CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● MARCH 26, 2024

Large Conference Room	Work Session	5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

Large Conference Room
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

2. ROLL CALL

3. PLAYGROUND DISCUSSION

1. Playground Discussion

   (Requested by Valerie Manning, City Clerk)

4. 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.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 03/26/24 05:00 PM
Department: City Clerk
Category: Workshop Item
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4466

WORKSHOP DISCUSSION (ID # 4466)

Playground Discussion

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.

On Tuesday, March 12, the City held a bid opening for this project. A total of 6 (six) playground manufacturers offered bids, however 2 (two) were received after the bid opening and were therefore not included for consideration. The Invitation to Bid is included under "Exhibit A", renderings of playgrounds offered included under "Exhibit B" through "Exhibit E" and complete proposals included under "Exhibit F" through "Exhibit I".

Due to this project being grant funded, proposals were sought for a fixed budget of $250,000. This parameters for the proposals were that all playgrounds were to include safety surfacing, shade structures and include installation costs. 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, shade structures and installation. Only one vendor, KorKat, specified that materials used include stainless steel hardware, galvanized steel powder coated materials and rust inhibiting primer on shade posts. The composition of materials from other vendors is unknown and will require additional research.

FISCAL ANALYSIS:

There is $250,000 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 $250,000 according to the table below:

Vendor	Cost
Lanier Plans, Inc. dba KorKat	$247,992.00
Top Line Recreation Inc.	$242,343.49
Playworx Little Tikes	$249,970.39
Medley Sports Construction	$249,900.00

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.

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

Pricing

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
2/27/2024	53236

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
R3FX-30091-R3	PLAYGROUND STRUCTURE	1	61,891.00	61,891.00T
EFR0070XX	8 SECTION BUBBLE WALL CIRCLE	1	11,353.00	11,353.00T
TFS0039XX	CLOWNFISH RIDER	1	3,051.00	3,051.00T
TFS0040XX	BLUE TANG RIDER	1	3,051.00	3,051.00T
DD1508IG	DAISY DASH	1	13,671.00	13,671.00T
	SUBTOTAL			93,017.00
INSTALL-PLAYGROUND	INSTALL-PLAYGROUND	1	35,800.00	35,800.00
ENGINEERED DRAWINGS	ENGINEERED DRAWINGS WITH CALCULATIONS	1	1,125.00	1,125.00
SHADE	SHADE AS FOLLOWS: 50' X 23' X 15', 1 DOME, 6 COLUMNS WITH BASE PLATE, STAINLESS STEEL CABLE, STAINLESS STEEL HARDWARE	1	25,775.00	25,775.00T
INSTALL-SHADE	INSTALL-SHADE	1	21,674.00	21,674.00
ENGINEERED DRAWINGS	ENGINEERED DRAWINGS WITH CALCULATIONS	1	1,200.00	1,200.00
EPDM	EPDM AS FOLLOWS: TOTAL SQUARE FOOTAGE @ 3,745 CRITICAL FALL HEIGHT @ 8' RUBBER TO BE A TOTAL HEIGHT OF 3 1/2" SBR BASE @ 3" EPDM CAP @ 1/2" SUB-BASE OF 4" OF COMPACTED STONE SUPPLIED AND INSTALLED BY KORKAT	1	66,723.00	66,723.00

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 F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
2/27/2024	53236

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City of Holly Hill
1135 Riverside Dr.
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1135 Riverside Dr.
Holly Hill, Florida 32117

Project or PO #	Rep
	KL

Item	Description	Qty	Cost	Total
PERMITTING	MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COSTS, SITE PLANS OR PERMIT RUNNER FEES) OVER $1,200.00 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	1,478.00	1,478.00
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. 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		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 F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
2/27/2024	53236

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
	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 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**

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Lanier Plans, Inc. dba KorKat
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Estimate

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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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Payment of 100% is due at the time of order for all equipment purchases without installation.

