2,084.00	2,084.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
MRTP2037M†	CORAL REEF CLIMBER	1	402.00	16,292.00	16,292.00
MRTP2138M†	HAMMERHEAD SHARK	1	230.00	8,023.00	8,023.00

5-12 FREE STANDING

Product line: Freestanding
Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	10.00	152.00	304.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2	15.00	223.00	446.00
304	TEN SPIN	1	1,000.00	4,288.00	4,288.00
494124†	SMALL HOP ROCK	3	357.00	490.00	1,470.00
494125†	MEDIUM HOP ROCK	4	600.00	724.00	2,896.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00	2,659.00	2,659.00
MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	1	179.00	1,596.00	1,596.00

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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
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
BOND	BID AND PERFORMANCE BOND BID BOND $16,412.50, PERFOMANCE BOND $4923.75	1	0.00	21,336.25	21,336.25
FIBAR	115 CY OF EWF DELIVERED	1	0.00	5,241.00	5,241.00
FIBAR	115 CY OF EWF DELIVERED	1	0.00	5,241.00	5,241.00
HOP ROCK	SMALL HOP ROCK $408 X 3 = $1224	1	0.00	1,224.00	1,224.00
MANATEE MAMA		1	0.00	6,167.00	6,167.00
OCTOPUS	CLIMBING OCTOPUS AT GROUND LEVEL	1	0.00	10,641.00	10,641.00
PIP	5306 SF 50/50 COLOR AND BLACK POURED IN PLACE SURFACING DELIVERED AND INSTALLED BREAKDOWN PIP $76,512, FREIGHT $3500	1	0.00	80,012.00	80,012.00
ROCK	80 TONS #57 STONE DELIVERED	1	0.00	9,000.00	9,000.00
ROCK INSTALL	INSTALL 80 TON OF #57 STONE	1	0.00	5,000.00	5,000.00
SHIPPING	FREIGHT ON THE SEA CREATURES ON THE QUOTE	1	0.00	9,770.00	9,770.00

Totals:

Equipment Weight:	16,868.00 lbs	
Equipment List:	$154,184.00	
Discount Amount:	-$23,912.00	
Equipment Price:	$130,272.00	
Freight:	$11,832.00	Code: 9914
Installation:	$53,850.00	
Products by Other:	$153,632.25	
SubTotal:	$349,586.25	
Grand Total:	**$349,586.25**	

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Notes:

† Denotes drop ship item.

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: R0093248216 **Quote Date:** 6/7/2024 **Equipment:** $154,184.00 **Grand Total:** $349,586.25

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.

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

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



PROPOSAL FOR CITY OF HOLLY HILL FOR DESIGN, PERMITTING, AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR SUNRISE PARK NORTH

OVERVIEW

The project for the SUNRISE PARK NORTH is to provide a theme 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 poured in place surfacing as their surface of choice. The playground includes an ADA ramp.

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 8 weeks.

The post and clamp materials are aluminum, and the hardware is stainless steel. The slides are plastic too. A special protective coating will be added to the steel railings to help protect them from salt intrusion from the inter-costal water way.

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.

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

DEMONSTRATE PROPOSAL QUALIFICATIONS

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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 pouring in place rubber safety surface for the playground.

List of Manufacturers

Playground Equipment is manufactured by Miracle Recreation Equipment Company in Monett, Missouri. (Made in the USA)
The equipment components will be itemized on the quote.

No Fault Company will provide the poured in place safety surfacing.

Equipment Breakdown

The playground consists of (10) elevated play components, (1) below deck play activity and (3) ground level play activities. All play components are accessible and meet ADA guidelines. There are (2) square deck, (1) hex decks. The playground can accommodate 75 to 100 children.
A (3) bay swing is included in the proposal to include (4) slashproof seats and (2) tot swing seats.

Name of the Contractor and Subcontractors

Dearth Custom Construction – Ronald Dearth, No. CBC028120

No Fault will install the poured in place surfacing.

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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	Rob Rivard, Miller Recreation
Project Coordinator	Ashley Fernandez, Miller Recreation
Construction Supervisor	Billy Ryan, Ryan Maintenance

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



MILLER RECREATION

Qualifications and Experience

Joe Miller, President of Miller Recreation, will serve as the project manager to Crystal River Copeland Park Project. Rob Rivard will serve as the Project Administrator.

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 Copeland Park project. In the public park business, Joe has served as Center Director, Administrative Manager, and a 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, and 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. All of them include turn-key operations, design, delivery, installation, and surfacing. 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 6 to 8 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

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Recreation Equipment manufacturing plant is an example of a stable, productive, and superior environment. We are proud to have the largest and most tenured network of factory trained playground professionals in the industry, locally representing Miracle's product lines, installation and after sales service.

All 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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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.
I can provide you 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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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:

   Vesibular (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

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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFE

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

5.1.p

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 P

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

Always verify licenses online at MyFloridaLicense.com
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.

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 24-BG-04

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.

Miranda Recreation Equip Co.

Consultant/Contractor Name and Address

Signature

Kevin Weber CS Mgr

Name and Title

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/30/2024

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:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	James River Insurance Company	12203
INSURER B:	Pennsylvania Manufacturers' Assoc Ins Co	12262
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
MIRACLE RECREATION EQUIPMENT CO.
11515 VANSTORY DRIVE
SUITE 100
HUNTERSVILLE NC 28078 USA

COVERAGES **CERTIFICATE NUMBER:** 570105346902 **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
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			152300 0652321B CA	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			152300 0652321A AOS	10/01/2023	10/01/2024	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							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2023750652321	10/01/2023	10/01/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: 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: Sunrise Park North Playground - CDBG, BID# 24-BG-04. The City of HOLLY HILL, elected officials and employees and the adjacent property owners 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

The 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

Aon Risk Services Central, Inc.

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The ACORD name and logo are registered marks of ACO

ACORD 25 (2016/03)

Holder Identifier :
Certificate No : 570105346902

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)







Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground -



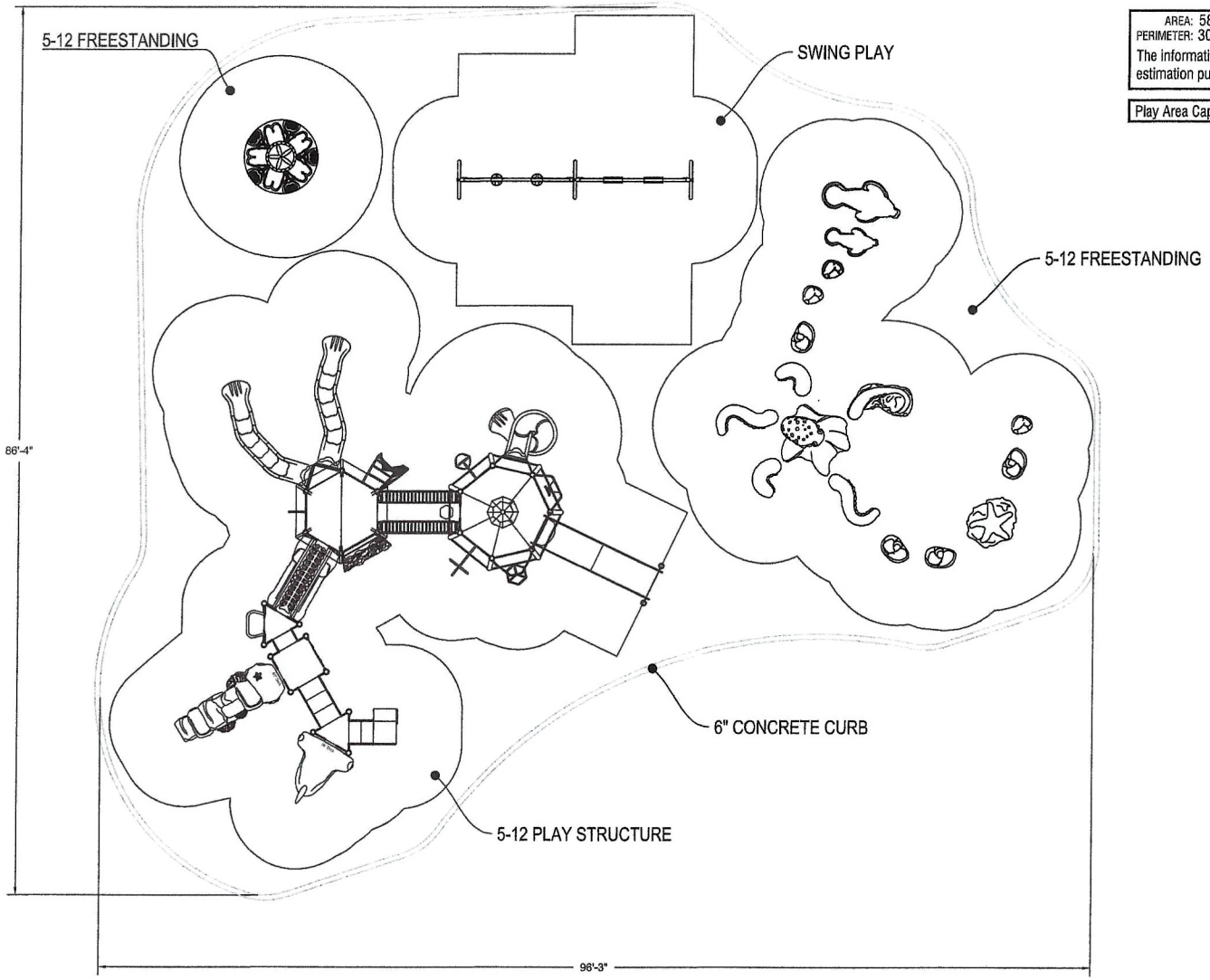


Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground -

SUNRISE PARK NORTH II
HOLLY HILL, FL - OVERALL PLAYGROUND LAYOUT

5-12 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	18		
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	15	REQ'D	9
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	3	REQ'D	0
GROUND LEVEL ACTIVITY TYPE	5	REQ'D	3
GROUND LEVEL ACTIVITY QUANTITY	14	REQ'D	6



AREA: 5860 SQ.FT.
PERIMETER: 307'
The information provided is for estimation purposes only.

Play Area Capacity: 155-165

Miracle

DESIGNED FOR AGES
5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:	QUANTITY:
0	0

- ✓ COMPLIES TO CPSC
- ✓ COMPLIES TO ASTM
- ✓ COMPLIES TO ADA

GROUND SPACE:	PROTECTIVE AREA:
N/A	NOTED

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

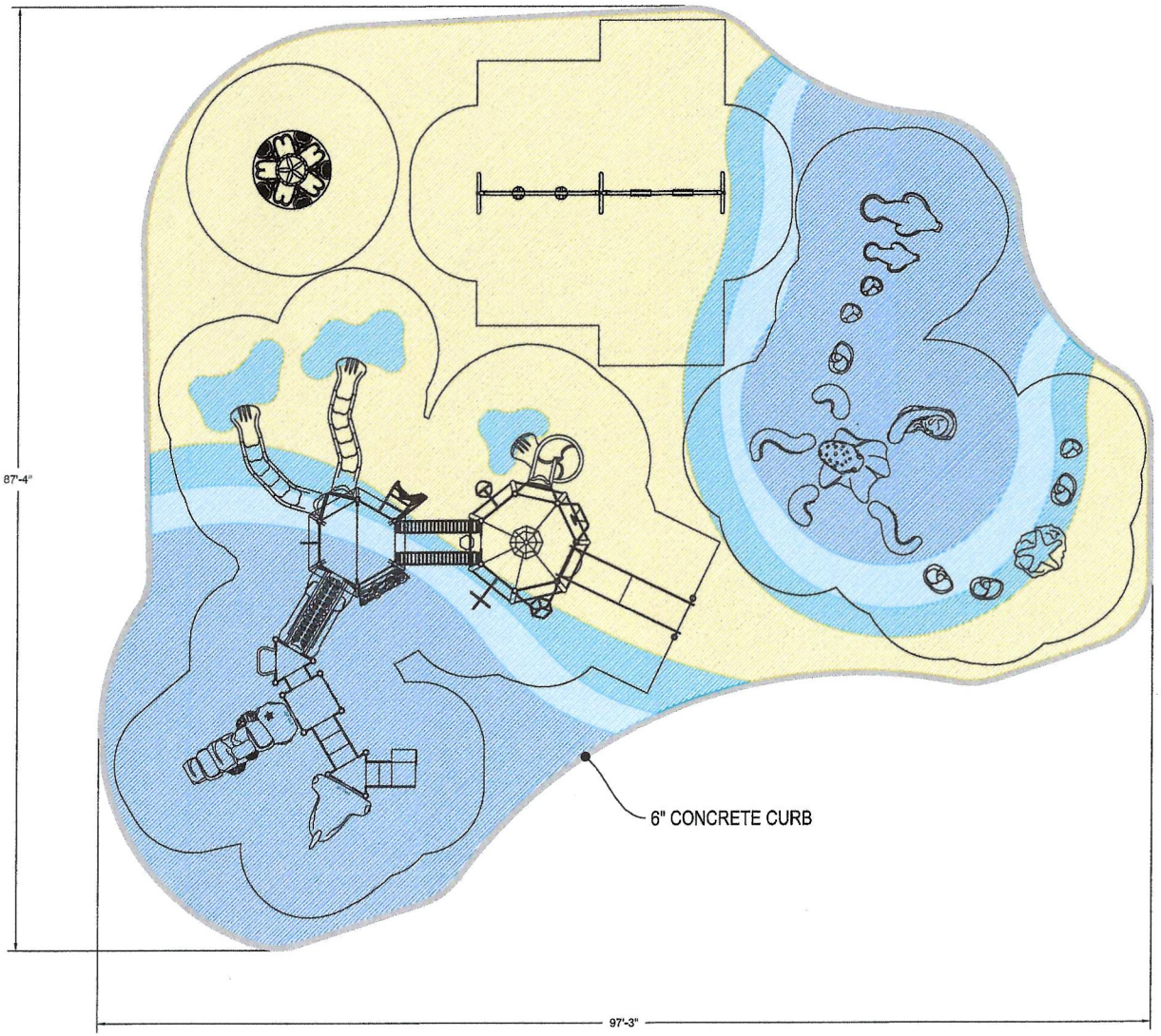
EG
SHEET: 11"X17"
SCALE: 3/32"=1'-0"
DATE: 06/03/2024

MP240065.02.1

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.

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SUNRISE PARK NORTH II
HOLLY HILL, FL - SAFETY SURFACING DETAIL



SURFACING NOTES:

- 2,665 SQ.FT. TAN/BLACK VARYING CFH
- 2,100 SQ.FT. LIGHT BLUE VARYING CFH
- 477 SQ.FT. BLUE/WHITE VARYING CFH
- 618 SQ.FT. TAN/BLUE VARYING CFH

Miracle

DESIGNED FOR AGES 5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:	QUANTITY:
0	0

- ✓ COMPLIES TO CPSC
- ✓ COMPLIES TO ASTM
- ✓ COMPLIES TO ADA

GROUND SPACE:	PROTECTIVE AREA:
N/A	NOTED

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

EG

SHEET: 11"X17"

SCALE: 3/32"=1'-0"

DATE: 06/03/2024

MP240065.02.4

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.

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Miracle Recreation Equipment Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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) **5**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
878 E. Highway 60 **Remit to: PO Box 734154**

Requester's name and address (optional)

6 City, state, and ZIP code
Monett, MO 65708 **Dallas TX 75373-4154**

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	3	–	1	5	9	5	0	9	9

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** ▶ _____ **Date** ▶ 1/6/23

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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.

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 E. HWY 60, MONETT, MO 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? 77

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 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 - 10 years, PLAYPOWER, V.P. - 8 years Playpower, USA Shade manager - 20 y

N. Credit available: $ 2M

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 upon 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 10th day of May, 2024.

Miracle Recreation Equip Co
Name of Bidder

By: _____
Title
CS Mgr

State of Missouri

County of Lawrence

Kevin Walker being duly sworn deposes and says that he is the CS Manager of Miracle Recreation and that the answers to the Miracle Recreation foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10th day of May, 2024.

K 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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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. NA Dated: _____ Addendum No.Dated: _____
Addendum No. NA Dated: _____ Addendum No.Dated: _____
Addendum No. NA Dated: _____ Addendum No.Dated: _____
We acknowledge the receipt of questions.

Attached hereto is a cashier's check on the NA Bank of NA or Bid Bond for the sum of Sixteen thousand four hundred twelve dollars and fifty cents. Dollars ($16,412.50), made payable to City of Holly Hill (Owner).

Miracle Recreation Equip. Co.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

CS Manager
(Title of Officer)

Miracle Recreation Equip. Co.
Name of Bidder

878 E. Hwy 160
Address

Monett, MO 65708
City/State/Zip

417-235-6917
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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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,

SUNRISE PARK NORTH 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:**

Three hundred forty nine thousand five hundred eighty six dollars and twenty five cents.
(In Words)

Dollars $ 349,586.25 (In Figures) (includes bond)

Alternate Shade Structure(s) NA each (In Figures) for _____ x _____ structures.

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 his/her Surety. Should the total amount chargeable as liquidated damages exceed the

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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, LLC (INSTALLER)	COMPLETE CONSTRUCTION LLC	HEATHER SMITH - LAKE USA PARK 1) 727-403-7849 2) JOSH VERDONE - MARRIOTT WORK CT 3) 941-900-9895 RON Harley - Claires Park 850-661-1018
RYAN'S MAINTENANCE (INSTALLER)	Ryans MAINTENANCE	1) OVATION CONSTRUCTION ELISE KENNEDY 407-257-8466 2) Wade Kaufman - Osceola Co Sc 407-452-8006 3) DAVID Shurmur - Manatee Co 941-238-8621
USA Shade	USA Shade	1) Marissa BAKER 239-227-9441 2) marissa.baker@collierco Paul Belden, City of Oviea 407-971-5566 3) Tim FORD - TITUSVILLE, CI 321-567-3800
No Fault PIP Surfacing	No Fault	1) Campbell Park - City of Debt Mark Manning 386-878-8 2) ORANGE CO. PUBLIC SCHOOLS Ovation Construction ELISE KENNEDY 407-257-846 3) Riverside Park - City of Oviedo Paul Belden 407-971-5566

END OF SECTION

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 Replacement 17 Schools @ ORANGE Co.	OCPS	Replacement of Tot & Youth w/ PIP & 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 & install ADA playground $229,000	Mark Manning, Director of Parks & Rec 386-804-3179	Jan 2024 - March 2024
3	Several Elem. School Playground Replacements	Manatee Co. Schools	Install Playground Equip. @ Several schools	Mike Lowe 941-932-7767	Jan 2023 - May 2023

END OF SECTION

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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. 24-BG-04 for SUNRISE PARK NORTH PLAYGROUND - CDBG.

This sworn statement is submitted by MIRACLE RECREATION EQUIP. CO. 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 SUSAN MILLER any my relationship to the entity named above is SALES REP.

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 - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

(Signature) Susan Miller Date: 05-07-2024

State of FLORIDA County of MIAMI-DADE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided above on this 7 day of May, 2024

_____
Notary Public

My Commission Expires:

MICHELLE CATHERINE FAY
Notary Public
State of Florida
Comm# HH196650
Expires 11/8/2025

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 Equip Co.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: CS Manager

ADDRESS: 876 E. Hwy 60

CITY AND STATE: Mountain Grove, MO 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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North 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 - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW
Project Number: ITB # 24-BG-04

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 CO.

Authorized representative (printed): SUSAN MILLER

Authorized representative (signature): Susan Miller

Date: 05-09-2024

END OF SECTION

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify MIRACLE RECREATION EQUIPMENT Company has issued to _____, of the City of HOLLY HILL, State of FLORIDA,

the following policy or policies; Public Liability Policy No. 000959654 effective on,

10-01. 20 23,
limits SEE ATTACHED,

Property Damage Policy No. 000959654 effective on 10-01, 2023, and expiring

on 10/01, 2024, limits See attached.

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.

Susan Miller

(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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of FLORIDA

County of MIAMI - DADE

Susan Miller 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 City of Holly Hill Company, under the terms of Policy No. 2023750652321 for a period from 10/1, 2023 to 10/1, 2024.

WITNESS: Joseph Miller

CONTRACTOR:

By Susan Miller

Title SALES REP.

Sworn to and subscribed before me this 7 day of May, 2024

Michelle Fay
Notary Public

Notary Public (Print or Type)

MICHELLE CATHERINE FAY
Notary Public
State of Florida
Comm# HH196650
Expires 11/8/2025

My Commission Expires: 11/8/2025

END OF SECTION

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 66 50
CERTIFICATE OF INSURANCE FOR
WORKMEN'S COMPENSATION

This is to certify that MIRACLE RECREATION EQUIP. CO, Company has issued to _____, of the City of Holly Hill, State of FL,

the following policy or policies: Workmen's Compensation and Employer's Liability

Policy No. 000959654

202375065232 1 effective on 10/1, 20 23.

Reference Policy No. SAME effective on 10/1,

20 23 and expiring on 10/1, 20 24 re

limits See attached.

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.

Susan Miller

(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 P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
MIRACLE RECREATION EQUIPMENT COMPANY
878 E US Highway 60
Monett, MO 65708

SURETY:
(Name, legal status and principal place of business)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
CITY OF HOLLY HILL
1065 Ridgewood Avenue, Holly Hill, FL 32117

BOND AMOUNT: Five Percent of Amount bid (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Playground equipment and installation - Sunrise Park North Playground - CDBG; Invitation to Bid Number 24-BG-04

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of June, 2024

(Witness)

(Witness)

MIRACLE RECREATION EQUIPMENT COMPANY
(Principal) (Seal)

(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety) (Seal)

(Title) Jennifer Williams, Attorney in Fact

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Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Williams** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this 4th day of June 2024

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

The City of Holly Hill

Steven Juengst <sjuengst@hollyhillfl.org>

Sunrise Park Playground Submission

mrecfla@gmail.com <mrecfla@gmail.com> Thu, Jun 13, 2024 at 1:19 PM
To: Steven Juengst <sjuengst@hollyhillfl.org>

Hi Steven,

Yes! Please read below. Let us know if you have any questions at all!

Thank you.

Sincerely,

Susan Miller

Miller Recreation Equipment & Design, Inc.

941-792-4580

mrecfla@gmail.com

www.millerrecreation.com

www.miracle-recreation.com

Miracle
The Face of Play.