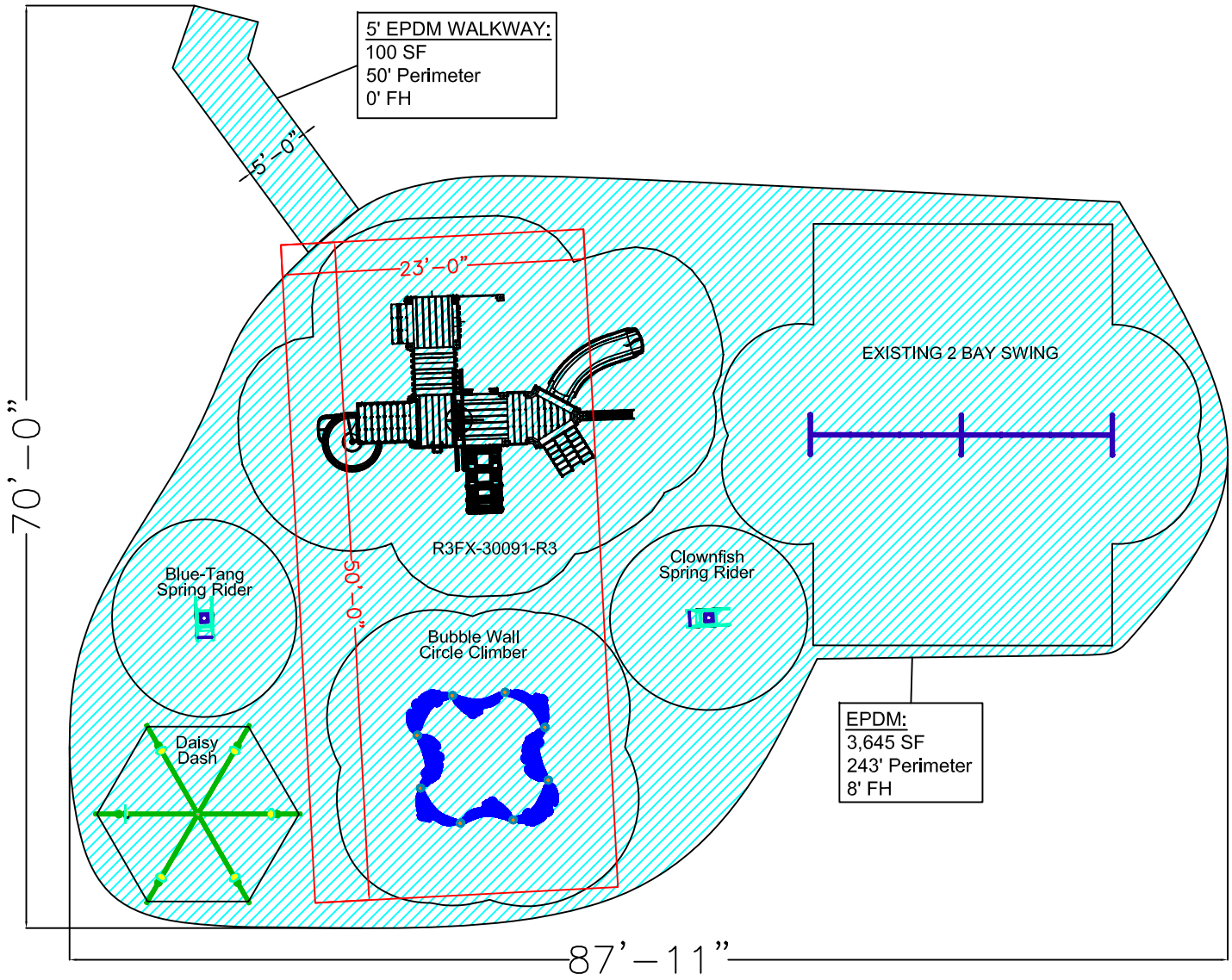
Phone #	Fax #	E-mail	**Total**	$247,992.00
770-214-9322	770-214-9323	DeannaP@KorKat.com	**Signature**	

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

PLAYGROUNDS & SITE AMENITIES

Site Plans & Renderings

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)



Project Name: Sunrise Park North	Surfacing: EPDM		Notes:
Site Plan: SP-61606	Area: Varies	Perimeter : Varies	
Date: 03-04-2024	Fall Height: Varies	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.

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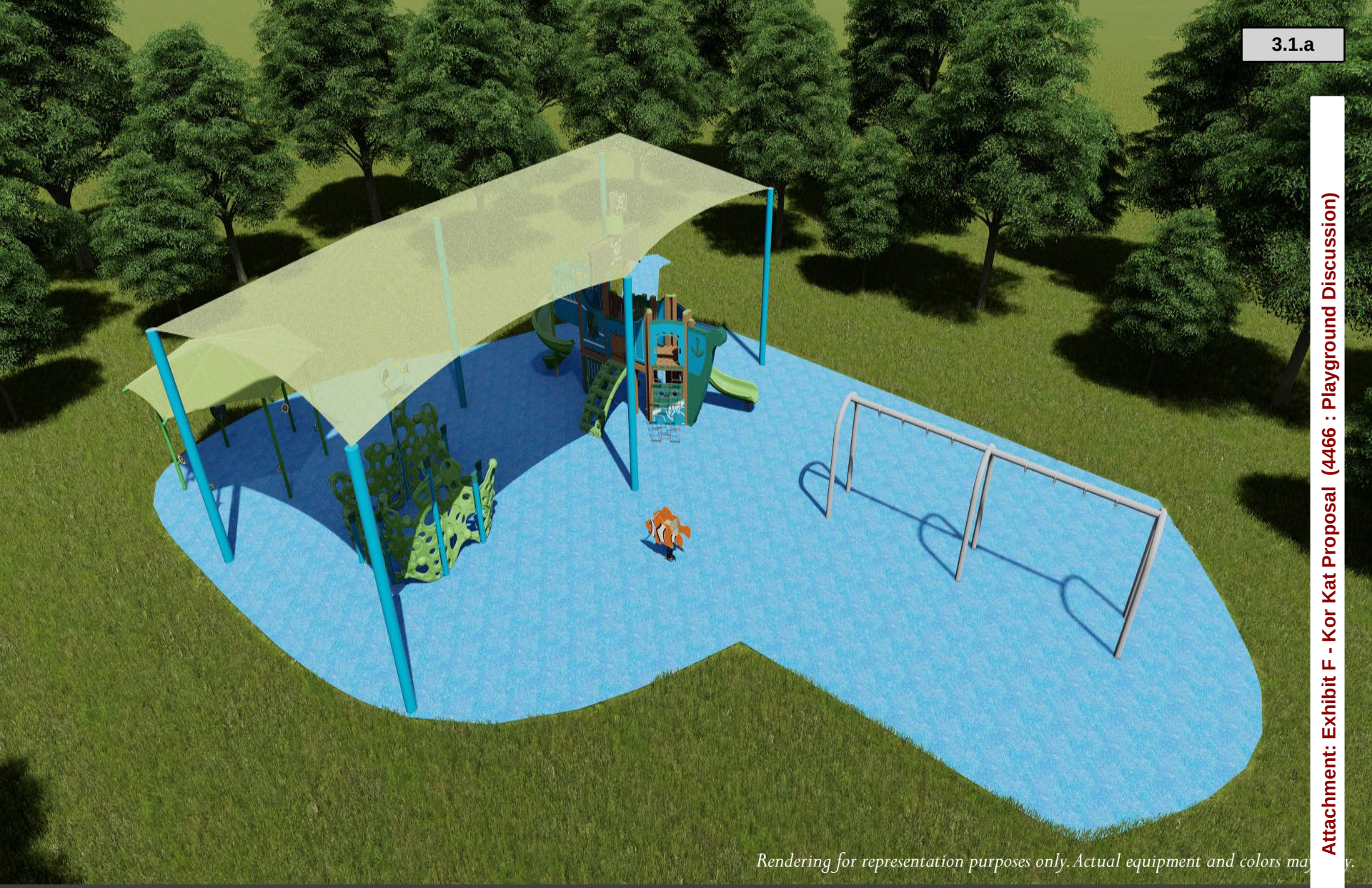
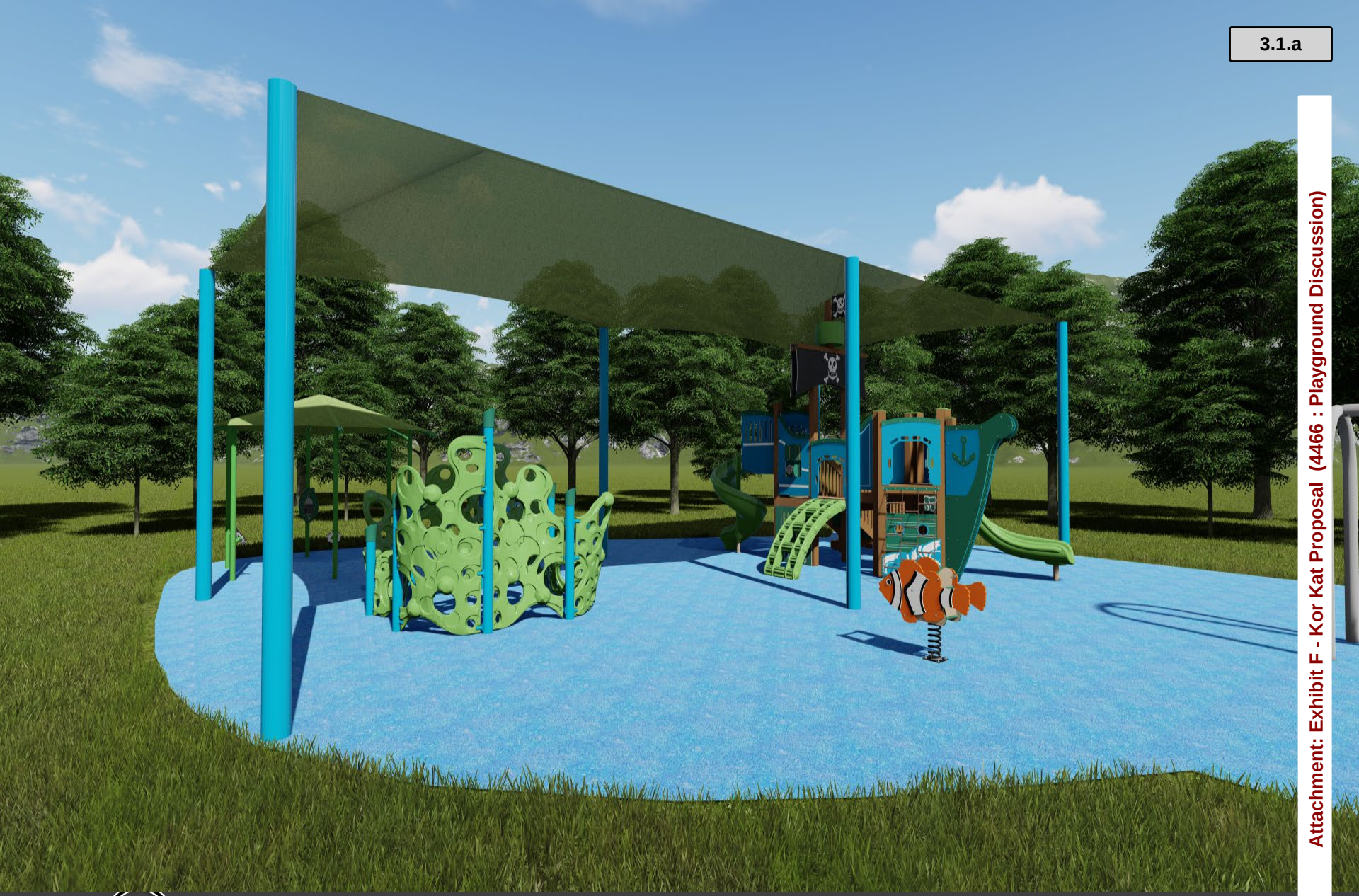