From: David York

Sent: Thursday, June 13, 2024 1:11 PM
To: Susan Miller <mrecfla@gmail.com>
Subject: RE: Sunrise Park Playground Submission

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Hi Ashley,

All Miracle Recreation steel and 3 ½” and 5” steel tubing and all other metal is purchased from Allied Tubing which is manufactured in Harvey Il.

Thanks!

[Quoted text hidden]

The City of Holly Hill is conducting an online survey for our Community Redevelopment Agency as it updates its Master Plan. You can help us by completing a survey as you may live or work in Holly Hill or otherwise be connected to the city as a vendor. Please click on the link and scroll down to take the ten minute survey. Thank you for your help!.

Take the Survey

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Attachment: Exhibit P - Miller Recreation Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Holly Hill

Sunrise Park Bid #24-BG-04

Playground Equipment & Installation

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

playworx
(866) 502-5013
Playworx.com

Table of Contents

- **Tab 1 - Design and Quote**
- **Tab 2 - Warranties**
- **Tab 3 - Required Forms**

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Playworx.com

Design and Quote

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General Notes:

Age Group

☐ 2-5yrs ☑ 5-12 yrs ☐ 2-12yrs ☐ 13+ yrs

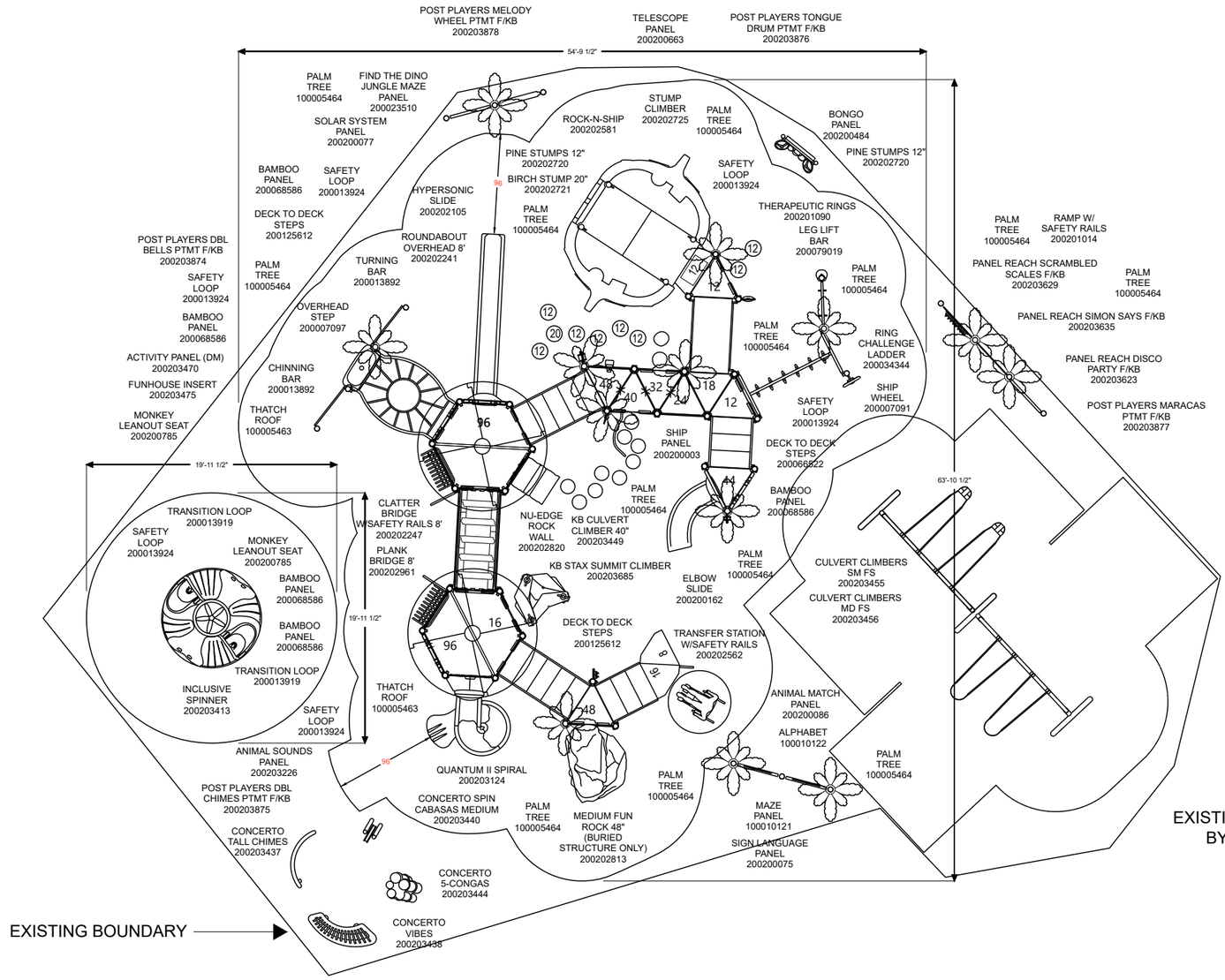
1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized 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.

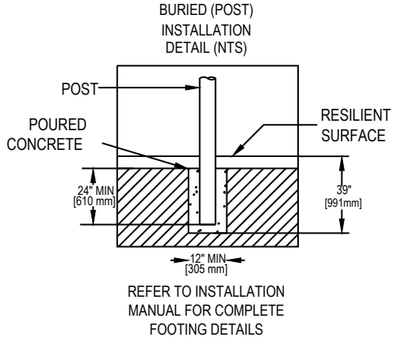
AGE GROUP:	5-12		
ELEVATED PLAY ACTIVITIES - TOTAL:	19		
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	19	REQ'D	10
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	15	REQ'D	3
GROUND LEVEL QUANTITY:	30	REQ'D	6

Child Capacity: 120

INSIDE BOUNDARY

AREA: 4311 ft²
PERIMETER: 258 ft
The information provided is for estimation purposes only.





REFER TO INSTALLATION MANUAL FOR COMPLETE FOOTING DETAILS

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

2' 8' 1' 4' 16'

Project:
Sunrise Park North Themed
Holly Hill, FL

LTCPS rep:
Jimmy Gandy
Playworx Playsets, LLC
(866) 502-5013

Ground Space: 70'-6" x 69'-0"
Protective Area: 67'-0" x 64'-0"

Drawn by: Rich McCarver
Date: 5/25/2024
DWG Name: R0321_45435842834

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



Playworx Playsets, LLC
8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
Jimmy Gandy
404-427-5270
dave@playworx.com

Sunrise Park North Themed

Holly Hill, FL

05/25/2024

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PlayPowe
Inspiring the world to play.

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Holly Hill, FL

05/25/2024

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PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: R0321247064

Project: R0321_45435842834_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:

Jimmy Gandy
Sunrise Park North
1135 Riverside Drive
Holly Hill, FL 32117
386-290-4043 (phone)

End User:

Jimmy Gandy
Sunrise Park North
1135 Riverside Drive
Holly Hill, FL 32117
386-290-4043 (phone)

Quote Number: R0321247064
Quote Date: 6/5/2024
Valid For: 30 Days From Quote Date

PlayArea_5

Product line: KidBuilders
Age group: 5-12

Global defaults

CLIMBER COLOR	BEIGE
Concerto Ground cover	Buried
Concerto Post/Frame Color	FOREST GREEN
Entry Slide Color	FOREST GREEN
Exit Slide Color	FOREST GREEN
Free Standing Ground Cover	Buried
High Bank Left 1 Color	GRAYSTONE
High Bank Left 2 Color	FOREST GREEN
KB Accent Color	BEIGE
KB CLAMP	DARK BROWN
KB Overhead Color	BEIGE
KB Pnl/Crwl Tunnel Clr	FOREST GREEN
KB ROTO 01	BEIGE
KB ROTO 02	FOREST GREEN
KB ROTO 03	FOREST GREEN
KB Ship Pnl /Wheel Clr	
KB Slide/Float Stone Clr	BROWNSTONE
KB Vinyl color	Brown
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	DARK BROWN
KK Ground Cover	Buried
Laminated Half Panel	WHITE-BLACK-WHITE

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Laminated Panel	FOREST GREEN-SAND-FOREST GREEN
Quantum II Nar Hood Color	GRAYSTONE
Rev Spin Body	BEIGE
Rev Spin Handle	FOREST GREEN
Rock N Ship_Mounting	Buried
Section 3 Slide Color	GRAYSTONE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001134	KB DK/DK PLATE 203 MM/8"	3	16.00	0.22	201.00	603
100005463	ROOF THATCH TAN F/KB	2	392.00	137.48	2,920.00	5,840
100005464	PALM TREE FORGRN F/KB 127MM POST	13	40.00	49.61	606.00	7,878
100010121	INSERT "MAZE" W/HDWR	1	12.00	0.25	803.00	803
100010122	INSERT "ALPHABET" W/HDWR	1	12.00	0.25	795.00	795
200007091	WHEEL SHIP STEERING KB	1	11.00	2.13	385.00	385
200007097	PANEL ADJUSTABLE COUNTER KB	1	46.00	6.56	601.00	601
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0
200013797	KB 10' POST PLUS GLV. W/ALUM.CAP	5	67.00	2.60	471.00	2,355
200013800	KB 136" POST PLUS GLV. W/ALUM.CAP	9	77.00	3.10	506.00	4,554
200013805	KB 8' POST PLUS GLV.W/ALUM.CAP	3	54.00	1.49	401.00	1,203
200013892	RAIL SINGLE KB	1	11.00	0.26	234.00	234
200013892	RAIL SINGLE KB	1	11.00	0.26	234.00	234
200013919	LOOP TRANSITION KB	2	13.00	1.69	323.00	646
200013924	LOOP ASSY SAFETY KB	6	43.00	7.04	631.00	3,786
200015483	KB 164" POST PLUS GLV. W/ALUM.CAP	4	89.00	3.60	589.00	2,356
200015486	KB 176" POST PLUS GLV. W/ALUM.CAP	2	96.00	3.10	618.00	1,236
200023510	PANEL MAZE/FIND THE DINOSAUR KB PTMT.	1	41.00	8.93	1,160.00	1,160
200034344	LADDER RING CHALLENGE F/KB 2440	1	75.00	28.38	1,215.00	1,215
200066522	STEPS DECK/DECK 815 MM W/SAFETY RAILS K	1	264.00	27.27	2,115.00	2,115
200068586	PANEL BAMBOO F/KB DKMT.	5	23.00	6.05	671.00	3,355
200079019	KB LEG LIFT BAR	1	6.00	0.22	283.00	283
200125612	STEPS DECK/DECK 1220M W/SFTY RAILS KB	2	386.00	67.17	3,342.00	6,684
200131014	KB 172" GALV. POST WITH ALUM. CAP	1	102.00	4.10	614.00	614
200200003	PANEL "SHIP" F/KB DKMT	1	49.00	6.15	1,057.00	1,057
200200075	KB PANEL FLT.TP. "SIGN LANGUAGE" PTMT	1	32.00	1.85	1,212.00	1,212
200200077	KB PANEL ARCH "SOLAR SYSTEM" PTMT	1	42.00	2.25	1,201.00	1,201
200200086	KB PANEL ARCH "ANIMAL MATCH" PTMT	1	42.00	2.25	1,216.00	1,216
200200162	KB 1016MM ELBOW SLIDE LEFT	1	98.00	42.00	1,253.00	1,253
200200484	BONGO PANEL FREE-STAND	1	95.00	12.00	2,028.00	2,028
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00	0.00	0
200200663	KB TELESCOPE PANEL (DKMT)	1	60.00	4.00	1,654.00	1,654
200200686	POST PLUS 186" W/ALUM CAP F/KB	1	102.00	0.00	612.00	612
200200687	POST PLUS 200" W/ALUM CAP F/KB	1	109.00	0.00	661.00	661
200200688	POST PLUS 213" W/ALUM CAP F/KB	4	116.00	4.60	688.00	2,752
200200785	KB MONKEY LEANOUT SEAT PANEL	2	160.00	31.00	2,132.00	4,264
200201014	RAMP W/TRACKS 1830MM/6'W/SAFETY RAILS KB	1	244.00	15.81	3,040.00	3,040
200201090	KB THERAPEUTIC RINGS	1	25.00	2.00	668.00	668
200201182	KB POST GALV. 7' W/ALUM CAP	3	46.00	2.80	376.00	1,128
200202105	KB 96" HYPERSONIC SLIDE KB Slide/Float Stone Clr: GRAYSTONE	1	255.00	80.00	3,942.00	3,942
200202241	KB ROUNDABOUT OVERHEAD	1	125.00	21.00	1,660.00	1,660
200202247	BRIDGE CLATTER 8' KB W/SFTY.RL(LG HOLE)	1	417.00	31.00	5,848.00	5,848
200202485	KB DECK TRIANGLE LARGE HOLE 11GA	9	59.00	7.25	958.00	8,622
200202492	KB DECK HEX LARGE HOLE 11GA	4	321.00	25.17	3,972.00	15,888
200202562	KB TRANS STAT 1220 SFTY RL 11GA	1	378.00	30.58	4,164.00	4,164
200202581	KB ROCK N SHIP	1	1,950.00	480.00	22,654.00	22,654
200202720	NU-EDGE STUMP PINE SHORT F/KB	8	42.00	3.00	733.00	5,864
200202721	NU-EDGE STUMP BIRCH MEDIUM F/KB	1	42.00	4.00	922.00	922
200202725	NU-EDGE 2 STUMP CLIMB 32" F/KB	1	130.00	10.00	2,429.00	2,429

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200202813	MEDIUM FUN ROCK F/KB 48" DECK(ING)	1	350.00	95.00	15,880.00	15,880.00
200202820	NU-EDGE ROCK CHALLENGE WALL 96"	1	170.00	12.00	4,865.00	4,865
200202961	NU-EDGE 8' PLANK BRIDGE F/KB	1	150.00	7.00	7,978.00	7,978
200203124	KB QUANTUM II SLIDE 8' SPIRAL LEFT	1	210.00	162.00	6,404.00	6,404
200203226	KB ELECTRONIC ANIMAL PANEL DKMT	1	45.00	1.00	3,198.00	3,198
200203399	POST PLUS 237" W/CAP F/KB	12	135.00	1.40	788.00	9,456
200203400	POST PLUS 248" W/CAP F/KB	1	145.00	1.50	831.00	831
200203413	REVOLUTION INCLUSIVE SPINNER	1	1,000.00	400.00	6,315.00	6,315
200203437	CONCERTO TALL CHIMES	1	110.00	0.00	5,945.00	5,945
200203438	CONCERTO VIBES	1	100.00	13.50	5,929.00	5,929
200203440	CONCERTO SPIN CABASAS MEDIUM	1	60.00	0.00	1,318.00	1,318
200203444	CONCERTO 5-CONGAS	1	70.00	14.00	4,408.00	4,408
200203449	KB CULVERT CLIMBER 40"	1	320.00	0.00	3,471.00	3,471
200203455	CULVERT CLIMBER SMALL FS	3	50.00	0.00	551.00	1,653
200203456	CULVERT CLIMBER MEDIUM FS	2	60.00	0.00	605.00	1,210
200203470	KB ACTIVITY PANEL FRAME DKMT	1	40.00	0.70	518.00	518
200203475	ACTIVITY PANEL FUNHOUSE INSERT	1	20.00	1.20	1,157.00	1,157
200203623	REACH PANEL KB DISCO PARTY	1	45.00	2.50	2,909.00	2,909
200203629	REACH PANEL KB SCRAMBLED SCALES	1	45.00	3.50	3,050.00	3,050
200203635	PANEL REACH SIMON SAYS F/KB	1	55.00	5.00	1,228.00	1,228
200203685	KB STAX SUMMIT CLIMBER	1	462.00	74.00	6,724.00	6,724
200203874	POST PLAYERS DBL BELLS PTMT F/KB	1	50.00	2.00	823.00	823
200203875	POST PLAYERS DBL CHIMES PTMT F/KB	1	50.00	2.00	823.00	823
200203876	POST PLAYERS TONGUE DRUM PTMT F/KB	1	50.00	2.00	1,132.00	1,132
200203877	POST PLAYERS MARACAS PTMT F/KB	1	50.00	2.00	823.00	823
200203878	POST PLAYERS MELODY WHEEL PTMT F/KB	1	50.00	2.00	823.00	823
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	1	1.00	0.00	147.00	147

RiskSign_Included

Product line: Park Service
Age group:

Global defaults

RISK MGNT SIGN CLR

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	10.00	0.00	0

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0
925603	LABEL P/C (5 TO 12 YRS) PPLT	6	1.00	0.00	7.40	44
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	0
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
Curb	Ribbon Curb	258	0.00	0.00	20.00	5,160
Drainage	Drainage	1	0.00	0.00	4,000.00	4,000
EPDM	Poured In Place (PIP) Rubber Surface	4311	0.00	0.00	20.00	86,220
PRMT	Permit	1	0.00	0.00	1,800.00	1,800
SSD	Signed and Sealed Drawings	1	0.00	0.00	850.00	850

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Totals:

Equipment Weight:	19,602.00 lbs
Equipment Volume:	3,129.02 ft^3
Equipment List:	$242,692.00
Discount Amount:	-$94,649.88
Products Subtotal:	$148,042.12
Products by Other:	$98,030.00
Installation:	$97,076.00
Freight:	$6,800.00 Code: 32117-3129-45440
Estimated Sales Tax*:	$0.00
Grand Total:	**$349,948.12**

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.

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.

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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.

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

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

playworx

(866) 502-5013

Playworx.com

Warranties and Color Selections

little tikes COMMERCIAL

Playgrounds Fun & Easy!™

8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

WARRANTY

Little Tikes Commercial Brand 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 PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KidBuilder® steel clamps.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, 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, Naturtek™ products, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
4. **LIMITED EIGHT (8) YEAR WARRANTY:**
   - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
   - LandSoft Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
   - Integrated shade 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:**
   - Clever Climbers™ products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
   - PVC coating and PE coating against cracking or peeling.
   - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
   - GFRP (Glass Fiber Reinforced Polymer) Products.
   - 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:** KidTiles®, Playground Sculptures, products flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. **LIMITED ONE (1) YEAR WARRANTY:**
   - Learning Lab Sensory Tables and Tot Tree plastic components.
   - Belt Swing Seats, and Bucket Tot Swing Seats.
   - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, 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 Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Little Tikes Commercial'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.

LIMITATIONS: All warranty periods begin on the date of Little Tikes Commercial'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 Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferrable.

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial 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 shade fabric as noted above), 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-Little Tikes Commercial parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- 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.

Little Tikes Commercial 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, PROFICT 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.

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

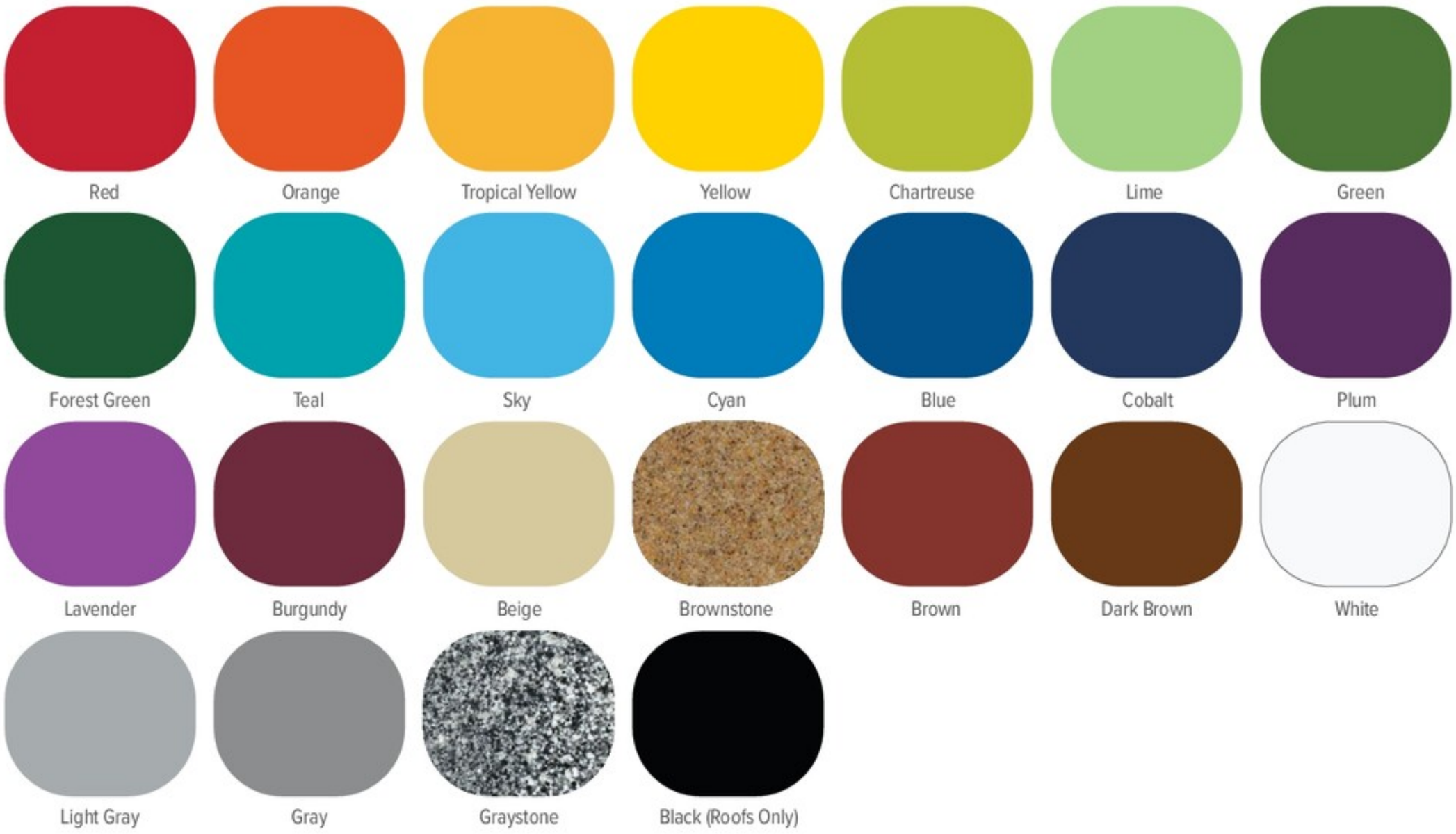
PPLT Farmington, Inc is a PlayPower, Inc. Company. Copyright ©2019 by PlayPower, Inc. All rights reserved

Color

Why Little Tikes Commercial

Plastic Colors

Produced with a compound resin, UV stabilizers, and anti-static guard for superior color fastness, strength, and durability.



Compression Molded Plastic Color Combinations

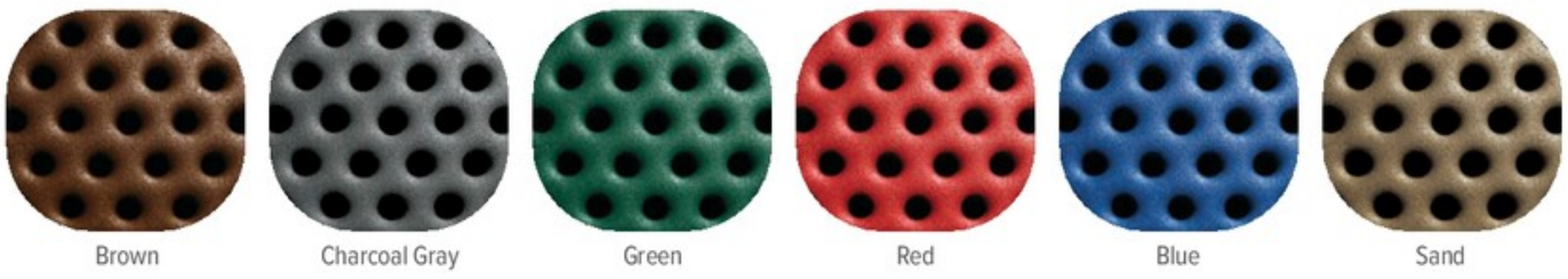


Belt Swing Seat Colors



Vinyl Coating Colors

Available coating colors for decks, steps, ramps, and bridges are shown below. Some colors are not available on certain structures—see your representative for details.



All play equipment must be installed over an appropriate impact absorbing surface that complies with ASTM or CSA standards.

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Color

Why Little Tikes Commercial

Post and Accent Colors

Achieved with a multi-layer paint application process that combats rust/corrosion and ensures a long-lasting finish.



Shade Fabric Colors

Shade Fire Retardant Fabric Colors

Rated the best fire retardant shade fabrics in the industry and they tolerate exposure to harsh and extreme outdoor elements. These fabrics also conform to and exceed California's State Fire Marshall Flame - RETARDENCY Test and the NFPA701 Standard Methods of Fire tests for Flame Propagation.



Colors are subject to change without notice. The color swatches are for reference only, and are an approximation that do not reflect the properties of physical materials, and can vary when printed. For more information on color samples and the most up-to-date specifications consult your local representative. Little Tikes Commercial 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. Little Tikes Commercial 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 Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

NO FAULT LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

NO FAULT SAFETY SURFACE
SAMPLE PRODUCT WARRANTY

Project Name:
Address:

NF Job No.:
Customer:
Date of Completion:

NO FAULT LLC ("NF") warrants to the original purchaser (established as “Customer” above) that the No Fault Safety Surface ("NFSS"), installed under the above referenced Project, will conform to the NFSS specifications and remain free from defects in materials and workmanship for a period of five (5) years, per the terms and conditions provided herein. This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Customer.

This limited warranty shall provide for repairs or replacement of any defective materials or workmanship in the surface area(s) that fail during the warranty period. This warranty shall commence on the date of substantial completion (as established above) and shall provide for one hundred (100%) of the cost to repair or replace the failed area(s) for a period of one year. Thereafter, the warranty covers eighty percent (80%) of the cost to repair the affected areas from the first anniversary of substantial completion until the second anniversary of substantial completion. Thereafter, the warranty covers sixty percent (60%) of the cost to repair the affected areas from the second anniversary of substantial completion until the third anniversary of substantial completion. Thereafter, the warranty covers forty percent (40%) of the cost to repair the affected areas from the third anniversary of substantial completion until the fourth anniversary of substantial completion. Thereafter, the warranty covers twenty percent (20%) of the cost to repair the affected areas from the fourth anniversary of substantial completion until the fifth anniversary of substantial completion, at which date NF's obligations under this warranty are terminated.

All warranty claims shall be made in writing to NF within thirty (30) days of the Customer’s knowledge thereof. The written notification from the Customer shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with NF at the installation site (if applicable). NF shall determine the validity of all claims after sufficient evidence has been gathered. NF shall then replace, repair, or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Customer on a warranty claim is exercisable only if said allowance is used to accommodate replacement with NF's then current surfacing system. NF's liability for warranty claims shall in no event exceed the cost of repair or replacement of such area(s) that have failed. Customer agrees that in no event shall NF have any liability to Customer for loss of use or loss of profits or any form of consequential damages.

Any dispute as to whether and to what extent there is a NFSS failure and subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between NF and Customer in order to achieve a mutually agreeable solution. If a solution cannot be reached within thirty (30) days, then either the Customer or NF may submit the matter to an accredited arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties.

This warranty does not include normal wear and tear, discoloration or fading as a result of ultraviolet rays, shrinkage (which is an inherent characteristic of elastic rubber), any damages to the surface during the curing period, or improper sub-base design or construction, including but not limited to surface cracking along expansion joints or separating from an adjacent border, curb, walkway, or existing surface. If the underlying sub-base materials fail for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then NF's warranty shall be rendered invalid.

NF is under no obligation or responsibility to repair and/or replace the NFSS product if damaged by lawn and landscaping equipment; vehicular traffic; vandalism (including burns, cuts, gouges, etc.); product misuse, abuse or alteration; improper drainage; improper or lack of maintenance; any foreign residue that may be deposited on the surface; any foreign matter from surrounding areas (i.e. any substance other than those indicated on NF's MSDS sheets) that may be siphoned through, migrated in, lodged in and/or harden the surface; sharp objects (high heels, spikes, etc.); use of unapproved cleaning materials; or acts of God.

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

NO FAULT LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

NO FAULT SAFETY SURFACE
SAMPLE PRODUCT WARRANTY

Project Name:
Address:

NF Job No.:
Customer:
Date of Completion:

Specifically regarding Underwater, Water Play, and Pool-deck applications, foreign or excessive chemicals in the water can cause potential damage to the NFSS product resulting in fading, chalking, bleeding, and/or degradation. Pool chemicals and water treatments such as "Ozone" and chlorine levels with a ppm of greater than 3 will harm and degrade the NFSS. NF will not warrant the NFSS product when foreign or excessive chemicals are used in or around the surface installation. NF will not warrant against mold or mildew caused by improper drainage and/or improper sloping around the pool area, sauna area, steam area or shower area. Recommended minimum slope for positive drainage is 2% for areas over 2000 SF.

Customer acknowledges that the limited warranty will be voided if the Customer fails to follow the NFSS Maintenance Guidelines (attached hereto); keep maintenance and impact attenuation testing records; or fails to make payment in a timely manner as per the terms and conditions of the agreed contract. Customer also acknowledges and agrees that it will not, under any circumstance, make alterations to the NFSS product without the written authorization of NF. Any unauthorized alteration by the Customer could result in the termination of any existing warranty for the NFSS and shall also give rise to the duty of the Customer to hold harmless, defend and indemnify NF from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

WARNING: Surface areas can become extremely hot due to exposure of direct sunlight. Shoes and/or socks must be worn at all times. Customer is responsible for proper supervision of children when in contact with the surface. In addition, warning signs are recommended to be posted in all areas to prevent small children from touching or crawling on to surface areas that may be hot due to extended sun exposure in excessive temperatures. During winter and/or seasons when temperatures fall below 32°F, the impact attenuation performance of the NFSS system can be compromised. In this case, it is recommended to discontinue use until surface is no longer frozen. No Fault Sport Group assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. No Fault Sport Group also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw events.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. NF SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

NO FAULT LLC: _____

Jay Ratelle, Vice President of Operations

Warranty issue date: _____

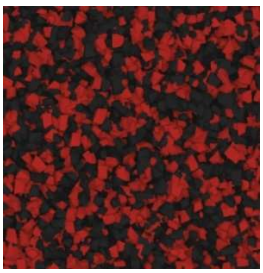
Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

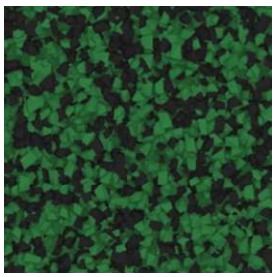
No Fault Safety Surface

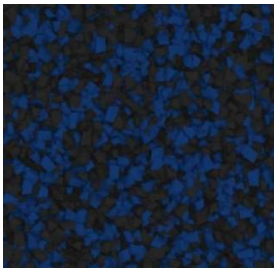
Poured-in-Place Rubber Surfacing

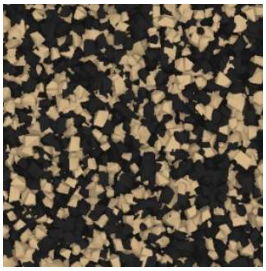
COLOR CHART

50% Black with 50% Standard Color Mixes:


Terra Cotta Red


Green


Blue


Beige

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

For illustration purposes only. Final color selection should be made from actual rubber samples. No Fault is not responsible for variations of actual product color when compared to the color(s) illustrated on this color chart. The color as shown on the color chart will not be an exact match to the product in the field.

playworx

(866) 502-5013

Playworx.com

Required Forms

little tikes COMMERCIAL

Playgrounds Fun & Easy!™

8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH PLAYGROUND - CDBG

BID NO. 24-BG-04

(To be completed in Duplicate)

Bidder's Name: Playpower LT Farmington

Submitted: March 11, 2024

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 his/her 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 Full Submission (2024-R-46 : Sunrise Park North 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,

SUNRISE PARK NORTH 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 part of this Bid. **The bid total is:** $349,948.12

Three hundred forty nine thousand. nine hundred forty eight and twelve cents.

(In Words)

Dollars $ 349,948.12 (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 his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North 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 5% of contract price Dollars (_____),

made payable to City of Holly Hill (Owner).

PlayPower LT Farmington, Inc.
(Name of Bidder) (Affix Seal)

JEFF PRANGLER
(Signature of Officer)

Customer Services Manager
(Title of Officer)

PlayPower LT Farmington, Inc.
Name of Bidder

878 E. HWY 60
Address

Monett, MO. 65708
City/State/Zip

417-354-2281
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 Full Submission (2024-R-46 : Sunrise Park North 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: $ 25,000,000.00

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

O. Give bank reference: JP Morgan Chase Bank 3424 Peachtree Road, Atlanta, GA. 30326

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 from the CFO

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 8th day of March, 2024.

PlayPower LT Farmington, I

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 8th day of March, 2024.

Type text

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 Full Submission (2024-R-46 : Sunrise Park North 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. 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
PLAYPOWER LT FARMINGTON, INC.(F/K/A LITTLE TIKES COMMERCIAL PLAY SYSTEMS) C/O PLAYWORX
878 E. US Hwy 60
Monett, MO 65708

SURETY:
(Name, legal status and principal place of business)
LEXON INSURANCE COMPANY
10002 Shelbyville Rd.
Louisville, KY 40223

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
CITY OF HOLLY HILL

1065 Ridgewood Ave, Holly Hill, FL 32117

BOND AMOUNT: Five Percent of Amount bid (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
SUNRISE PARK NORTH PLAYGROUND - CDBG, BID NO. 24-BG-04

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of March, 2024

(Witness)	PLAYPOWER LT FARMINGTON, INC.(F/K/A LITTLE TIKES COMMERCIAL PLAY SYSTEMS) C/O PLAYWORX
	(Principal) (Seal)
	(Title) CUSTOMER SERVICES MANAGER
(Witness)	LEXON INSURANCE COMPANY
	(Surety) (Seal)
	(Title) Jennifer Williams, Attorney in Fact

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Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11118

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Judith A. Lucky-Eftimov, Aerie Walton, Derek J. Elston, Jennifer Williams, Salena Wood, Eric Sauer, Bartlomiej Siepierski, Barbara Pannier, Rachel Fore, Kristin L. Hannigan, Samantha Chierici, Corinne Chapman, Jean Torres, Roger Paraison, Nicholas Kertesz, Dartonya Wright, Tara A. Maquinto, Richard Casa** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counse

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of March, 2024.

By:
Daniel S. Ludie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North 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. 24-BG-04 for Sunrise Park North.

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 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 and Sales Administration 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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

(Signature) _____ Date: 03/08/2024

State of Missouri County of Lawrence

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jeff Prangler who, after first being sworn by me, affixed his/her signature in the space provided above on this 8th day of March, 2024.

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 Full Submission (2024-R-46 : Sunrise Park North 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. c/o Playworx Playsets LLC.

SIGNED BY: JEFF PRAWGLER
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Customer Services and Sales Administration Manager

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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-BG-04

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: 03/08/2024

END OF SECTION

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 24-BG-04

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.

Consultant/Contractor Name and Address

Signature

Jeff Prangler - Customer Services Manager

Name and Title

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Type text here

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: Sunrise Park North Playground
Agency Name: PlayPower LT Farmington, Inc.
Contact person: Jimmy Gandy Title: Sales & Design Consultant
Address of business: 878 E. HWY 60 Monett, MO. 65708
Telephone number: 386-290-4043 Fax number: NA
E-mail address: Jimmy@playworx.com
Federal Employer Identification Number/SSN: 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

  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: Jeff Prangler
Signature:  Date: 03/08/2024
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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/15/2024

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 Insurance Managers (USA), 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:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	James River Insurance Company	12203
INSURER B:	Pennsylvania Manufacturers' Assoc Ins Co	12262
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Playpower Holdings, Inc.
11515 Vanstory Drive
#100
HUNTERSVILLE NC 28078 USA

COVERAGES **CERTIFICATE NUMBER:** 570103598296 **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
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						SIR	$500,000
B	AUTOMOBILE LIABILITY			152300 0652321B	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
				CA				
B	X ANY AUTO			152300 0652321A	10/01/2023	10/01/2024	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS			AOS			BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	X $1,000 Ded. Comp X $1,000 Ded. Collision							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
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)

CERTIFICATE HOLDER
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, Florida 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
Aon Risk Services Central Inc.

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

AGENCY CUSTOMER ID: 570000052633

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Insurance Managers (USA), Inc.	Playpower Holdings, Inc.
POLICY NUMBER	
See Certificate Numbe 570103598296	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Numbe 570103598296	

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

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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The City of Holly Hill

Steven Juengst <sjuengst@hollyhillfl.org>

Sunrise Park Playground Submission

Jimmy Gandy <Jimmy@playworx.com> Thu, Jun 13, 2024 at 11:16 AM
To: Steven Juengst <sjuengst@hollyhillfl.org>
Cc: Michele Moore <mmoore@hollyhillfl.org>

Good Morning Steven,

All products and materials are made in America. Our factory is located in Monett, MO. Our parent company is PlayPower, the owner of Little Tikes Commercial, Miracle Recreation and Playworld and one of the largest manufacturers of commercial playground equipment in the world.

Our design consists of steel posts with stainless steel hardware, climbers made of rotationally molded plastic and or epoxy resin natural looking climbing items and roto molded roofs and post toppers. All roto molded plastics are rust resistant, included the handicap accessible Rock-N-Ship Glider. Much thought and effort went in to this design to limit items which may be susceptible to the coastal air. Steel decks have been PVC dipped to protect the steel against rust.

Our warranty is one of the best in the industry with 15 warranty on all rigid steel components, decks, steps and weldments, all roto molded plastics and sheet plastic components.

Let me know if you have additional questions. I am located in Ormond By The Sea and happy to provide any information needed.

Regards,

Jimmy Gandy
Sales & Design Consultant

Playworx Playsets LLC
(386) 209-4043
8014 CUMMING HWY., STE. 403 #313
CANTON GA 30115

www.PLAYWORX.com

From: Steven Juengst <sjuengst@hollyhillfl.org>
Sent: Thursday, June 13, 2024 10:57 AM
To: Jimmy Gandy <Jimmy@playworx.com>

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Cc: Michele Moore <mmoore@hollyhillfl.org>
Subject: Sunrise Park Playground Submission

[Quoted text hidden]
The City of Holly Hill is conducting an online survey for our Community Redevelopment Agency as it updates its Master Plan. You can help us by completing a survey as you may live or work in Holly Hill or otherwise be connected to the city as a vendor. Please click on the link and scroll down to take the ten minute survey. Thank you for your help!.
Take the Survey

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Playgrounds **Fun** & **Easy!**

September 27, 2021

To: Whom it may concern

RE: Coastal Coating Package Specification

"Coastal Coating Package" consists of three essential components as follows:

1. Product finished with Coastal Coating Package will be subjected to a secondary review to ensure all weld joints are properly prepared for application of the coating package. This secondary review is in addition to standard review performed as part of "normal" production process.

2. Coastal Primer Coat Specification – This primer coat is applied and cured as an addition to the standard finish coat described in 3.

AkzoNobel Interpon 100 series or equivalent, Zinc-rich Gray
Cure Schedule: Gel State, nominal 5 minutes @ 375F
Application thickness 1.6 – 2.2 mil
Adhesion test to ASTM D3359 (b)
Hardness ASTM D3363
Impact Resistance (Direct) ASTM D2794
Flexibility ASTM D522

3. Finish Coat Specification

Finish coat is a Super Durable formulation of a polyester powder coating finish that is applied to a thickness of 3-5 mil. Performance parameters include an impact value of 160 in. lbs., flexibility value of 180 degree-1/4" mandrel, shore hardness value H and a crosshatch adhesion of 100%. Testing is conducted in accordance with ASTM D-792, D-523, D-2794, D-1737, D-3363, D-3359 (b), B117 and D-2247.

Sincerely,

PlayPower LT Farmington, Inc.
878 E. US Hwy 60, Monett, MO 65708
Phone: 800.325.8828

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Date: April 19, 2024

RE: PlayPower LT Farmington, Inc. BABAA Certification

To: Whom it may concern,

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 the iron, steel, manufactured products, and construction Materials used in this contract are in full compliance with the BABAA requirements including:

1. 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 FEMA financial assistance 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.
PlayPower LT Farmington, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the PlayPower LT Farmington, Inc. 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."

_____
Signature of PlayPower LT Farmington, Inc. Authorized Official

Jeff Prangler Customer Services and Sales Administration Manager
Name and Title of PlayPower LT Farmington, Inc. Authorized Official
Best Practices for Documenting Compliance with BABAA

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Attachment: Exhibit Q - Playworx Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Invitation to Bid

NUMBER
24-BG-04

HOLLY HILL
FLORIDA

Sunrise Park North Playground - CDBG

Michele Moore, Finance Director

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH PLAYGROUND - CDBG

BID NO. 24-BG-04

(To be completed in Duplicate)

Bidder's Name: TOP LINE RECREATION INC

Submitted: JUNE 11, 20 24

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 his/her 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 Full Submission (2024-R-46 : Sunrise Park North 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,

SUNRISE PARK NORTH 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:**

THREE HUNDRED and THIRTY SIX THOUSAND, SIX HUNDRED FORTY FOUR DOLLARS and EIGHTY EIGHT CENTS

(In Words)

Dollars $ **336,644.88** (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 his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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 N/A
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 N/A
Certificate as to Corporate Principal: Section 00 62 00 N/A
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 Full Submission (2024-R-46 : Sunrise Park North 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: _____

N/A
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)

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 R PERKINS - VICE PRESIDENT 3221 DUDLEY DR - DELTONA, FL 32738

END OF SECTION

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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. **08/16/2011**

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? **12 YEARS**

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. **PLAYGOUNDS, SHADES, PAVILON, SITE FURNISHING, SAFETY SURFACES,OUTDOOR FITNES.**

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. **ATTACHED 3 REFERENCES**

K. List your major equipment **BCI BURKE PLAYGROUNDS**.

L. Experience in construction work similar in type to this project. **12 YEARS**

M. Background and experience of the principal members of your organization, including the officers. **SONIA PERKINS - 12 YEARS / TERRY PERKINS 37 YEARS / DEBBIE LLOYD /25 YEARS**

N. Credit available: $ **500,000.00**

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

O. Give bank reference: SEACOAST BANK - ASHLEY UNNERSTALL - 407-280-8368

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 JUNE, 20 24.

TOP LINE RECREATION INC
Name of Bidder
By: Sonia Perkins
SONIA 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 June, 2024.

Notary Public
Jennifer Janelle
Notary Public (Print or Type) My commission expires: 3/27/27

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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 407-904-9679 JCROW@BUILDWORX.LLC	BUILDWORX LLC 401 E. SMITH STREET WINTER GARDEN,F 34787	1) CROSS BRIDGE CHURCH -ROCKLEDGE, FL 2) CITY OF WINTER PARK 3) SEMINOLE COUNTY SCHOOLS
STEVE HARTCOURT 561-307-5597 HARCOURTINT@GMAIL.COM	SAFETY 1ST PIP 4711 N. AUSTRALIAN AVE - ST 5 WEST PALM BEACH, FL 33407	1)CITY OF NEW PORT RICHEY 2) CITY OF GREENACRES 3) CITY OF HOLLYWOOD
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North 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. **24-BG-04** for **SUNRISE PARK NORTH PLAYGROUND**.

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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

(Signature) Sonia Perkins Date: 06-10-24

State of FLORIDA County of VOLUSIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Sonia Perkins who, after first being sworn by me, affixed his/her signature in the space provided above on this 10 day of June, 2024.