Rendering for representation purposes only. Actual equipment and colors may vary.

KOR KAT
PLAYGROUNDS & SITE AMENITIES

SUNRISE PARK NORTH



KOR KAT
PLAYGROUNDS & SITE AMENITIES

SUNRISE PARK NORTH

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KOR KAT
PLAYGROUNDS & SITE AMENITIES

SUNRISE PARK NORTH

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

KOR KAT
PLAYGROUNDS & SITE AMENITIES

SUNRISE PARK NORTH

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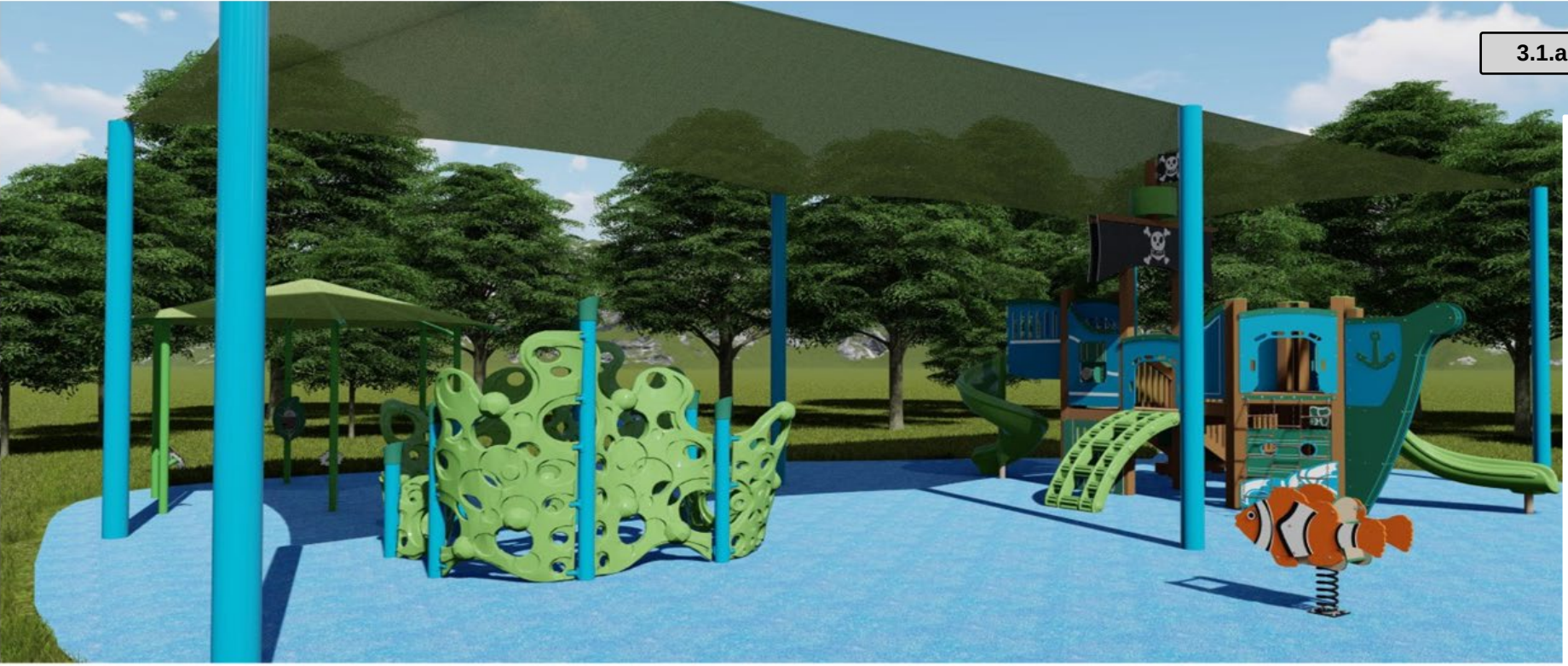

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KOR KAT
PLAYGROUNDS & SITE AMENITIES