Notary Public

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 Full Submission (2024-R-46 : Sunrise Park North 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: Sonia Pe[illegible]

(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: 06-10-2024

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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-BG-04

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

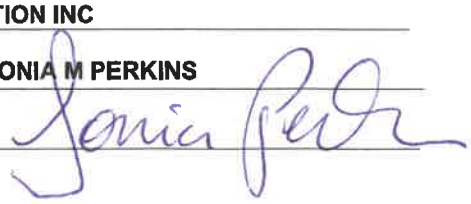
A provision that requires the contractor to comply with public records laws, specifically to:

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**

Authorized representative (signature): 

Date: **06-10-2024**

END OF SECTION

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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 ▶ [signature] Date ▶ 06-10-2024

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,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

END OF SECTION

00 48 70 – 1
SECTION 00 48 80

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance

ITB 24-BG-04

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this 11 day of MARCH, 2024, 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:

Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Contract Price of $ 336,644.88 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 Full Submission (2024-R-46 : Sunrise Park North 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

WITNESS:

_____

TOP LINE RECREATION INC

CONTRACTOR

By_____

SONIA M PERKINS -PRESIDENT

END OF SECTION

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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 SUNRISE PARK NORTH PLAYGROUND, of the City of HOLLY HILL, State of FL,

the following policy or policies; Public Liability Policy No. CSU0142752 effective on,

_____. 20 24,
limits 3,000,000,

Property Damage Policy No. CSU014252 effective on 11/21, 20 23, and expiring

on 11/21, 20 24, limits 3,000,000.

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

00 65 00

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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 VE 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, 2024 to JUNE 1, 2025

WITNESS:

CONTRACTOR: TOP LINE RECREATION INC

By

Title SONIA M PERKINS - PRESIDENT

Sworn to and subscribed before me this 10 day of June, 2024.

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 Full Submission (2024-R-46 : Sunrise Park North 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 SUNRISE PARK NORTH PLAYGROUND, of the City of HOLLY HILL, State of FL,

the following policy or policies: Workmen's Compensation and Employer's Liability

Policy No. WC47-58-512-12

effective on 06/01, 20 23.

Reference Policy No. WC 47-58-512-12 effective on 06/01,

20 23 and expiring on 06-01, 20 24 re

limits 1,000,000.00.

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2024

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
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 : Evanston Insurance Company	35378
INSURER C : Old Dominion Insurance Company	40231
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TOPLINE-01
Top Line Recreation, Inc.
2922 Howland Blvd., Suite 3
Deltona FL 32725

COVERAGES **CERTIFICATE NUMBER:** 450035621 **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	11/21/2023	11/21/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X XCU						MED EXP (Any one person)	$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
C	AUTOMOBILE LIABILITY			CA00021590	1/1/2024	1/1/2025	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)	$
								$
B	UMBRELLA LIAB X OCCUR	Y	Y	EZXS3137652	11/21/2023	11/21/2024	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (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	11/21/2023	11/21/2024	Occurrence Aggregate	1,000,000 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 JH

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2024

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:	
Marsh McLennan Agency, LLC - Bouchard Region 101 North Starcrest Drive Clearwater, FL 33765	PHONE (A/C, No, Ext): (727) 447-6481	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. 100 South Missouri Avenue Clearwater, FL 33756	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	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

Re: Sunrise Park North Playground-CDBG, Bid No. 24-BG-04

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

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

Jackie Georgia

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Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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

IN FAVOR OF:

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

WORK PERFORMED BY CO-EMPLOYEES OF:

Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

ON THE FOLLOWING PROJECT:

Re: Sunrise Park North Playground-CDBG, Bid No. 24-BG-04

FEE FOR THIS WAIVER IS:

Premium will be waived

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: 06/01/2024 Policy No: WC 47-58-512-13 Endorsement No:

Insured: FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. Premium: $

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative

WC 124 (4-84)
WC 00 03 13

Copyright 1983 National Council on Compensation Insurance.

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117	30

All other terms and conditions of this policy remain unchanged.

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: 06/01/2024 Policy No:. WC 47-58-512-13 Endorsement No:
Insured: FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. Premium: $
100 South Missouri Avenue
Insurance Company: American Zurich Insurance Company

WC 99 06 33
(Ed. 05-10) Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: SUNRISE PARK NORTH PLAYGROUND

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

Name/Title: SONIA M PERKINS - PRESIDENT

Signature: Sonia Perkins

Date: 03-11-2024

7b: Type of Trade Codes: CPD

1 = New Construction
2 = Education/Training
3 = Other

7c: Racial/ Ethnic Codes

1= White Americans
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

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: SUNRISE PARK NORTH PLAYGROUND
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: 03-11-2024
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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

SECTION 00 67 00

CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: CITY OF HOLLY HILL

SUNRISE PARK NORTH PLAYGROUND

The undersigned as Contractor has heretofore, on the 11 day of MARCH, 2024, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: SUNRISE PARK NORTH PLAYGROUND for the Contract Price of in accordance with plans and specifications therefore as prepared by Hall & Ogle Architects, Inc., located at 208 Magnolia Avenue, Daytona Beach, Florida 32114.

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 JUNE, 2024.

By _____
Contractor

State of FL

County of Volusia

Sworn to and subscribed before me this 10 day of June, 2024.

_____
Notary Public

NOTARY PUBLIC STATE OF FLORIDA

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

My Commission Expires: 3/27/27

END OF SECTION 00 67 00 - 01

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

"SCHEDULE of UNIT PRICES: SECTION 003100"

QUOTE

QUOTE #	TLRQ5670
PROJECT:	Rev Spring Park

Top Line RECREATION

Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

Bill to:
Michele Moore
City of Holly Hill
Bid No. 24-BG-04
1065 Ridgewood Drive
Holly Hill, FL 32117
386-248-9426
sjuengst@hollyhillfl.org

Ship to:
Michele Moore
City of Holly Hill
Sunrise Park North
1135 Riverside Drive
Holly Hill, FL 32117
386-248-9426
sjuengst@hollyhillfl.org

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
ESTIMATOR	NET 30	Jun 10, 2024	Aug 9, 2024

#	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		City of Holly Hill Bid No. 24-BG-04		
		BCI Burke Playground Structure		
1	134-181108-2	Burke Sunrise Park North • Project Number: 134-181108-2 • User Capacity: 208 • Age Groups: 5 to 12 • Dimensions: 51' 3"x75' 4"	$171,938.00	$171,938.00
1	TLRCD	Top Line Recreation Courtesy Discount	-$25,000.00	-$25,000.00
1	580-1397	Burke Welcome Sign Ages 5-12	$511.00	$511.00
1	COASTAL	Burke Coastal Package	$4,585.01	$4,585.01
1	ENG1DM	FL Engineer Sealed Drawings & Calculations	$1,392.86	$1,392.86
1	FREIGHT	Valley Transport to Holly Hill, FL 32117	$10,514.29	$10,514.29
		Installation Services by Buildworx, LLC.		
1	INSTALL	Installation of playground only. Existing swings to remain in place. Dirt from footer excavation will be removed. Expectations of higher water levels taken into consideration due to location of playground on Inter Coastal waterway.	$64,135.71	$64,135.71
1	FENCE	Scope of Work to include orange safety fencing around perimeter of playground area including swings.	$2,486.67	$2,486.67
1	CONEX	Storage container for equipment	$2,000.00	$2,000.00
1	CURB	Install 250LF Ribbon Curb around for separation of PIP 6" wide x 8" depth	$6,618.67	$6,618.67
		Safety1st Poured-in-Place Safety Surface		
1	PIP	3,740 SF Poured-in-Place Safety Surface Thickness: 2, 2 ½, and 3 ½ inches for 4, 6, and 8' CFH Color: Color/Black 50/50 Work to include. 1. Install a 4" thick compacted recycled concrete stone base	$73,553.33	$73,553.33

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

#	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		2. Install new Rubber PIP safety surface.		
1	STONE	3,740 SF #57 Stone subbase	$21,442.67	$21,442.67
		Additional Services		
1	PERMIT	City of Holly Hill Permit Submittal Service	$2,466.67	$2,466.67
		*** Parts quoted are Genuine BCI Burke Products. Topline Recreation is the sole source provider of playground equipment, manufactured by BCI Burke Company, LLC, in the State of Florida.** ***Customer responsible for removal of existing playground equipment and mulch. Note current swing set to remain in place.**		

SUBTOTAL	$336,644.88
TAX RATE	
SALES TAX	$0.00
TOTAL	$336,644.88

Please contact me if I can be of further assistance.
DEBBIE LLOYD 407-579-1410

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
36	18 / 9	12 / 0	6 / 0	18 / 6	8 / 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.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3735.2 sq.ft.
Perimeter: 248.2 ft.
STRUCTURE SIZE: 10"x51' 4"
POST SIZE(S):

SERIES Burke Basics | Nucleus | Intensity

SITE PLAN VIEW

GROUP:
Structure|StemPlay|Freestanding

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2

Designer: Tugce Raasch

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.256.1250

SUNRISE PARK NORTH

PROPOSAL #: 134-181108-2



Designer: Felicia

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

PROPOSAL #: 134-181108-2

SUNRISE PARK NORTH

Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.266.1250



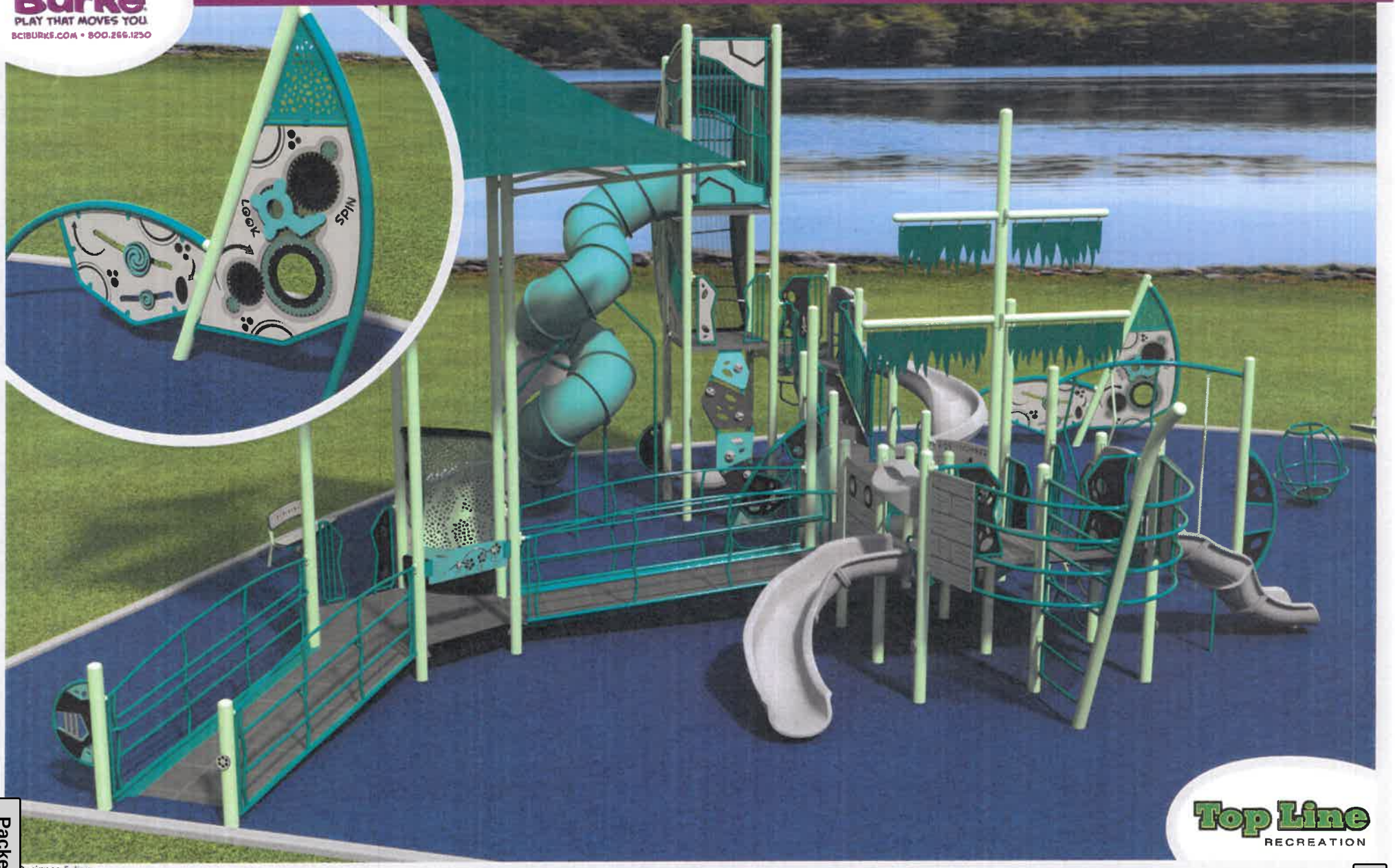
Top Line
RECREATION

3D Designer:

Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.266.1250

SUNRISE PARK NORTH

PROPOSAL #: 134-181108-2



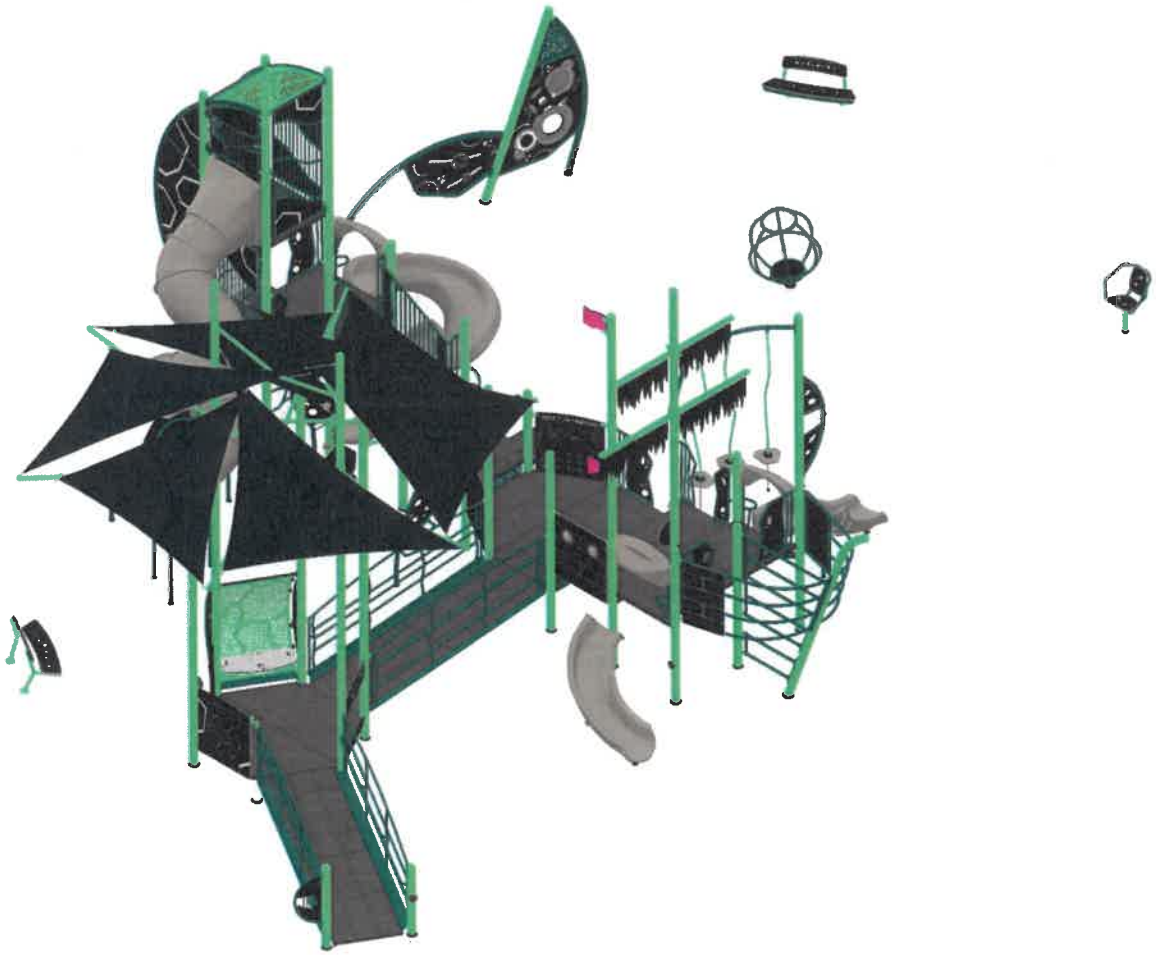
Top Line
RECREATION

Designer: Felicia

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

Sunrise Park North

1135 Riverside Dr | Holly Hill, FL 32117



Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Top Line Recreation, Inc.

2922 Howland Blvd | Deltona, FL 32725 | 800-921-4509

Proposal 134-181108-2 | 6/5/2024

Top Line
RECREATION

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

Sunrise Park North

1135 Riverside Dr | Holly Hill, FL 32117

June 05, 2024

Michele Moore
City of Holly Hill
1065 Ridgewood Ave
Daytona Beach, FL 32117-2807
Phone: 386-248-9426

Dear Michele Moore:

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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.266.1250

DESIGN SUMMARY

Top Line Recreation, Inc. is very pleased to present this Proposal for consideration for the Sunrise Park North 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: Sunrise Park North
- Project Number: 134-181108-2
- User Capacity: 208
- Age Groups: 5 to 12
- Dimensions: 51' 3"x75' 4"
- Designer Name: Tugce Raasch

Top Line Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Sunrise Park North 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 # 134-181108-2 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 Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Top Line RECREATION

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
36	18 / 9	12 / 0	6 / 0	18 / 6	8 / 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: 3735.2 sq.ft.
Perimeter: 248.2 ft.
STRUCTURE SIZE: 10'x51' 4"
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 | Nucleus | Intensity

SITE PLAN VIEW

GROUP:
Structure|StemPlay|Freestanding

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU.

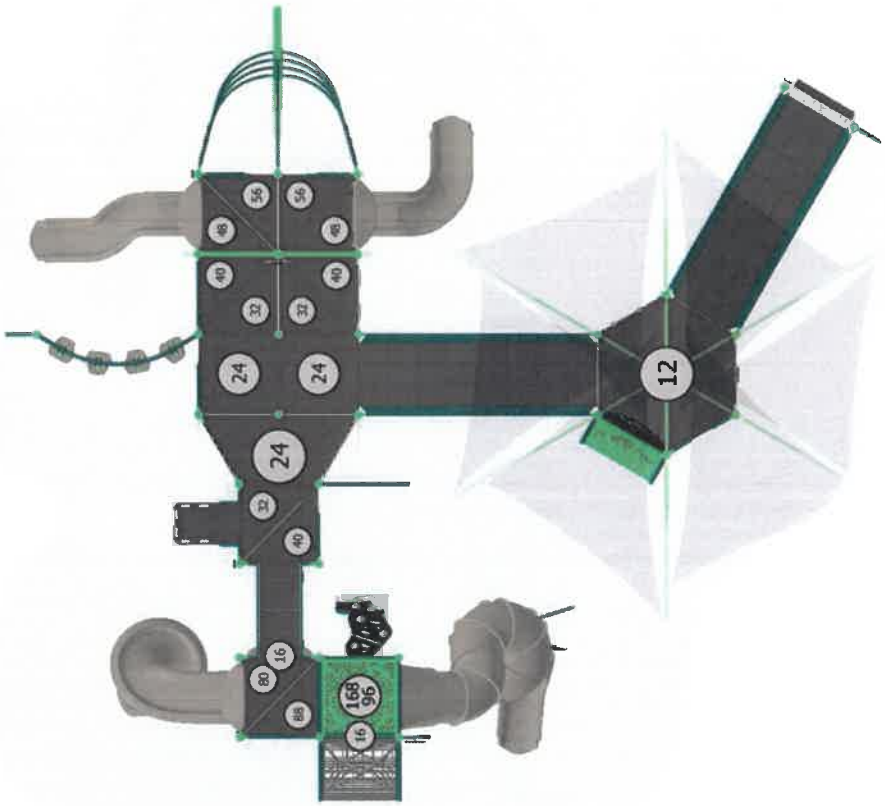
06/05/2024

Top Line Recreation, Inc.
134-181108-2

Designer: Tugce Raasch

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
36	18 / 9	12 / 0	6 / 0	18 / 6	8 / 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: 3735.2 sq.ft.
Perimeter: 248.2 ft.
STRUCTURE SIZE: 10"x51' 4"
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 Nucleus | Intensity

SITE PLAN VIEW

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2
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SERIES Burke Basics

SITE PLAN VIEW

GROUP:
StemPlay

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2
Designer: Tugce Raasch

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POST SIZE(S):

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SERIES Burke Basics

SITE PLAN VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2

Designer: Tugce Raasch

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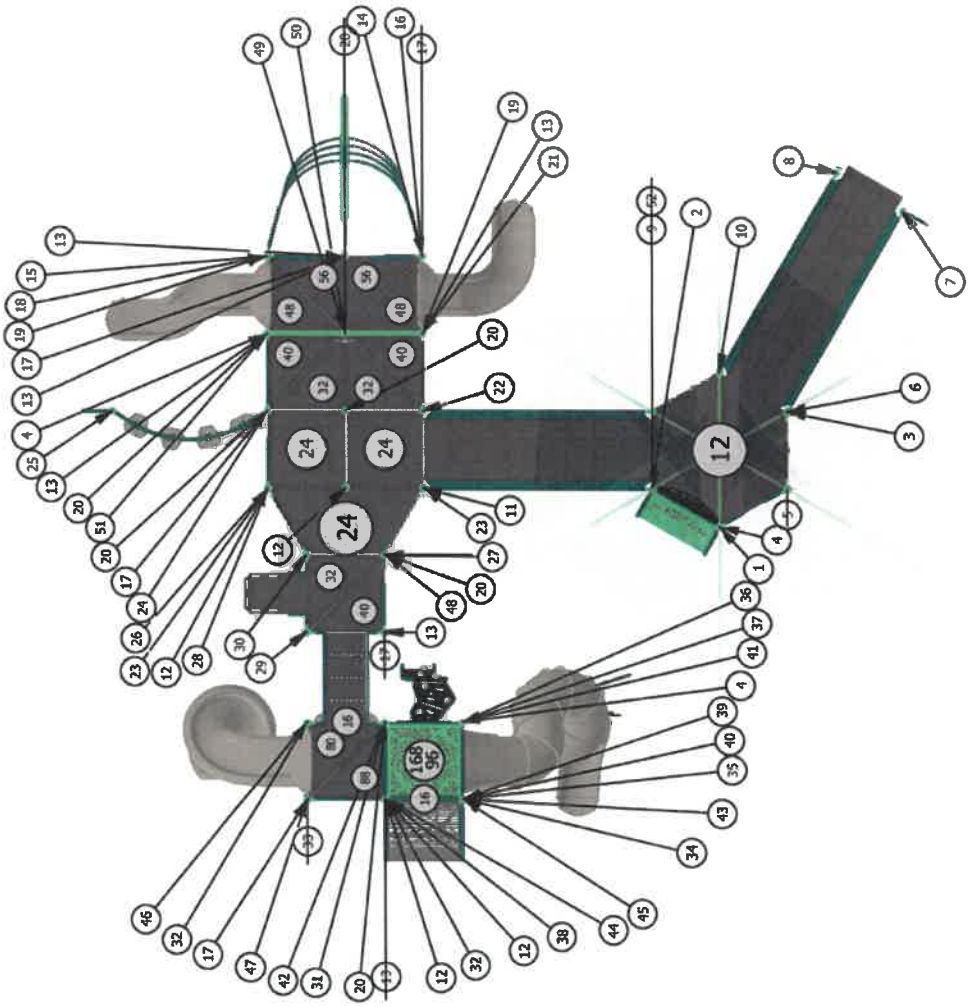
Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

ITEM	COMP.	DESCRIPTION
1	270-0131	HEXAGONAL PLATFORM SSP
2	470-0870	SERENITY SPOT
3	570-2724	RADIATE POST MOUNTED SPINNER
4	270-0120	EVOLUTION UNITARY ENCLOSURE
5	570-2719	SEEKNFIND 2-SIDED PLAY PANEL
6	270-0016	12' ADAAG ENTRANCE RAMP W/GUARDRAIL
7	570-2706	CHIMES CRESCENT PANEL, LEFT
8	570-2721	DOTS POST MOUNTED SPINNER
9	570-2667	BEE ACCESSIBLE REACH PANEL
10	570-0622	PLATFORM ROLL GUARD
11	270-0012	12' ADAAG RAMP W/GUARDRAIL
12	270-0130	SQUARE PLATFORM
13	270-0301	SPLIT SQUARE PLATFORMCLOSURE PLATE
14	570-2722	PETALS POST MOUNTED SPINNER
15	570-2726	WAVES POST MOUNTED SPINNER
16	370-0140	SHIP BOW CLIMBER 56"
17	270-0122	EVOLUTION OFFSET ENCLOSURE
18	470-0819	VIPER S 48-56 W/O HOOD
19	470-0805	SLIDE HOOD, HIGH SIDE WALL
20	270-0009	8" CLOSURE PLATE, ELLIPSE
21	470-0820	VIPER L2 48-56 W/O HOOD
22	570-1733	SHIP BOARD PANEL W/ PORT HOLES 41"
23	570-0735	FLAG POST TOPPER, JOLLY ROGER
24	370-0223	PURSUIT CLIMBER 16"-40"
25	370-0854	VERTO CLIMBER 1
26	270-0132	HALF HEXAGON PLATFORM
27	370-0287	TOPO CLIMBER
28	570-2712	HIDE THE NUMBERS 2-SIDED PLAYPANEL
29	570-2723	PINWHEEL POST MOUNTED SPINNER
30	370-1657	TRANSFER STATION, HANDRAIL 32"
31	370-0041	EVOLUTION 40" TRANSITION STAIR W/ BARRIERS
32	470-0128	FLYLOW POD
33	570-2705	SPOKES POST MOUNTED SPINNER
34	570-2705	SPINNER CRESCENT PANEL
35	570-1545	EVOLUTION 6' OPENING BARRIER
36	470-0811	EVOLUTION ROOF END PLATE
37	370-0236	FORMIS LADDER 96
38	370-1649	EVOLUTION, DECK TO ROOF CLIMBER
39	470-0120	COBRA SLIDE CORKSCREW RIGHT 168"
40	570-1544	EVOLUTION SHORT CURVED TOP BARRIER
41	570-1546	EVOLUTION TALL BARRIER
42	570-1557	EVOLUTION TALL CURVED TOP BARRIER, LEFT
43	470-0015	EVOLUTION SQUARE ROOF
44	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
45	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
46	470-0872	EXTREME TWIST SPIRAL SLIDE
47	370-1666	SHASTA CLIMBER, 80"-96"
48	570-2662	CRAZY MAZE 2-SIDED PLAY PANEL
49	670-0408	POST MOUNTED SHIP'S WHEEL ASSEMBLY
50	470-0619	SHIP MAST/SAIL ASSEMBLY
51	370-0861	TREE BRANCH CLIMBER 40"
52	470-0678	ARA HEX SHADE CANOPY



SERIES Nucleus | Intensity

COMPONENT VIEW

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

06/05/2024

Top Line Recreation, Inc.
134-181108-2
Designer: Tugce Raasch

Burke
PLAY THAT MOVES YOU

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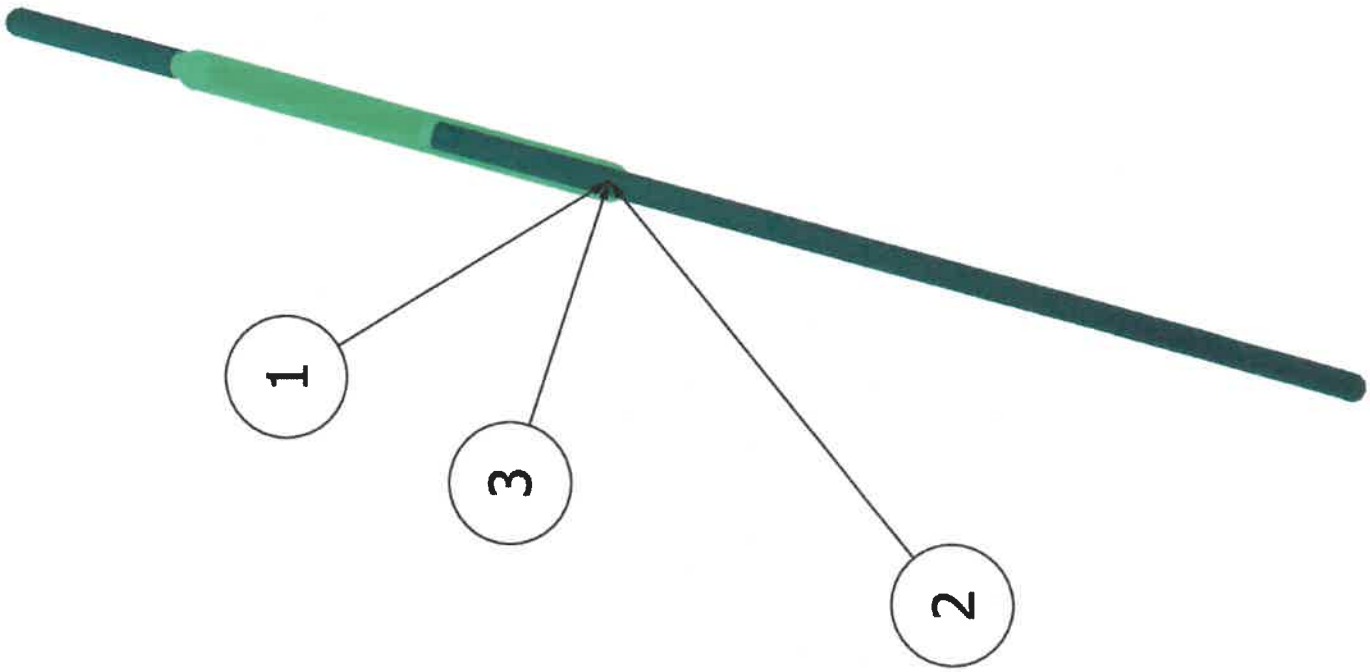
Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

ITEM	COMP.	DESCRIPTION
1	560-1701	STEMPLAY TALL ACTIVITY FRAME
2	560-2685	STEMPLAY MOMENTUM
3	560-2692	STEMPLAY GEARS



SERIES Burke Basics

COMPONENT VIEW

GROUP:
StemPlay

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU!

06/05/2024

Top Line Recreation, Inc.
134-181108-2

Designer: Tugce Raasch

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Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

ITEM	COMP.	DESCRIPTION
1	560-2586	COMET I
2	560-2735	ARO SPINNING CHAIR
3	580-0235	BENCH



SERIES Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

06/05/2024

Top Line Recreation, Inc.
134-181108-2
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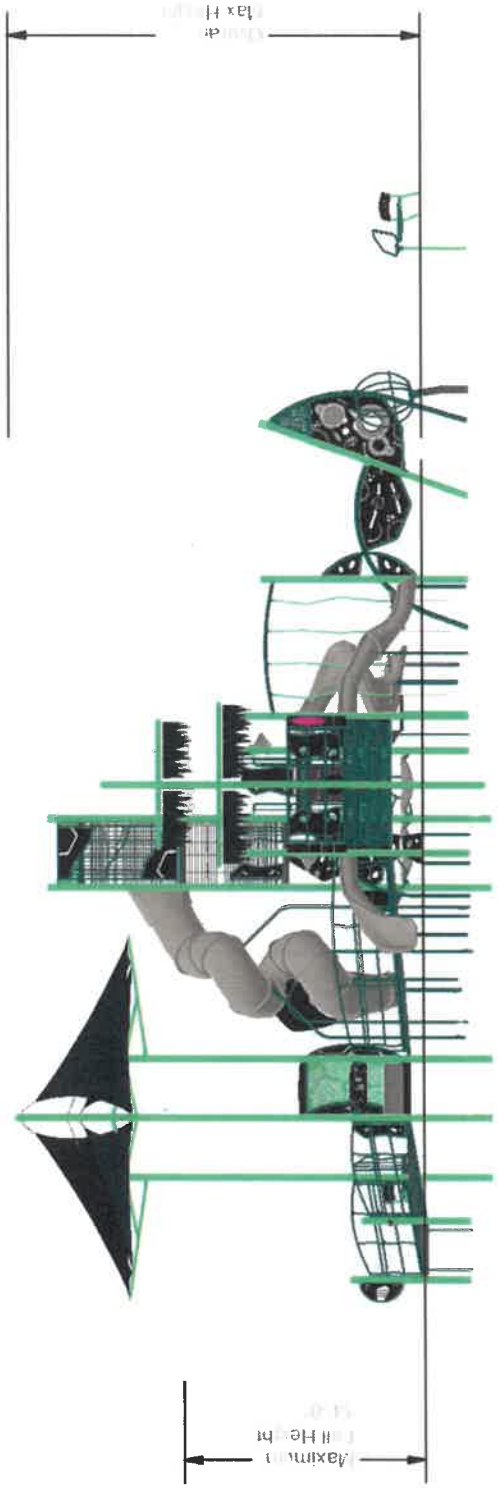

SERIES	Burke Basics | Nucleus | Intensity	ELEVATION VIEW
GROUP: Structure|StemPlay|Freestanding **DESIGNED FOR AGES:** 5 to 12	**Sunrise Park North** Holly Hill, FL 32117 Burke PLAY THAT MOVES YOU	06/05/2024 **Top Line Recreation, Inc.** **134-181108-2** Designer: Tugce Raasch

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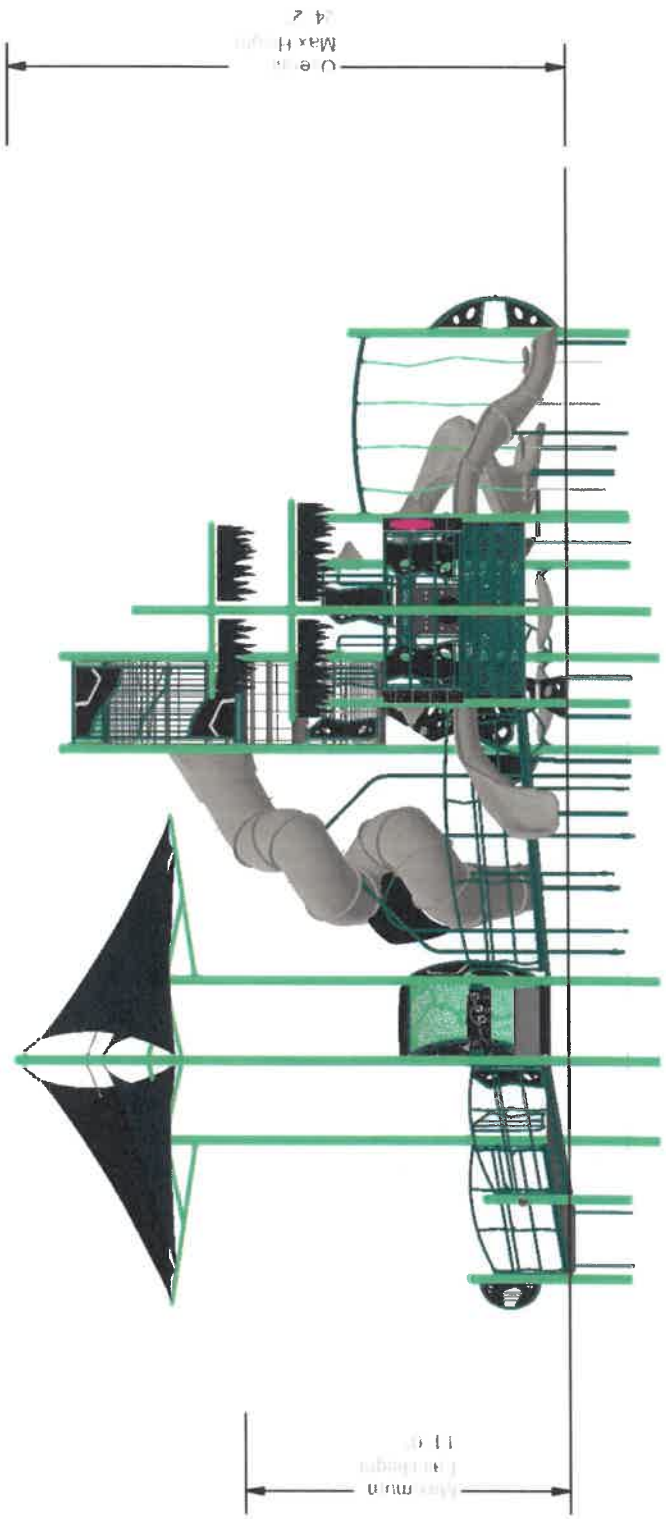

SERIES	Nucleus | Intensity	ELEVATION VIEW
GROUP: Structure	**Sunrise Park North**	06/05/2024
DESIGNED FOR AGES: 5 to 12	Holly Hill, FL 32117	**Top Line Recreation, Inc.**
	Burke PLAY THAT MOVES YOU	**134-181108-2**
		Designer: Tugce Raasch

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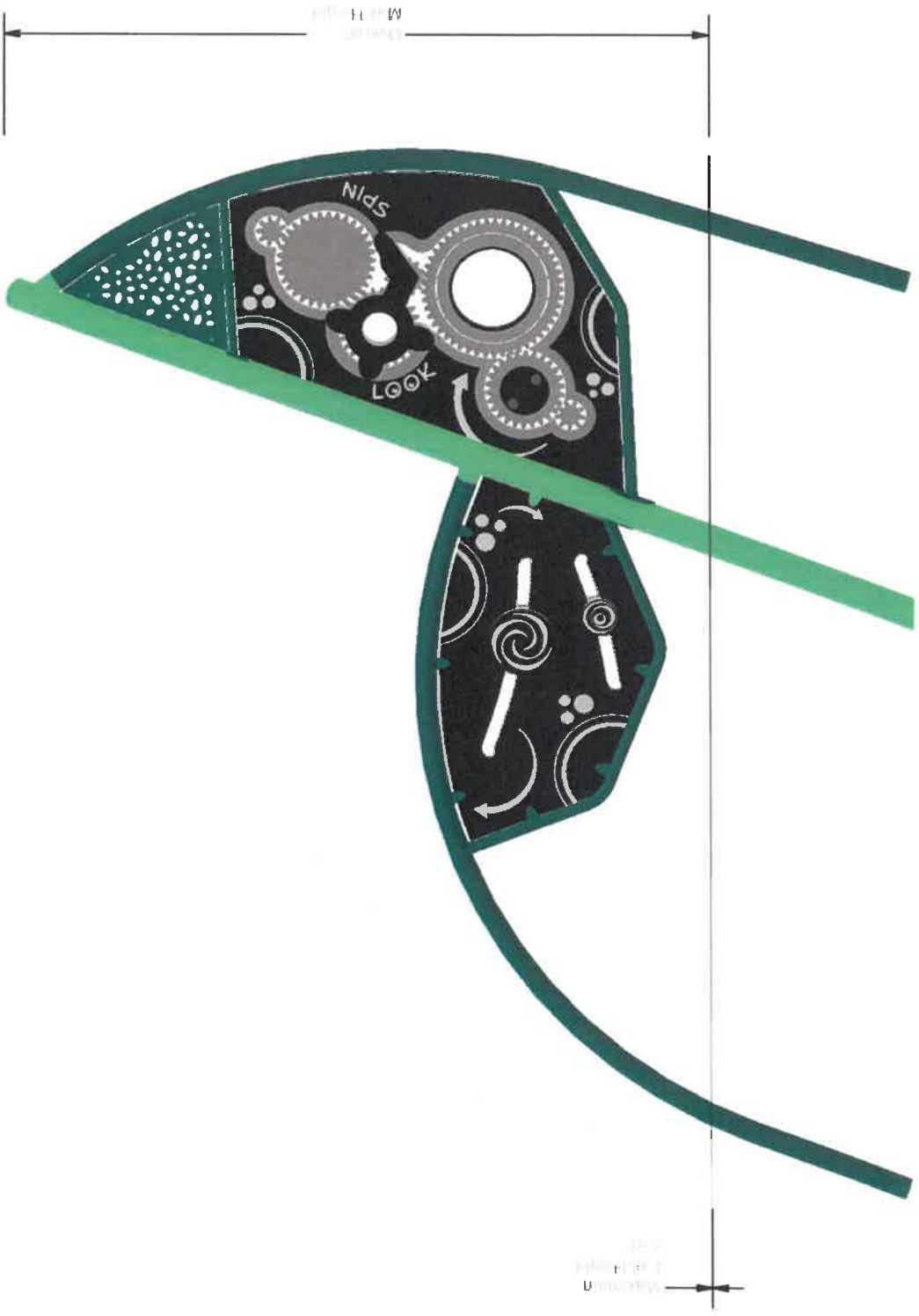

SERIES Burke Basics		ELEVATION VIEW
GROUP: StemPlay	**Sunrise Park North** Holly Hill, FL 32117	06/05/2024
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**Top Line Recreation, Inc.** **134-181108-2** Designer: Tugce Raasch

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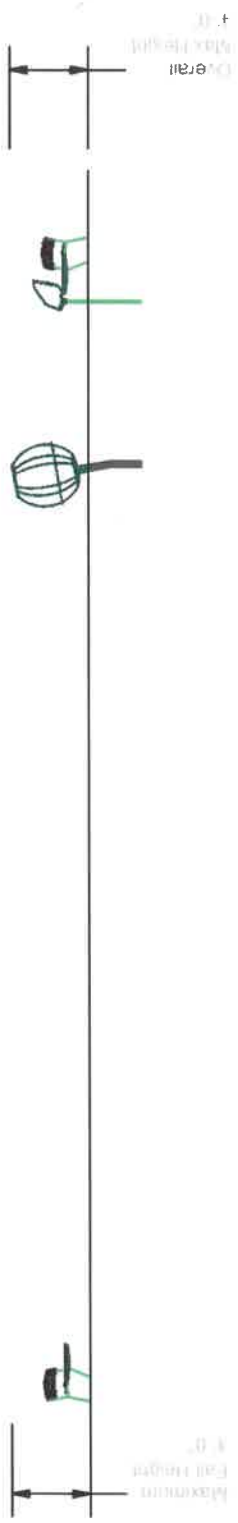

SERIES	Burke Basics	ELEVATION VIEW
GROUP: Freestanding	**Sunrise Park North**	06/05/2024
DESIGNED FOR AGES: 5 to 12	Holly Hill, FL 32117	**Top Line Recreation, Inc.**
	Burke PLAY THAT MOVES YOU	**134-181108-2**
		Designer: Tugce Raasch

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)



SERIES	Burke Basics | Nucleus | Intensity	ISOMETRIC VIEW
GROUP: Structure|StemPlay|Freestanding	**Sunrise Park North** Holly Hill, FL 32117	06/05/2024
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**Top Line Recreation, Inc.** **134-181108-2** Designer: Tugce Raasch

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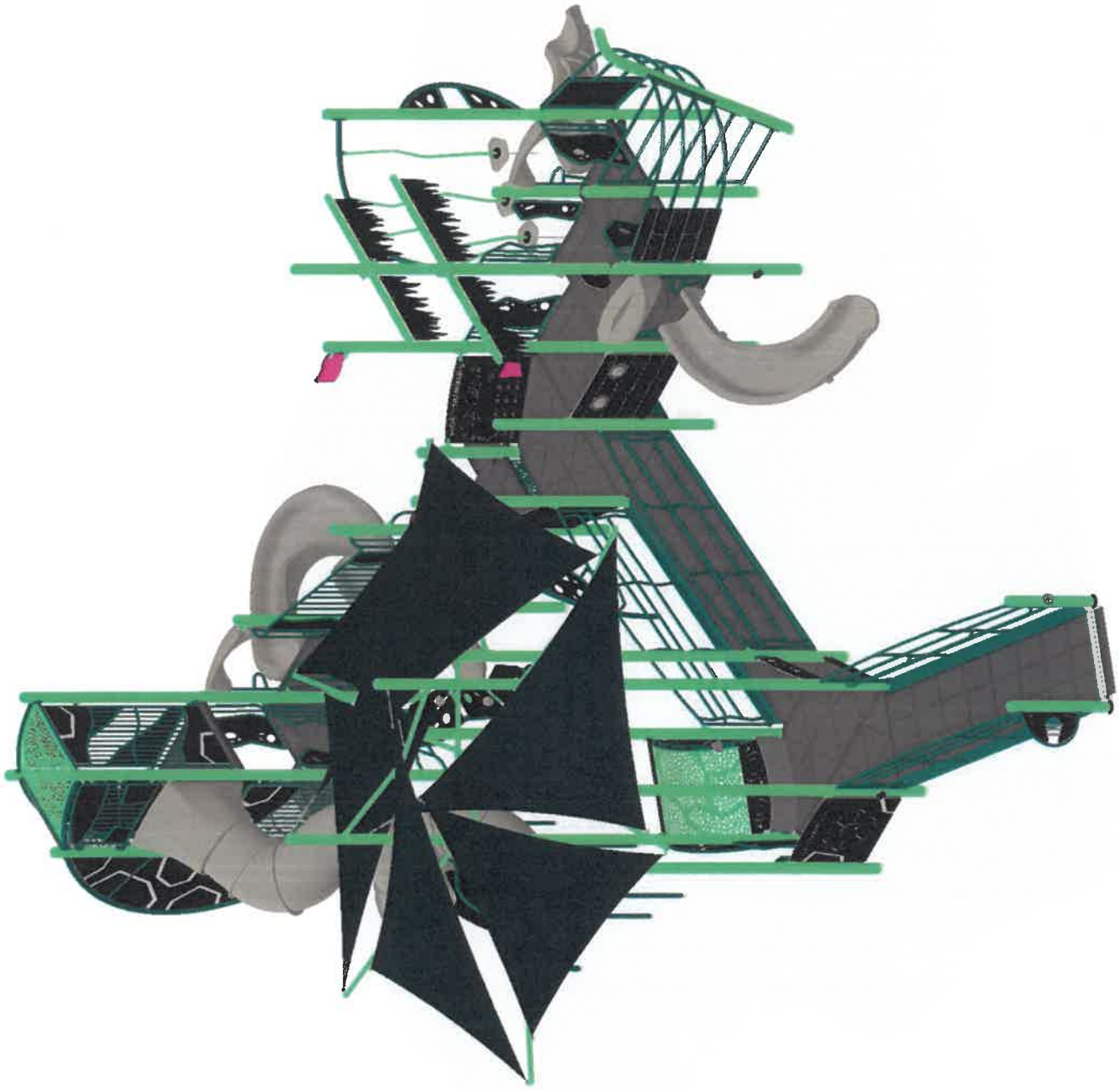