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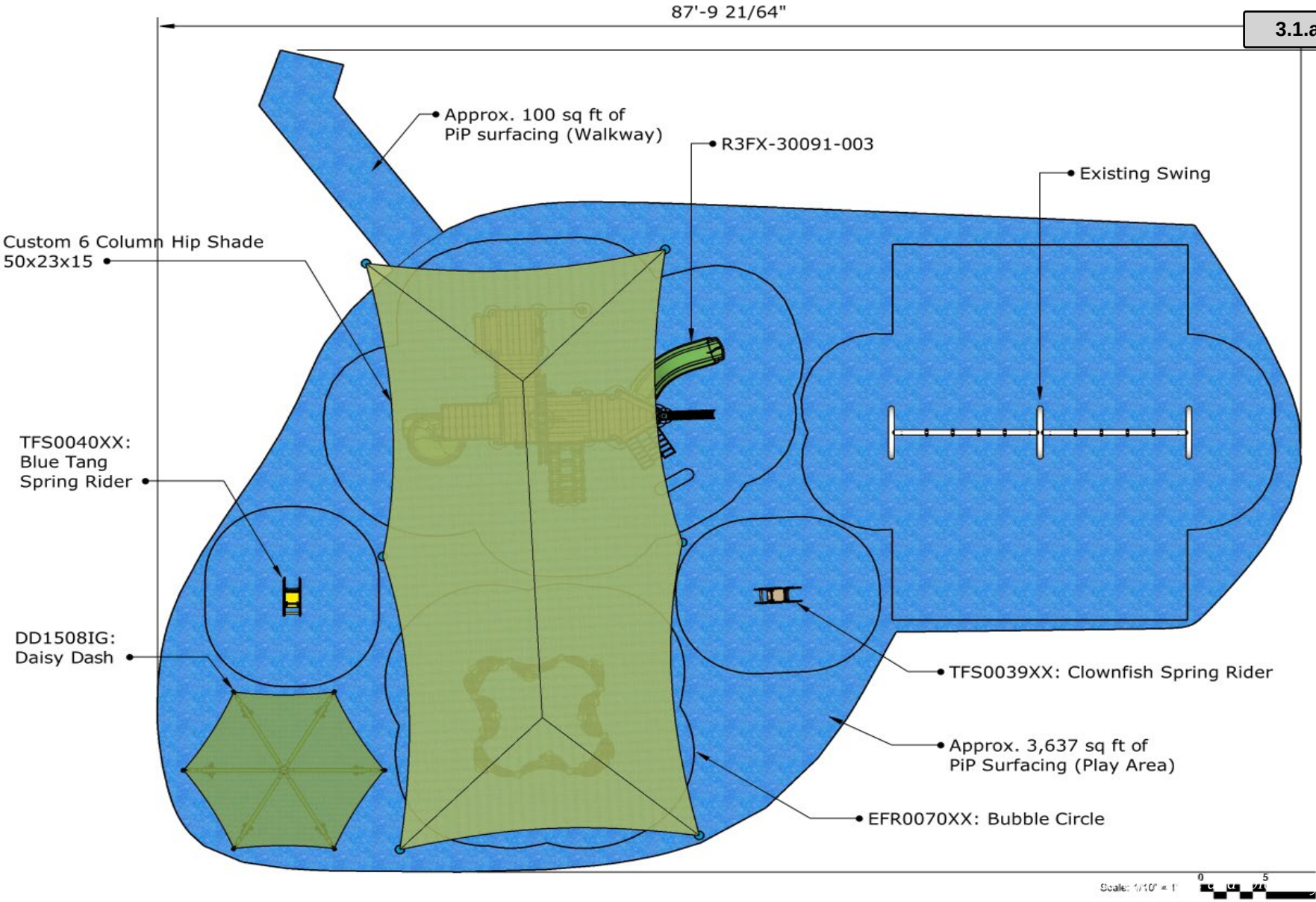

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PLAYGROUNDS & SITE AMENITIES