SERIES Nucleus | Intensity		ISOMETRIC VIEW
GROUP: Structure	**Sunrise Park North**	06/05/2024
	Holly Hill, FL 32117	**Top Line Recreation, Inc.**
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**134-181108-2**
		Designer: Tugce Raasch

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SERIES Burke Basics		ISOMETRIC VIEW
GROUP: StemPlay	**Sunrise Park North**	06/05/2024
DESIGNED FOR AGES: 5 to 12	Holly Hill, FL 32117	**Top Line Recreation, Inc.**
	Burke PLAY THAT MOVES YOU!	**134-181108-2**
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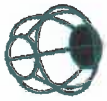



SERIES Burke Basics		ISOMETRIC VIEW
GROUP: Freestanding **DESIGNED FOR AGES:** 5 to 12	**Sunrise Park North** Holly Hill, FL 32117 Burke PLAY THAT MOVES YOU	06/05/2024 **Top Line Recreation, Inc.** **134-181108-2** Designer: Tugce Raasch

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.266.1250

Sunrise Park North

Proposal 134-181108-2 | 6/5/2024 | 2024 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.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
	Structure					
Nucleus						
072-0500-100C	5" OD X 100" CAPPED POST	1	0	0	53	53
072-0500-108C	5" OD X 108" CAPPED POST	2	0	0	57	114
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-120C	5" OD X 120" CAPPED POST	1	0	0	63	63
072-0500-124C	5" OD X 124" CAPPED POST	3	0	0	65	195
072-0500-132C	5" OD X 132" CAPPED POST	4	0	0	69	276
072-0500-144C	5" OD X 144" CAPPED POST	2	0	0	76	152
072-0500-156C	5" OD X 156" CAPPED POST	1	0	0	82	82
072-0500-164C	5" OD X 164" CAPPED POST	1	0	0	86	86
072-0500-168C	5" OD X 168" CAPPED POST	2	0	0	88	176
072-0500-76C	5" OD X 76" CAPPED POST	1	0	0	40	40
072-0500-84C	5" OD X 84" CAPPED POST	1	0	0	44	44
072-0502-180S	5" OD X 180" SWAGED POST	1	0	0	94	94
072-0502-216S	5" OD X 216" SWAGED POST	2	0	0	113	226
072-0502-220S	5" OD X 220" SWAGED POST	8	0	0	115	920
072-5503-64T	5" OD X 64" TOP ALUMINUM CAPP...	1	0	0	13	13
072-5503-68T	5" OD X 68" TOP ALUMINUM CAPP...	1	0	0	14	14
072-5503-80T	5" OD X 80" TOP ALUMINUM CAPP...	1	0	0	16	16
072-5503-84T	5" OD X 84" TOP ALUMINUM CAPP...	1	0	0	17	17
270-0009	8" CLOSURE PLATE, ELLIPSE	6	0	0	8	48
270-0012	12' ADAAG RAMP W/GUARDRAIL	1	18	18	516	516
270-0016	12' ADAAG ENTRANCE RAMP W/GUA...	1	18	18	548	548
270-0120	EVOLUTION UNITARY ENCLOSURE	3	0	0	34	102
270-0122	EVOLUTION OFFSET ENCLOSURE	5	0	0	34	170
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0131	HEXAGONAL PLATFORM S5P	1	12	12	287	287
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	6	4	24	108	648
370-0041	EVOLUTION 40" TRANSITION STAI...	1	8	8	301	301
370-0140	SHIP BOW CLIMBER 56"	1	12	12	366	366
370-0223	PURSUIT CLIMBER 16"-40"	1	4	4	127	127
370-0236	FORMIS LADDER 96	1	8	8	130	130
370-0287	TOPO CLIMBER	1	3	3	76	76
370-0861	TREE BRANCH CLIMBER 40"	1	2	2	17	17
370-1649	EVOLUTION, DECK TO ROOF CLIMBER	1	7	7	472	472
370-1657	TRANSFER STATION, HANDRAIL 32"	1	4	4	135	135
370-1666	SHASTA CLIMBER, 80"-96"	1	4	4	32	32
470-0008	EVOLUTION SIDE ROOF SUPPORT, ...	1	0	0	18	18
470-0009	EVOLUTION SIDE ROOF SUPPORT, ...	1	0	0	18	18
470-0015	EVOLUTION SQUARE ROOF	1	0	0	42	42

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470-0120	COBRA SLIDE CORKSCREW RIGHT 168"	1	3	3	539	539
470-0128	FLYLOW POD	2	2	4	27	54
470-0619	SHIP MAST/SAIL ASSEMBLY	1	0	0	139	139
470-0678	ARA HEX SHADE CANOPY	1	0	0	575.864	575.864
470-0805	SLIDE HOOD, HIGH SIDE WALL	2	0	0	32	64
470-0811	EVOLUTION ROOF END PLATE	1	0	0	12	12
470-0819	VIPER S 48-56 W/O HOOD	1	2	2	127	127
470-0820	VIPER L2 48-56 W/O HOOD	1	2	2	127	127
470-0872	EXTREME TWIST SPIRAL SLIDE	1	2	2	217	217
570-0622	PLATFORM ROLL GUARD	1	0	0	8	8
570-0735	FLAG POST TOPPER, JOLLY ROGER	2	0	0	9	18
570-1544	EVOLUTION SHORT CURVED TOP BA...	1	0	0	50	50
570-1545	EVOLUTION 6' OPENING BARRIER	1	0	0	78	78
570-1546	EVOLUTION TALL BARRIER	1	0	0	78	78
570-1557	EVOLUTION TALL CURVED TOP BAR...	1	0	0	114	114
570-1733	SHIP BOARD PANEL W/ PORT HOLE...	1	2	2	47	47
570-2662	CRAZY MAZE 2-SIDED PLAY PANEL	1	2	2	44	44
570-2667	BEE ACCESSIBLE REACH PANEL	1	2	2	16	16
570-2705	SPINNER CRESCENT PANEL	1	1	1	17	17
570-2706	CHIMES CRESCENT PANEL, LEFT	1	1	1	17	17
570-2712	HIDE THE NUMBERS 2-SIDED PLAY...	1	2	2	70	70
570-2719	SEEK'N'FIND 2-SIDED PLAY PANEL	1	2	2	53	53
570-2721	DOTS POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2722	PETALS POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2723	PINWHEEL POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2724	RADIATE POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2725	SPOKES POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2726	WAVES POST MOUNTED SPINNER	1	1	1	0.7	0.7
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0408	POST MOUNTED SHIP'S WHEEL ASS...	1	1	1	7	7
670-0427	5" OD X 11 GA POST EXTENSION	10	0	0	10	100

Structure

Intensity

370-0854	VERTO CLIMBER 1	1	1	1	35	35
470-0870	SERENITY SPOT	1	2	2	303	303

Total User Capacity: 189
Total Weight: 10194 lbs.
Total Price: $158,474

StemPlay

Burke Basics

560-1701	STEMPLAY TALL ACTIVITY FRAME	1	0	0	235	235
560-2685	STEMPLAY MOMENTUM	1	4	4	35	35
560-2692	STEMPLAY GEARS	1	2	2	74	74
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Total User Capacity: 6
Total Weight: 346 lbs.
Total Price: $7,379

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Freestanding

Burke Basics						
560-2586	COMET I	1	6	6	154	154
560-2735	ARO SPINNING CHAIR	1	1	1	42	42
580-0235	BENCH	2	3	6	55	110
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Total User Capacity: 13
Total Weight: 308 lbs.
Total Price: $6,085

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.266.1250

Sunrise Park North

Proposal 134-181108-2 | 6/5/2024 | 2024 Pricing

COLOR SELECTION LIST | Default Color Option

GROUP 1 (Freestanding)

Flat:	Black
Acc:	Aqua
Panel:	Black-Gray-Black
Post:	Mint

GROUP 2 (StemPlay)

Post:	Mint
Acc:	Aqua
Panel:	Black-Gray-Black
Flat:	Black

GROUP 3 (Structure)

Deck:	Gray
Post:	Mint
Panel:	Black-Gray-Black
Flat:	Black
Acc:	Aqua
Plastic:	Granite
Canopy:	Aqua

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

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 Full Submission (2024-R-46 : Sunrise Park North 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® clamps 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 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 including StoneBorders 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.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 1-800-356-2070. **01/2024**

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

CAPABILITY STATEMENT



Top Line
RECREATION

PARK & RECREATION EQUIPMENT-FLORIDA

1-800-921-4509 • www.TopLineRec.com • info@toplinerec.com • 2922 Howland Blvd., Suite 4, Deltona, FL 32725

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 Merchant Wholesalers

Sonia M Perkins, *President*
386-575-8359
soniap@toplinerec.com

Terry R Perkins, *Vice President*
CPSI Certified
407-466-2909
terryp@toplinerec.com

CERTIFICATION

- Florida Minority Supplier Development Council
- Supplier Diversity & Outreach Program

DIFFERENTIATORS

Warranty consumer friendly | 30 years experience on commercial playgrounds and shades | Appropriate insurance | State wide coverage with expert project consulting | Ability to provide turn-key-project | Ability to customize your project to meet your needs | Purchasing contracts available.

OUR SERVICES

PLANNING & DESIGN | SUPPLY EQUIPMENT | INSTALLATION | MAINTENANCE

PRODUCTS

Playground Equipment Our playgrounds come from BCI Burke, a leader in playground, park and recreation equipment.

Safety Surfacing From Rubber Surfacing to Artificial Turf, Top Line is prepared to meet all your surfacing needs that help keep your kids safe and comfortable.

Field & Court Products Top Line proudly represents the leader in innovative product design, precision engineering and premium manufacturing of sports equipment.

Site Amenities Top Line offers a full line of park and commercial playground site amenities that will add value and comfort to any playground.

Shade & Shelters Our shade structures, covers, tents, awnings, umbrellas, and shade canopies are perfect for playgrounds, pools, bleachers, concession areas, schools, and other outdoor spaces.

Interactive Playgrounds the new way to play. Outdoor Electronic Playground that promotes active learning through active play.

OUR BRANDS

Burke — PLAY THAT MOVES YOU
Exclusive Florida representative for Burke

Shade systems · Yalp · Americana · ForeverLawn SOUTHWEST

PURCHASING CONTRACTS

NATIONALIPA EXPERIENCED • FOCUSED • TRUSTED · HGACBuy · OMNIA PARTNERS · equalis GROUP · Sourcewell Awarded Contract · Brevard Public Schools

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

VISION

Position Top Line Recreation as a leading company within our industry as your partner! We are knowledgeable and experienced about the entire playground process and will work with you from site evaluation and design to project completion.

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 meets your unique interests and needs. It is Top Line Recreation's mission to make sure your play environment exceeds all your expectations!

WE PROUDLY REPRESENT

Burke
PLAY THAT MOVES YOU.

EXCLUSIVE FLORIDA REPRESENTATIVE
Playground and Fitness Equipment
www.bciburke.com

Shade Systems Inc:
Shade Structures, Canopies, Umbrellas, & Awning Covers
www.shadesystemsinc.com

Americana:
Pavilions, Commercial Park Shelters, & Commercial Walkways
www.americana.com/commercial

Forever Lawn:
Playground Grass, Sports Grass, Golf Grass, K9 Grass
www.foreverlawn.com

Frog Furnishings:
Recycled Plastic Site Amenities
www.frogfurnishings.com

Patterson-Williams:
Site Furnishings
www.patterson-williams.com

Premier Polysteel:
Outdoor Furniture
www.premierpolysteel.com

PW Athletic:
Athletic Equipment
www.pwathletic.com

YALP:
Interactive Playgrounds
www.yalp.com

SIGNATURE PROJECTS


John Knox Village
Pompano Beach, FL


North Charlotte Regional Park
North Charlotte, FL


27th Ave Beachfront Park
New Smyrna Beach, FL


Princess Meadows
Coral Springs, FL


Fortune Athletic Complex
Kissimmee, FL


Merrit Park
Delray Beach, FL



Top Line
RECREATION

1-800- 921-4509
www.TopLineRec.com
info@toplinerec.com
2922 Howland Blvd., Suite 4
Deltona, FL 32725

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TOP LINE RECREATION INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2922 HOWLAND BLVD ST 4

Requester's name and address (optional)

6 City, state, and ZIP code

DELTONA, FL 32725

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

4 5 - 3 0 0 9 1 0 9

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 ▶ Sonia Perkins Date ▶ 01-01-2024

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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, 2024, that its most recent annual report/uniform business report was filed on January 3, 2024, 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 Third day of January, 2024



Secretary of State

Tracking Number: 6575965205CC

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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

FLORIDA

2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

TOP LINE RECREATION INC
2922 HOWLAND BLVD STE 4
DELTONA, FL 32725-2900

Certificate Number

74-8017064943-7

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 Full Submission (2024-R-46 : Sunrise Park North 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)

10/01/2023
Issued Date

FL04221
Certificate Number

10/01/2024
Expiration Date

Ying McGuire
NMSDC CEO and President

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.®

Hillsborough County Florida

Board of County Commissioners
Economic Development Department
Minority and Disadvantaged Business Development

Minority/Woman Business Certification

Top Line Recreation Inc

HC-2717/22

Valid from July 21, 2022 - September 14, 2024

Approved Lines of Business:

Full Service Recreation Agency Supplying Park, Playground Park and Sporting Equipment

Theresa Kempa
Minority and Disadvantaged Business Manager
Economic Development Department

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

NATALE, JARED

BUILDWORX LLC
685 SALTSDALE ROAD
UMATILLA FL 32784

LICENSE NUMBER: CGC1530248

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

State of Florida

Veteran Business Certification

Buildworx

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
October 6, 2022 to October 6, 2024

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North 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

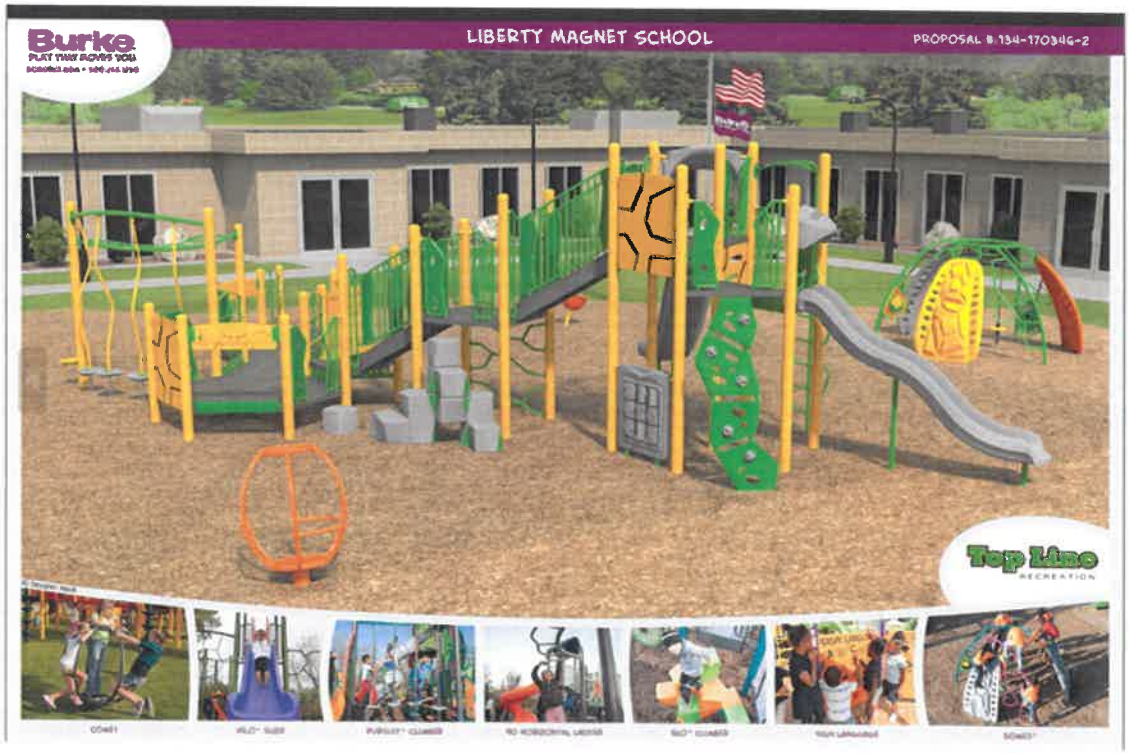
VALUE: $ 116,523.21

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 Full Submission (2024-R-46 : Sunrise Park North 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 Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Burke COASTAL PROTECTION

In order to provide Superior Corrosion Protection in marine, coastal and heavily polluted/high industrial environments, BCI Burke offers a "Coastal Package" powder coat system. This special powder coat system for metal components and upright posts will provide added corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts on the playground structure. Salt spray results on this powder coat system are similar to salt spray results on various stainless steels, and are greater than many automotive industry standards.

WHAT IS "COASTAL PACKAGE"?

The Burke "Coastal Package" starts with the design of the play structure. These product lines inherently will provide corrosion resistance due to their make-up, but with the "Coastal Package" powder coat system added, they are far superior to what is considered "standard" in the playground industry.

Our "Coastal Package" consists of a two-part powder coat system that starts with a layer of an epoxy-based primer powder coat that is formulated specifically for excellent corrosion protection. This base coat also provides good edge protection. The visible outer layer consists of high gloss, super durable corrosion and weather resistant powder coat finish that is formulated to outperform standard powder coating. Combining these two layers provides unmatched corrosion protection on powder coated metal parts in the playground industry. The "Coastal Package" does not affect plastic components, chains, PVC decks/stairs or current hardware. Most play structure hardware is already stainless steel.

FEATURES AND BENEFITS

- Burke provides a 5-year color and gloss warranty with this powder coat system. Data is available showing excellent color and gloss retention in a 5-year South Florida Exposure Test (ASTM D2244 and D523). This powder coat system provides excellent weather-ability. It's perfect for coastal and high humidity areas.
- Burke provides aerosol primer and touch-up paint in the **FREE** Maintenance Kit to address any areas of concern during the installation process, and to provide even more protection for the future of your powder coated metal parts.
- Available in most of Burke's standard colors - custom colors upon request. Contact your local Burke Representative for "Coastal Package" costs.

CUSTOMER RESPONSIBILITIES

Even though this is a highly durable and corrosion resistant coating, certain things such as lack of care during installation, misuse and vandalism can affect the looks of your playground structure. Maintenance is still critical to the playground structure due to these factors. With some effort, it is possible to scratch through the powder coating and down to bare metal. If this happens, corrosion can start. It is important to keep up with routine maintenance and quickly address any damaged areas from improper use of the playground. This will go a long way to keeping the aesthetics of your play structure the way it was intended when it was manufactured at Burke.





Green
Olive
Lime
Mint
Aqua
Sky
Blue
Navy
Purple
Fuchsia
Burgundy
Red
Redwood Matte Finish
Orange
Yellow
Lemon
Gold
Tan
Brown
Black
Charcoal Matte Finish
Silver
White

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

Trademark(s) are the property of BCI Burke Company. © BCI Burke Company 2021. All rights reserved.

January 1, 2024

Build America, Buy America Act (BABAA)

To all our Valued Customers,

BCI Burke Company, which has all of it's equipment manufacturing and business operations located in Fond du lac, WI, hereby certifies that all equipment produced at its facility is compliant to the requirements of The Build America, Buy America Act (BABAA), Pub. L. No. 117-58, §§ 70901-70952 and Buy America Law, 23 U.S.C. § 313 and 23 CFR § 635.410.

We thank you for joining our movement in bringing Play That Moves You to your community!

Sincerely,

Scott Liebelt
Director of Engineering & Product Development
BCI Burke Company, LLC
(920)933-6692
sliebelt@bciburke.com

Attachment: Exhibit R - Top Line Full Submission (2024-R-46 : Sunrise Park North Playground - CDBG)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 25, 2024**
FROM: **Brian Walker**
SUBJECT: **Lien Reduction - 654 6Th Street**
NUMBER: **(ID # 4550)**
APPLICANT: **Fares & Faud Said**
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien for code enforcement liens that have been placed on the real property located at 654 6th Street, Holly Hill, FL 32117. The property is currently owned by Kevin Brown. Fuad Said and Fares Said are proposing to buy the property and intend to close on June 28, 2024.

An Order of Non-Compliance was issued on June 29, 2018, to the property owner for violations of the Section 26-61(1) concerning high grass and weeds and Section 26-61 (3) of the Land Development Regulations of Holly Hill for vermin. **The property remains non-compliant.**

The order of lien has applied a Special Master fee of $250.00 plus $100 for an outstanding fine and $50.00 per day, per violation for 2 violations against the property. As of the request for a lien reduction, the amount of the lien is $204,550 ($204,200 + $250.00 + $100).

The property went again before the Special Master on March 22nd, 2024, and was found to be in violation of several sections of the International Property Maintenance Code as shown in **Exhibit B** listed within the attached Lien Reduction Packet. As of yet, no lien has been recorded in connection with these violations.

The property is not in compliance; however, the proposed owners are willing to enter into an agreement to bring the property into compliance in exchange for a lien reduction. The property therefore qualifies for a lien reduction under the terms and conditions of the agreement.

I negotiated with the proposed buyer of the property representing the owner for an agreed upon settlement reducing the lien from $204,200 to a payoff payment of **$21,198.16**

The payoff has been calculated as follows:

Direct expenses to the City include:

Finance Dept.	$18.86 + 35% x1	=$25.46
Code Enforcement	$22.48 +35% x 10	=$303.48
Administrator fees		= $74.22
Total Admin Cost		**= $403.16**
Other fees.		
Original Special Master Fines	$250.00 x 1	= $250.00
Citation		=$100.00
Filing Fee		=$10.00
Release of lien fee		=$15.00
Other fees total		**=$375.00**

SUBTOTAL **$778.16**

Plus 10% of original lien (excluding $250 SM fine and citation) $204,200 x 10% = **20,420.00**

Total lien payoff **$21,198.16**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$21,198.16**

STAFF RECOMMENDATION:

Reduce the lien from $204,550 to the amount of **$21,198.16**only if the following condition(s) are met:

1. The new property owners have eliminated all violations on the property by December 31, 2024 **and**,

2. Paid the amount of **$21,198.16**to the City of Holly Hill by **5:00 pm on Monday, July 15, 2024, (or within two weeks after closing)** or before such date.

If such conditions are not met, the City shall not release the $204,200 lien and administrative fees and the entire lien shall remain in place and be due, without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to a fine including administrative fees to the amount of **$21,198.16** payable no later than **5:00 pm on July 15, 2024, or within two weeks after closing,** and release all current liens, contingent upon the property having resolved all violations. Failure to pay the lien by the stated date, and remedy all violations by December 31, 2024, will cause the entire lien to remain upon the property and be subject to foreclosure.

- 654 6th Street (PDF)

DocuSign Envelope ID: B89400AC-4B0F-4A3E-9809-6C30A049F832

HOLLY HILL
FLORIDA

RECEIVED
JUN 20 2024

AGREEMENT
Request to Reduce Lien.
654 6th Street.
Holly Hill, FL 3217

WHEREAS, the property located at 654 6th Street Holly Hill, FL 32117, Parcel ID# 523706100090 (Property) has been in a state of disrepair and neglect despite repeated requests for improvements and code enforcement action by the City of Holly Hill (City).

WHEREAS, Faud Said and Fares Said (father and son) are under contract via an Assignment and Assumption of Contract for the purchase of the property with an anticipated closing date no later than July 30, 2024.

WHEREAS, An Order of Non-Compliance was issued on June 29, 2018, to the property owner for violations of the Section 26-61(2) of the Land Development Regulations of Holly Hill IPMC 111.1, IPMC 111.15, IPMC 304.1, IMPA 304.10, IPMC 304.12, and IPMC 304.7. **The property remains non-compliant.**

WHEREAS, The property is currently not in compliance however, the buy is willing to enter into this agreement to bring the property into compliance within a specific period of time in exchange for a reduction in the amount of the lien.

WHEREAS, the City is willing to reduce the lien to Buyer to an amount of $21,198.16 and file a release of lien after payment is made to the City of Holly Hill and the property is in compliance.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

The City will receive payment following the closing through the title company, in the amount of **$21,198.16** as payment for the recorded lien and fines for the violation.

The City hereby agrees to release all liens under the new ownership of Buyer to an amount $21,198.16 and file a release of lien **after** payment is made and the property is in compliance with all code violation.

3) Buyer hereby agrees to:

   a) Acquire the Property within 30 days of the date of the last party to sign this Agreement.

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

DocuSign Envelope ID: B89400AC-4B0F-4A3E-9809-6C30A049F832

HOLLY HILL
FLORIDA

b) No later the December 31, 2024 the Buyer shall remedy all existing code violations and take other action necessary to correct any existing code violations bringing the property into full compliance.

4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of $183,001.84 plus any additional Administrative costs or pursue foreclosure.

5) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill **Buyer** **Date**

By:_____

Title:_____

Date:_____

6/20/24
6/20/24

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

Lien Reduction Request Information Sheet

Property Address: 654 6th Street Date Prepared: 5/30/24

Owner of Property: Kevin L. Brown

Date of Notice of Violation: 6/29/2018

Violations:

1. 26-61(1) High grass/weeds Date of Compliance N/C Exhibit A
2. 26-61(3) Vermin Date of Compliance N/C Exhibit A
3. _____ Date of Compliance _____ Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 8/21/2018 Daily Fines Start Date: 10/27/2018

Daily Fines of $ 100.00 for 2,042 days equals $204,200.00 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:
There is a current code case that was heard by the SM on 3/22/24. Exhibit B
Lien for that case has not been filed. Property is not in compliance

Fiscal Analysis:

_____ Grass Cutting

$250.00 Special Master Administrative Fine(s)

$204,200 Daily Accumulated Fines

20.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 10)

15.00 Lien Release Fees

100.00 Other: Citation - fee included in SM fine

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

37-15-32
2-06-10-0090 7/18 650 6th Street Holly Hill, FL 32117

Exhibit

Code Enforcement Division
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 248-9431 8:00 AM-5:00 PM

HOLLY HILL
FLORIDA

NOTICE OF
X VIOLATION X CITATION X
☐ REPEAT VIOLATION ☐ RECURRING VIOLATION

OWNER/TENANT: Kevin Brown
ADDRESS: 654 6th Street
DATE: 06/29/18 TIME: 1312
OFFICER'S NAME: Cherie Towne

SECTION	VIOLATION	CORRECTIVE ACTION	# DAYS/HOURS	CASE #
___ 10-36	Running at large.			
___ 10-50	Spay and neuter			
___ 10-91	Pet Registration			
X 26-61 (_)	Sanitary Nuisance.	High Grass / weeds over 12 inches	1989955	
___ 54-6	Collection.			
___ 54-7	Commercial Dumpster			
___ 62-27	Business Tax Receipt			
___ 82-131	Building Permit			
___ 110-4	Signs Without Permit			
___ 114-791	Boats/Recreational Vehicles			
X 114-792	Motor Vehicles	non operative		
X 114-792(a)	Unlicensed Vehicles	expired		
___ 114-793	Commercial Vehicle (Trailers)	untagged trailer		
	Equipment in Residential Area			

OTHER:

SECTION	VIOLATION	CORRECTIVE ACTION	# DAYS/HOURS	CASE #

Description:
Description:
Description:

It is the responsibility of the person cited 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.

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

Prior Warning Ref. condition of House. Weeds growing over House. Fine Must be Paid - Property must be in compliance

X Applicable Fine: $100.00 X

X Mandatory appearance before the Special Master with possible fines of up to $500 per day.
Hearing Date: Aug 21 Time: 1100 Address: City Hall, Commission Chambers, 1065 Ridgewood Avenue, Holly Hill FL 32117

X Vehicle being towed at the owner's expense.

X City abating nuisance which will result in a lien being placed on the property for the actual cost of services provided.

This citation is issued pursuant to Division III, Code Enforcement, of Chapter 2, Administration, of the City of Holly Hill Code of Ordinances. The violation for which you are charged is a civil infraction. Your signature below does not constitute an admission of guilt. Refusing to sign this notice does not relinquish your responsibility for the listed violations.

Upon receipt of this citation you must, within (15) days, pay the applicable civil fine indicated above or attend the special master hearing on the date provided above at which time you may contest this citation. If you elect to pay the applicable civil fine, it will be deemed an admission of the violation. If you fail to pay the applicable civil fine as indicated above AND fail appear at the hearing on the date provided above, you shall be deemed to have waived your right to contest the violation and the Special Master may enter an Order imposing a civil fine up to a maximum of, two hundred and fifty dollars per day ($250.00/day) for the first violation and five hundred dollars per day ($500.00/Day) for a repeat violation.

Signature of Person Receiving Notice: Mailed 1st class & Certified 70172400000073775855 Date: 6/28/18

White Copy—Case Canary Copy— Posted at Site Pink Copy—Mailed Citation/Violation Notice Rev. 4/4/2016

(Prior lien on Property 2012)

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

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-

Kevin Brown. Owner

Respondent.

Parcel No. 5237-0610-0090

Case No. CER2024-000243

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 March 2024. The owner Kevin Brown, was not 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, Kevin Brown, Owner and Respondent of the property located at 654 6th Street, Holly Hill, Florida 32117 was issued a Notice of Violation on 02/21/2024. On 03/08 2024, property was posted and a Notice to Appear was issued for the violations of :

26-61(2) Sanitary Trash. Remove the accumulation of trash and debris from the rear yard.

IPMC 111.1 Unsafe Conditions. Structure is damaged and dilapidated and unfit for human occupancy. Structure must be repaired to comply with the current building code standards or demolished.

IPMC 111.15 Dangerous Structure. The structure has deteriorated due to neglect and abandonment. The structure must be repaired to comply with current building code.

IPMC 304.1 Exterior Maintenance. The soffits are deteriorated and rotting and must be repaired to comply with the current building code.

IPMC 304.1 Exterior Maintenance. The attic vents are missing and must be replaced.

IPMC 304.10 Stairways, Decks and Porches. The front and rear porch are deteriorated, rotting and have collapsed. Properly repair the front and rear porch to comply with current building code standards.

IPMC 304.12 Handrails and Guards. Handrails and guards are damaged or missing and must be repaired to meet the current building codes.

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

IPMC 304.7 Roofs and Drainage. The roof is damaged. The roof has a large hole in it and the roof sheathing is rotting and deteriorated. Roof must be properly repaired by a licensed roofing contractor.

Code Enforcement Officer R. Ast testified and presented photographic evidence to the above violations

CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 654 6th Street, Holly Hill, 32117 is in violation of Holly Hill Zoning and Ordinances:

26-61(2) Sanitary Trash. Remove the accumulation of trash and debris from the rear yard.

IPMC 111.1 Unsafe Conditions. Structure is damaged and dilapidated and unfit for human occupancy. Structure must be repaired to comply with the current building code standards or demolished.

IPMC 111.15 Dangerous Structure. The structure has deteriorated due to neglect and abandonment. The structure must be repaired to comply with current building code.

IPMC 304.1 Exterior Maintenance. The soffits are deteriorated and rotting and must be repaired to comply with the current building code.

IPMC 304.1 Exterior Maintenance. The attic vents are missing and must be replaced.

IPMC 304.10 Stairways, Decks and Porches. The front and rear porch are deteriorated, rotting and have collapsed. Properly repair the front and rear porch to comply with current building code standards.

IPMC 304.12 Handrails and Guards. Handrails and guards are damaged or missing and must be repaired to meet the current building codes.

IPMC 304.7 Roofs and Drainage. The roof is damaged. The roof has a large hole in it and the roof sheathing is rotting and deteriorated. Roof must be properly repaired by a licensed roofing contractor.

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 fourteen (14) days of this Order. If the Respondent fails to pay the administrative fine in fourteen (14) 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 has fourteen (14) days to come in to compliance by obtaining an alteration permit or a demolition permit, with sixty (60) days to obtain an approved final inspection for the permits. A fine of fifty ($50.00) dollars per violation per day for failure to meet any of the above deadlines. Failure to comply with this deadline shall result in a daily fine, per violation. Any unpaid daily accruing fines shall 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.

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

DONE AND ORDERED this 28th day of March 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 28th, day of March, 2024.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning

City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 29th day of March, 2024 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Kevin Brown
654 6th Street
Holly Hill, FL 32117

Kevin Brown
650 6th Street
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

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

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: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

Instrument #2019221480 #2 Book:7772 Page:538

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Kevin L. Brown, Owner(s)

Respondent(s).

Parcel No. 5237-0610-0090
Case No. 1989955

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 21st of August, 2018, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Kevin L. Brown, the Owner(s) and Respondent(s) of the property located at 654 6th Street, Holly Hill, Florida 32117 was given a notice of violation on the 29th of June, 2018 and a Notice to Appear on or about the 6th of July, 2018 for the violation of Section 26-61(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; Section 26-61(3) - Any condition which provides harborage for rats, mice, snakes and other vermin; Section 114-791(h) – All boats and RVEs must be properly licensed and in an operable condition; and Section 114-792(a) - It shall be unlawful to park or store a motor vehicle on any public street or on any residentially zoned property within the city if the motor vehicle does not have displayed thereon both a current motor vehicle license plate and an unexpired inspection sticker, if applicable to the motor vehicle.

At the hearing held on the 21st of August 2018, the Code Enforcement Officer testified that the truck has been removed from the property, however the high grass and weeds remain throughout the property, the trailer remains unregistered, and conditions remain which provide harborage for vermin. The Owner did appear at the hearing and requested additional time to come into compliance. There is also an outstanding one hundred dollar ($100.00) fine on this property.

CONCLUSIONS OF LAW

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

Instrument #2019221480 #3 Book:7772 Page:539

That Respondent and Owner of the property located at 654 6th Street, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 26-61(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; Section 26-61(3) - Any condition which provides harborage for rats, mice, snakes and other vermin; and Section 114-791(h) – All boats and RVEs must be properly licensed and in an operable condition.

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 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien 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. This administrative fine includes the original one hundred dollar ($100.00) outstanding fine.

If the violation of Section 26-61(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, is not brought into compliance within sixty (60) days from the date of this order a fine of fifty dollars ($50.00) a day for each and every day the violation continues to exist.

If the violation of Section 26-61(3) - Any condition which provides harborage for rats, mice, snakes and other vermin, is not brought into compliance within sixty (60) days from the date of this order a fine of fifty dollars ($50.00) a day for each and every day the violation continues to exist.

In Compliance ←

If the violation of Section 114-791(h) – All boats and RVEs must be properly licensed and in an operable condition, is not brought into compliance within sixty (60) days from the date of this order a fine of fifty dollars ($50.00) a day for each and every day the violation continues to exist.

DONE AND ORDERED this 28th day of August 2018, at Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

Instrument #2019221480 #4 Book:7772 Page:540 Laura E. Roth, Volusia County Clerk of Court

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 28th day of August, 2018 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Kevin L. Brown
654 6th Street
Holly Hill, FL 32117

Kevin L. Brown
650 6th Street
Holly Hill, FL 32117

Cherie Towne V.
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: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

11/12/2019 9:16:14 AM Instrument #2019221481 #1 Book:7772 Page:541 Laura E. Roth, Volusia County Clerk of Court

Return To:	
Name:	Stella L. Gurnee, Director of Finance
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 5237-08-10-0090	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Stella L. Gurnee, Director of Finance
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with Kevin L. Brown

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Special Magistrate Administrative Hearing Fine of $250.00, ordered on August 28, 2018.

On the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)

W 10 FT OF LOTS 4 & 5 & E 50 FT OF LOTS 9 & 10 BLK 10 HOME ACRES HOLLY HILL PER OR 4379 PG 2432

654 6th Street Holly Hill, FL 32117

owned by Kevin L. Brown of a total value of Two Hundred Fifty Dollars ($250.00), which remains unpaid as of November 5, 2019.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Stella L. Gurnee, Finance Director

Sworn to and subscribed before me this 5th day of November, 2019.

DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

Notary Public

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

11/12/2019 9:16:14 AM Instrument #2019221480 #1 Book:7772 Page:537

Return To:	
Name:	Stella L. Gurnee, Director of Finance
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This Instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 5237-06-10-0090	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Stella L. Gurnee, Director of Finance
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with Kevin L. Brown

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Special Master Administration Fine: $50.00 per day, per violation against this property. Two cited violations have not been corrected; the property has not come into compliance. $50.00 per day fine, per violation commencing on October 28, 2018.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
W 10 FT OF LOTS 4 & 5 & E 50 FT OF LOTS 9 & 10 BLK 10 HOME ACRES HOLLY HILL PER OR 4379 PG 2432

654 6th Street, Holly Hill, FL 32117

owned by Kevin L. Brown of a total value of One Hundred Dollars ($100.00) per day; commencing on October 28, 2018 until property comes into compliance, which remains unpaid as of November 5, 2019.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By Stella L Gurnee (Agent)

Print Name: Stella L. Gurnee, Director of Finance

Sworn to and subscribed before me this 5th day of November, 2019.

DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

Notary Public

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

LIEN REDUCTION REQUEST PACKET

Date: 5/29/24

From: ~~Leslie Montgomery~~ Peg

To: Randy Ast Kyle Mahanes

ADDRESS: 654 6th st.

CASE #: CER-2024-000243

Has the property been sold since the City's lien was filed? YES____ NO X

If the property has been sold then it does not qualify for a lien reduction. Return to Leslie.

What date did the property become compliant?_____

If the property is not in compliance it does not qualify for a lien reduction. Return to Leslie.

Has a lis pendins/final judgement been filed? YES____ NO X

If a lis pendins/final judgement has been filed then it does not qualify for a lien reduction. Return to Leslie.

What date was the lien filed? 11/12/2019

Who owned the property at the time our lien was filed?
Kevin L. Brown

What supporting documentation is attached?
NOV / Lien / LR App. / Sale Contract

Who owns the property now? Kevin L. Brown

What supporting documentation is attached? VCPP

NOTES:_____

CE Officer completing this form

5/30/24
Date

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

MEMORANDUM

DATE: May 30, 2024

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 1989955 CEB
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **$204,450.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☐ FAILS
☒ DOES NOT FAIL

Staff Findings: The current owners, Pinnacle Bank, obtained the property through a Certificate of Title following a foreclosure; therefore, the request does not fail the established guideline.

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

RECEIVED
MAY 29 2024

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Fares Fuad Said + Fuad Fares Said (Owner's Name) the fee simple owner of the following described property (Provided Legal Description or Tax Parcel ID Number(s)

654 6th Street Holly Hill, FL 32117
Tax ID # 5233706100090

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $ 200,000 for Case No. CER-2024-000243, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Fares Fuad Said
Owner's Name

Owner's Signature

Fuad Fares Said
Owner's Name

Fuad Said
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 29th day of May, 2024.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Fuad Fares Said Fares Fuad Said, who is personally known to me or who has produced FD DL's as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of May, 2024.

Peggy C Collier

Notary Public in and for the County and State Aforementioned

Notary Public State of Florida
Peggy C. Collier
My Commission HH 505450
Expires 3/18/2028

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Fuad Fares' Said Fares Fuad Said, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced FL DL's as identification and did take an oath.

Date: 6/29/24

Peggy C Collier

Notary Public

Notary Public State of Florida
Peggy C. Collier
My Commission HH 505450
Expires 3/18/2028

My Commission Expires _____.

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

CITY OF HOLLY HILL

CASE # CER 2024-000243

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Fares Said and Fuad Said

Property Address: 654 6th Street Holly Hill FL 32117

Phone number(s) where you can be reached during the day:

(386) 868-8888 cell (386) 307-7777

Is the property now in compliance? ___ YES (NO)

(If No, explain in detail) attach with the application

Are you claiming financial hardship? ___ YES (NO)

Are you claiming medical hardship? ___ YES (NO)

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Fuad Fares Said

Relationship: my self

I, Fuad Fares Said, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

90% Reduction of Lien which I am responsable to pay 10% From lien on the property. which is I will Pay Twenty thousand dollars $20.000 only

Date: 5/29/2024

Signed: Fuad Said

Print Name: Fuad Fares Said

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

trac EZ.

There is a better and renovated portal available, try it now!
Take me There

Welcome Virginia Vainella
City of Holly Hill

Home	Animal Control	Code Enforcement	Street Sweeping	Waste Pro	Cross Department Search	Logout

Printer Friendly Incident - Case #1989955

Details

Municipality:	City of Holly Hill	Record Created:	6/29/2018 1:33:31 PM
Department:	Code Enforcement	Last Update:	3/14/2019 12:22:45 PM
Contractor:	Z13 Holly Hill / Contractor	Action Date:	7/18/2018
First Name:	Kevin	Status:	Closed
Last Name:	Brown		
Address:	654 6TH ST	Creator:	vvainella
City:	HOLLY HILL		
State:	Florida		
Zip:	32117-3376		
County:			
Subdivision:	CT-sant nuis-motor veh & trailers		
Phone:	unk		
Email:			

Resolutions

Comments
- V-sant nuis motor veh & unlicensed veh also $100.00 citation.
- went to SM -closed
- still owes $250.00 from previous SM.
- property still contains high weeds and grass. never came uinto complience

Categories
- Citation

- Sanitary Nuisances

- Vehicle Parking / No Tag

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Select Language

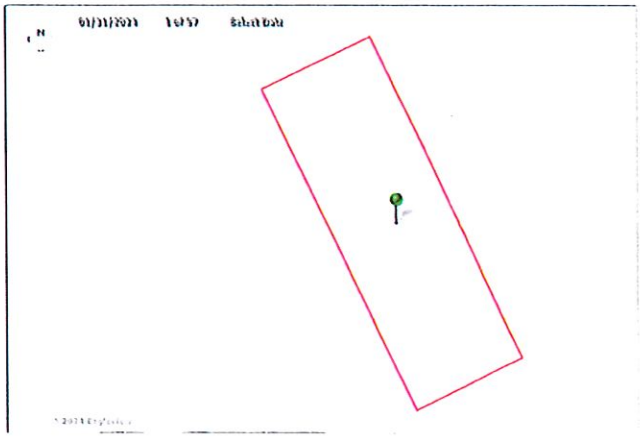
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
LARRY BARTLETT, JD, CFA
We Value Volusia

Home / Parcel Summary for 3264878

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3264878
Parcel ID:	523706100090
Township-Range-Section:	15 - 32 - 37
Subdivision-Block-Lot:	06 - 10 - 0090
Physical Address:	654 6TH ST, HOLLY HILL 32117
Owner(s):	BROWN KEVIN L - FS - Fee Simple - 100%
Mailing Address On File:	650 6TH ST HOLLY HILL FL 32117 3376 *Update Mailing Address*
Building Count:	1
Neighborhood:	2112 - HOME ACRES UT 1 (5237-06) *Neighborhood Sales*
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	W 10 FT OF LOTS 4 & 5 & E 50 FT OF LOTS 9 & 10 BLK 10 HOME A CRES HOLLY HILL MB 11 PGS 60-64 INC PER OR 4379 PG 2432



Values & Exemptions | Land & Buildings | Sales | Legal | Property Tax Bill

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$48,476	$43,098	$40,778
Land Value:	$22,896	$19,080	$19,080
Just/Market Value:	$71,372	$62,178	$59,858

Back to Top

Working Tax Roll Values by Taxing Authority

Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2023 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$71,372	$71,372	$0	$71,372	1.5000	$107.06
0012	DISCRETIONARY	$71,372	$71,372	$0	$71,372	0.7480	$53.39
0011	REQ LOCAL EFFORT	$71,372	$71,372	$0	$71,372	3.1610	$225.61
0050	GENERAL FUND	$71,372	$58,990	$12,382	$58,990	3.3958	$200.32
0053	LAW ENFORCEMENT FUND	$71,372	$58,990	$12,382	$58,990	1.4541	$85.78
0055	LIBRARY	$71,372	$58,990	$12,382	$58,990	0.4209	$24.83
0520	MOSQUITO CONTROL	$71,372	$58,990	$12,382	$58,990	0.1781	$10.51
0530	PONCE INLET PORT AUTHORITY	$71,372	$58,990	$12,382	$58,990	0.0692	$4.08
0058	VOLUSIA ECHO	$71,372	$58,990	$12,382	$58,990	0.2000	$11.80
0057	VOLUSIA FOREVER	$71,372	$58,990	$12,382	$58,990	0.2000	$11.80
0065	FLORIDA INLAND NAVIGATION DISTRICT	$71,372	$58,990	$12,382	$58,990	0.0288	$1.70
0100	HALIFAX HOSPITAL AUTHORITY	$71,372	$58,990	$12,382	$58,990	0.7878	$46.47
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$71,372	$58,990	$12,382	$58,990	0.1793	$10.58
0200	HOLLY HILL	$71,372	$58,990	$12,382	$58,990	5.9000	$348.04
						18.2230	$1,141.95

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	1.00	$96.00	$96.00

Estimated Ad Valorem Tax:	$1,141.95
Estimated Non-Ad Valorem Tax:	$96.00
Estimated Taxes:	**$1,237.95**
Estimated Tax Amount without SOH/10CAP ⓘ	$1,396.61

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

CONTRACT FOR PURCHASE AND SALE

PARTIES: Kevin L. Brown ("Seller"), and Florida Property Solutions Group LLC ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Purchase and Sale and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 654 6th St. Holly Hill, FL 32117

(b) Located in: Volusia County, Florida. Property Tax ID #: 523706100090

(c) Real Property: The legal description is W 10 FT OF LOTS 4 & 5 & E 50 FT OF LOTS 9 & 10 BLK 10 HOME A CRES HOLLY HILL MB 11 PGS 60-64 INC PER OR 4379 PG 2432

(d) Personal Property: Unless stricken, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods, draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

2. PURCHASE PRICE (U. S. currency):

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)**
The initial deposit made payable and delivered to "Escrow Agent" is to be made within five (5) days after Effective Date.
Escrow Agent Information: Name: Titan Title
Address: 300 S Orange Ave. #1000 Orlando, FL 32801
Phone: 727-610-2861 Email: info@titantitleFL.com

(b) Subject to Current Mortgage in the amount of: $_____

(c) Seller-Held Purchase Money Mortgage in the amount of: $_____

(d) Balance to close

$ 50,000.00

3. TIME:

(a) This offer is valid for three days after it is presented.

(b) The "Effective Date" shall be the date on which this contract is last executed by the parties.

(c) The closing documents required of each party shall be delivered ("Closing") on a business day 21 days after Effective Date ("Closing Date").

Calendar days shall be used in computing all time periods in this contract. **Time is of the essence in this Contract.**

(d) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended up to seven days after the event terminates. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

4. OCCUPANCY AND POSSESSION:

At Closing, Seller shall deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies.

5. ASSIGNMENT: Buyer has the right to assign to another entity and be released from any further liability under this Contract

6. TERMS OF PURCHASE (check as appropriate):

☒ Buyer will pay cash for the purchase of the Property at Closing, but nothing prohibits Buyer from obtaining a loan to purchase the Property.

☐ Seller Financing (see addendum)

☐ Seller shall "net" the amount of $_____ at Closing regardless of any other terms in this Contract. (Check this box only if you have already factored in deductions for payoffs and prorations from the Purchase Price.)

☐ Buyer will purchase the Property Subject-To the Seller's current mortgage based on the following statement:

Seller represents and warrants that at Time of Closing (*complete only if purchasing property subject to current mortgage*):

A. there will not be more than $_____ or less than $_____ owing on the note secured by the mortgage (the "Note");

B. that the Note bears interest until maturity at a rate not in excess of _____% per annum; and

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Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

C. that the Note is payable in equal monthly installments of $_____ per month on account of principal and interest until paid in full.

7. **CLOSING COSTS:**
Buyer will pay all costs associated with obtaining title insurance, settlement, and transfer of title from Seller to Buyer. **Buyer will pay all costs associated with clearing any liens (recorded or pending) and to close any open permits.** Seller will pay any outstanding lienable utility charges on the Property. Real Property taxes for the current year ☒ will ☐ will not (if neither is checked, then "will") be prorated between the parties based on the current year's tax bill (if available), or the prior year's tax bill if the current year's bill is not yet available. Any pending and certified special assessments shall be paid by Seller at Closing.

8. **TITLE:** Seller shall deliver marketable and insurable title to Buyer at Closing by general or statutory warranty deed. Title shall be unmarketable if the Property lacks direct access by automobile to a public right of way for ingress and egress as well as utilities, or otherwise is not marketable in accordance with Florida Title Standards. Survey encroachments shall be items that make the title unmarketable. Seller and Buyer shall also execute and deliver at Closing a non-foreign affidavit, no-liens affidavit, and any other documents requested by Escrow Agent. The parties will cooperate with each other and with Escrow Agent in obtaining information necessary for Closing. Seller shall deliver Seller's current owner's title insurance policy, latest survey, and mortgage statement(s) to Escrow Agent within 3 days of the Effective Date, if available.

9. **INSPECTIONS:** Buyer and its potential assigns shall have the right to inspect the Property, at Buyer's expense, Inspection period to begin once Buyer obtains access to the property for initial inspection walk-through and photos. (the "Inspection Period") and last for 15 days after that initial walk through. If Buyer is not satisfied, in Buyer's sole and arbitrary determination, with the condition of the Property then, within three (3) business days following the expiration of the Inspection Period, Buyer may give written notice of election to terminate this Agreement, in which event the Deposit shall be returned to the Buyer, and this agreement shall terminate releasing both parties. Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.
On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property to affirm that the Property is still in the same or similar condition as it was during the Inspection Period. If the Property's condition has declined, Buyer may terminate this Contract and receive a refund of all deposits.

10. **ESCROW AGENT**: The parties hold Escrow Agent harmless from any disputes related to this Contract, except for Escrow Agent's gross negligence. In the event of a dispute between the parties regarding the disbursement of any funds or documents held by Escrow Agent, Escrow Agent may file an action in the Ninth Judicial Circuit Court in and for Volusia County, Florida, (including, but not limited to interpleader action), to obtain a judicial resolution of the dispute. In such event, all attorney's fees, costs, and expenses of such litigation may be disbursed from the funds that are the subject of the litigation. If no or insufficient funds are available to pay the fees and costs, including those incurred in mediations, arbitrations, litigation or appeals, then the parties shall be liable, jointly and severally, for the same.

11. **DEFAULT**: If Buyer fails to perform Buyer's obligations under this Contract, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages in full settlement of any claims; whereupon, Buyer and Seller shall be relieved from all further obligations under this Contract; or Seller, at Seller's option, may, pursuant to Paragraph 12, proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 12, may seek to recover such damages or seek specific performance. This Paragraph shall survive Closing or termination of this Contract.

12. **DISPUTE RESOLUTION**: In the event that there is a dispute among the parties hereto, the parties agree to first attempt to negotiate their differences among themselves in good faith. If such negotiation is unsuccessful, the parties agree to submit the deadlocked decision to a local center for mediation ("local" shall mean a center within the locality of the primary office of the Buyer) or an equivalent mediation center for a non-binding mediation session in an attempt to resolve the dispute. If such non-binding mediation is unsuccessful, the parties agree to submit the decision to legally binding arbitration which shall be governed by the Rules of Procedure of the American Arbitration Association or an equivalent set of Rules of Procedure agreed upon by the parties. This section shall not apply to any dispute wherein the relief sought is injunctive in nature. Injunctive relief (i.e specific performance) is exempt from this section and may be brought immediately upon anticipatory or actual breach. This paragraph shall survive Closing or termination of this Contract.
SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A

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MATERIAL INDUCEMENT FOR THE SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

13. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation or arbitration fee incurred in any mediation or arbitration permitted by this Agreement, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation or arbitration. In any litigation permitted by this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This paragraph shall survive Closing or termination of this Contract.

14. **RISK OF LOSS:** Seller shall bear the risk of loss of the Property until Closing has occurred.

15. **MEMORANDUM OF CONTRACT:** Upon request of Buyer or its assigns, Seller will execute a memorandum of contract in recordable form, and Buyer may record such memorandum in the county's public records where the Property is located to give public notice of this Contract's existence.

16. **ELECTRONIC COPIES:** Executed electronic (PDF or telefacsimile) copies of this agreement are considered originals for all purposes.

17. **INTEGRATION; MODIFICATION; INTERPRETATION:** This Contract contains the full and complete understanding and agreement of the parties regarding the transaction contemplated and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. Any modification to or change in this Contract shall be in writing and executed by the parties intended to be bound by it. This contract shall be interpreted in accordance with Florida law. This Contract has been submitted to the scrutiny of both parties and shall be given a fair and reasonable interpretation without consideration being given to its having been drafted by either party or the party's counsel.

18. **WAIVER:** Failure of Buyer and Seller to insist on compliance with, strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights. Buyer waives all statutorily required disclosures regarding, but not limited to, Radon, Lead-Based Paint, Property Taxes, Insulation, Energy Efficiency Ratings, Homeowner's and Condominium Owner's Association information, and the like.

19. **ADDITIONAL TERMS:**
   a) The parties designate Escrow Agent to be the title and closing agent.
   b) Buyer may purchase Property into a land trust of which seller is initial beneficiary, and seller agrees to cooperate to assign the beneficial interest to entity or persons designated by Buyer or Buyer's assignee.
   c) Seller has executed Seller's Acknowledgment along with this contract, and the terms are incorporated herein.
   d) Buyer's performance of this Contract is contingent upon Buyer's review and approval of any homeowner's or condominium owner's association estoppels, financials, and restrictions.
   e) ☐ **(Check if applicable)** Seller acknowledges that Seller is informed and advised that the Buyer is a licensed real estate broker or salesperson who is purchasing the Property as a principal and not as an agent and shall not be entitled to any commission on account of this transaction.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

BUYER:
Florida Property Solutions Group LLC

By: _____ 5/13/24
Arthur Botting (Date)
Managing Member

SELLERS:

_____ 5/13/24
Kevin L. Brown (Date)

Buyer's address for purposes of notice:
884 Bullhead Ave
New Smyrna Beach, FL 32168
Phone: 386-227-7818
E-Mail: arthur@floirapropertysolutions.com

Sellers' address for purposes of notice:
Phone: (386) 562-3534
E-Mail:

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Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

ADDENDUM TO CONTRACT

This Addendum to the Contract for Purchase and Sale between Kevin L Brown, ("Seller"), and Florida Property Solutions Group LLC ("Buyer"), for the sale and purchase of the real and personal property located at 654 6th St. Holly Hill, FL 32117 Volusia County, Property Tax ID # 523706100090 is hereby amended as follows:

Initials as appropriate

AB (Buyer) KLB (Seller) The Purchase Price is amended to be $45,000.00

_____ (Buyer) _____ (Seller) The Closing Date is amended to be _____

_____ (Buyer) _____ (Seller) The Inspection Period is extended until 5:00 p.m. on _____

_____ (Buyer) _____ (Seller) Other: Buyer and seller agree that the property is being sold as-is and the buyer understands that the seller will not make any repairs to the property.

All other terms and conditions of the Contract for Purchase and Sale that are not amended here shall remain in full force and effect.

BUYER:
Florida Property Solutions Group LLC

By: DocuSigned by: Arthur Botting 325AA67F96AB456... 5/21/2024
Arthur Botting (Date)
Managing Member

SELLERS:
Kevin L Brown

DocuSigned by: Kevin L Brown 3B95C3C0566F486... 5/21/2024
Kevin L Brown (Date)

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

ASSIGNMENT AND ASSUMPTION OF CONTRACT

Florida Property Solutions Group LLC ("Assignor"), does hereby transfer, set over, assign, and convey to Fuad Fares Said and F Fuad Said ("Assignee"), all of Assignor's rights, privileges, duties, and obligations in, to, and under that certain Contract for Purc and Sale with an Effective Date of on or before June 3rd, 2024 ("Contract") with Kevin L. Brown ("Seller") for the sale and purc of certain property located in Volusia County, Florida, located at 654 6th St. Holly Hill FL 32117 as more particularly described ir Contract (a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"), and Assignor hereby autho Assignee to exercise all rights, powers, and privileges arising out of the Contract in as full a manner as Assignor is authorized to exe the same. Assignor hereby represents to Assignee that, to Assignor's actual knowledge, as of the date of this Assignment Assumption of Contract ("Assignment"), the Contract is in full force and effect and that the Seller under the Contract is not in de thereunder. Assignee hereby assumes all of the obligations set forth in or otherwise arising out of the Contract and agrees to be bc thereby to the same extent as Assignor. Assignor shall be released from any obligation or liability under the Contract.

Assignee understands and accepts the Contract and certifies that Assignee is ready, willing, and able to Close the Contract upon the t and conditions therein and holds Assignor harmless from any causes of action that may arise in favor of Seller thereunder.

In consideration of this agreement, Assignee shall deliver via bank wire transfer to Escrow Agent named in the Contract a deposit $5,000 (the "Assignment Deposit") on or before May 23rd 2024 Time is of the essence to all time periods set forth herein. Assigne failure to make such deposit timely shall terminate this Assignment immediately. If Assignee fails or refuses to Close under the tern of the Contract (and Seller is not in default), Assignor shall receive the Assignment Deposit as liquidated damages for Assignor's breach of the Contract. Further, this Assignment Agreement shall terminate, and the Contract shall revert to Assignor who may th assign the Contract to another assignee.

At Closing, Assignee shall pay an amount equal to $46,700.00 ("Assignment Sales Price") for the Property, and Assignor shall re the difference between this amount and the Contract's Purchase Price as Assignor's Assignment Fee. Further, Assignee shall reimb Assignor the Initial Deposit set forth in the Contract as well as any other funds Assignor has paid under or outside the Contract to S prior to Closing.

Assignee shall not contact Seller nor any occupants of the Property. Any such communications shall be through Assignor or Assig designee only. Violation of this paragraph shall be a breach of this agreement, terminating the same and permitting Assignor to r the Assignment Deposit and to assign the Contract to another party.

Assignor may renegotiate the Purchase Price with the Seller. In any event, Assignor is entitled to the Assignment Fee equal tc difference in the Assignment Sales Price and the Contract's Purchase Price.

Assignee has had opportunity to inspect the Property and accepts it as-is. Assignor makes no representations regarding the Prope condition, title, open permits, unpaid utility bills, or code enforcement violations. Assignor may have provided copies of proj condition reports, surveys, wood destroying organism reports, septic, pool, roof inspection reports, and other such reports provide third parties or Seller. Assignor has not verified the veracity or accuracy of such reports, and Assignee has been given adequate time resources to inspect the Property prior to executing this agreement and is satisfied with the condition of the Property. Assignee h Assignor harmless therefrom.

If there are tenants occupying the Property, Assignee accepts the Property subject to any written or oral leases and the tenan possession. Any security deposits will be transferred to Assignee at Closing.

Assignor acknowledges that Assignee is informed and advised that the Assignee may be a licensed real estate broker or salesperson is purchasing the Property as a principal and not as an agent and shall not be entitled to any commission on account of this transac

This Assignment shall be binding on Assignor and Assignee and their respective successors and assigns and shall inure to the benef Assignee and its successors and assigns. Any attempted assignment of this agreement shall be void without the prior written consei Assignor.

DS FFS DS FFS

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Assignee Initials:
Assignor Initials: DS AB

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

This Assignment may be executed in any number of counterparts with facsimile signatures, and it shall be sufficient that the signatur each party appear on one or more such counterparts. All counterparts collectively shall constitute a single Assignment. Exec electronic (PDF or telefacsimile) copies of this agreement are considered originals for all purposes.

In the event that there is a dispute among the parties hereto, the parties agree to first attempt to negotiate their differences an themselves in good faith. If such negotiation is unsuccessful, the parties agree to submit the deadlocked decision to a local cente mediation ("local" shall mean a center within the locality of the primary office of the Buyer) or an equivalent mediation center for a binding mediation session in an attempt to resolve the dispute. If such non-binding mediation is unsuccessful, the parties agree to sul the decision to legally binding arbitration which shall be governed by the Rules of Procedure of the American Arbitration Associatio an equivalent set of Rules of Procedure agreed upon by the parties. This section shall not apply to any dispute wherein the relief so is injunctive in nature. Injunctive relief (i.e. specific performance) is exempt from this section and may be brought immediately u anticipatory or actual breach. This paragraph shall survive Closing or termination of this agreement.

ASSIGNOR AND ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIC EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMEI (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATER INDUCEMENT FOR THE SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

The parties will split equally any mediation or arbitration fee incurred in any mediation or arbitration permitted by this Agreement, each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation or arbitratio any litigation permitted by this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party costs and including reasonable attorney's fees, incurred in conducting the litigation. This paragraph shall survive Closing or termination of Contract.

This agreement contains the full and complete understanding and agreement of the parties regarding the transaction contemplated no prior agreements or representations shall be binding upon Assignor or Assignee unless included in this agreement. Any modifica to or change in this agreement shall be in writing and executed by the parties intended to be bound by it. This agreement shal interpreted in accordance with Florida law. This agreement has been submitted to the scrutiny of both parties and shall be given a and reasonable interpretation without consideration being given to its having been drafted by either party or the party's counsel.

In witness whereof, Assignor and Assignee have caused this Assignment to be executed as of the date set forth below their signatur

ASSIGNOR:
FLORIDA PROPERTY SOLUTIONS GROUP LLC

DocuSigned by:
By: Arthur Botting 5/23/2024
325AA67F96AB456...
Arthur Botting (Date)
Managing Member

Buyer's address for purposes of notice:
884 Bullhead Ave
New Smyrna Beach, FL 32169
Phone: 386-227-7818
E-Mail: arthur@floridapropertysolutions.com

ASSIGNEE:
FUAD FARES SAID & FARES FUAD SAID

DocuSigned by:
By: Fuad Fares Said 5/22/2024
579A2757906CA4D6...
Fuad Fares Said (Date)

DocuSigned by:
By: Fares Fuad Said 5/22/2024
Fares Fuad Said (Date)

Assignee's address for purposes of notice:
2 Parkview Lane
Ormond Beach, FL 32174
Phone:386-868-8888
Fuadsaid365@gmail.com

DS FFS DS FFS

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Assignee Initials:
Assignor Initials: DS AB

Attachment: 654 6th Street (4550 : Lien Reduction Request - 654 6Th Street)

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 06/25/24 06:00 PM
Department: City Manager
Category: City Manager Comments
Prepared By: Steve Juengst
Initiator: Joseph A. Forte
Sponsors:
DOC ID: 4553

CITY MANAGER COMMENTS (ID # 4553)

Community Development Block Grant Disaster Recovery Funds (CDBG-DR) Applications

Volusia County has received an allocation of $328,910,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds. The disaster funds were allocated as a result of the damages received during Hurricane Ian. Of this amount, approximately $90,000,000 is anticipated to be available for unmet needs and mitigation efforts by local governments in order to increase resiliency following a natural disaster. A grant application period was opened by Volusia County for local governments to apply for CDBG-DR assistance.

Three (3) projects have been identified as strong candidates for the application of funding assistance. They are: the cleaning and lining of sanitary sewer pipes; the cleaning and lining of storm sewer pipes and the replacement and flood protection of chemical storage tanks used in the treatment process for water and wastewater.

It has been determined that although the Water Treatment Facility (WTF) is treating and distributing approximately 412.45 million gallons of water annually, the Wastewater Treatment Facility (WWTF) is receiving 762.85 million gallons of influent for treatment. This suggests a very substantial infiltration of rainwater into sanitary sewer pipes. Smoke testing and a midnight study were performed in order to determine the location of pipe failures, indicating approximately 16.5 miles of sanitary sewer pipe in need of cleaning and lining. The cost of this project is anticipated to be $5,806,745.85. The City has requested funding in the amount of $4,355,059.50

On the east side of Ridgewood Avenue, brackish water from the Halifax River can travel back into drainage pipes during storm surges, high tides or substantial storm events. The salt in the water causes deterioration and cracking of drainage pipes. These damaged pipes can allow water to escape, causing localized flooding and can also interfere with stormwater being conveyed to its intended destination. The City has proposed to clean and line approximately 4.2 miles of drainage pipe. The cost of this project is anticipated to be $5,441,573.49. The City has requested funding in the amount of $4,081.180.12.

Finally, the Wastewater Treatment Facility (WWTF) currently houses two (2) gaseous chlorine tanks and two (2) gaseous sulfur dioxide tanks. The Water Treatment Facility (WTF) similarly houses two (2) gaseous chlorine tanks. These

tanks are all located within the flood zone. Damages to these tanks could cause a disruption of water and sewer services citywide. In addition, the rupture of a chlorine tank could potentially cause a health emergency. The City has proposed to replace the gaseous chemical tanks with two (2) liquid chlorine tanks and one (1) liquid sulfur dioxide tank. These new tanks will be tied down with electrical components, metering equipment and monitoring equipment brought out of the flood zone. The cost of this project is anticipated to be $800,000. The City has requested funding in the amount of $600,000.

This is informational only and there is no financial impact to the City at this time. Projects will
be brought back to the City Commission for consideration in the event that any of the grants applied for are awarded.