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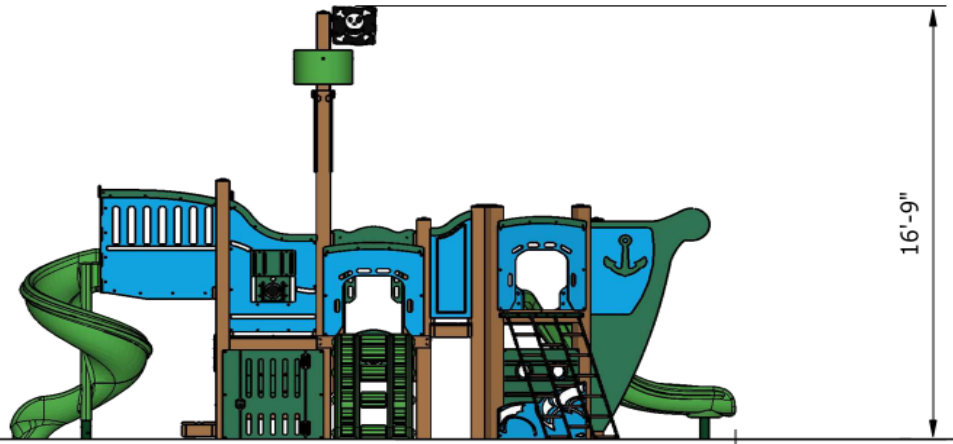
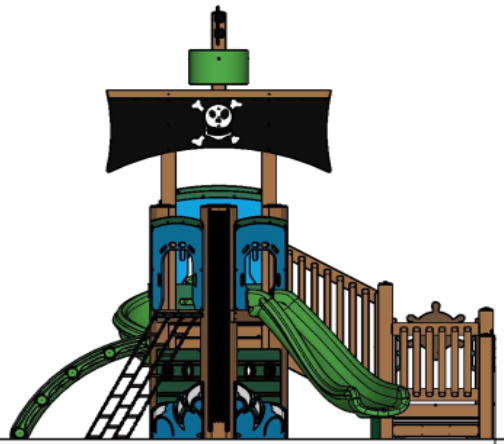
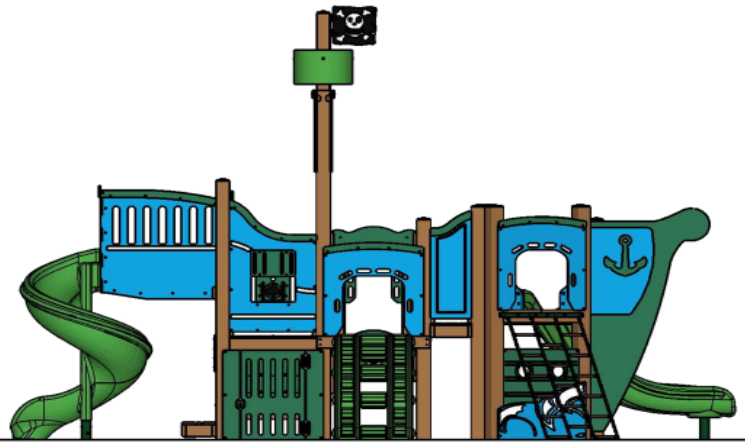
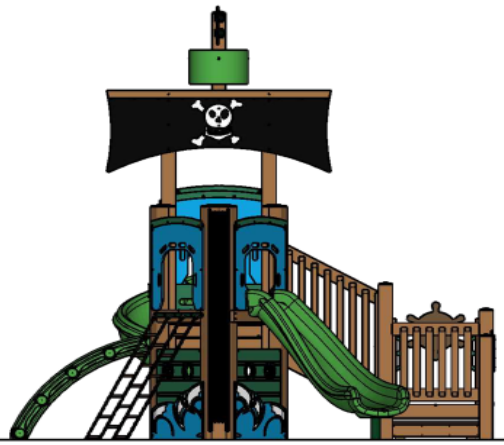
KOR KAT
PLAYGROUNDS & SITE AMENITIES

SUNRISE PARK NORTH









Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-12	47	38'x26'	6'	25'x15'	28	6

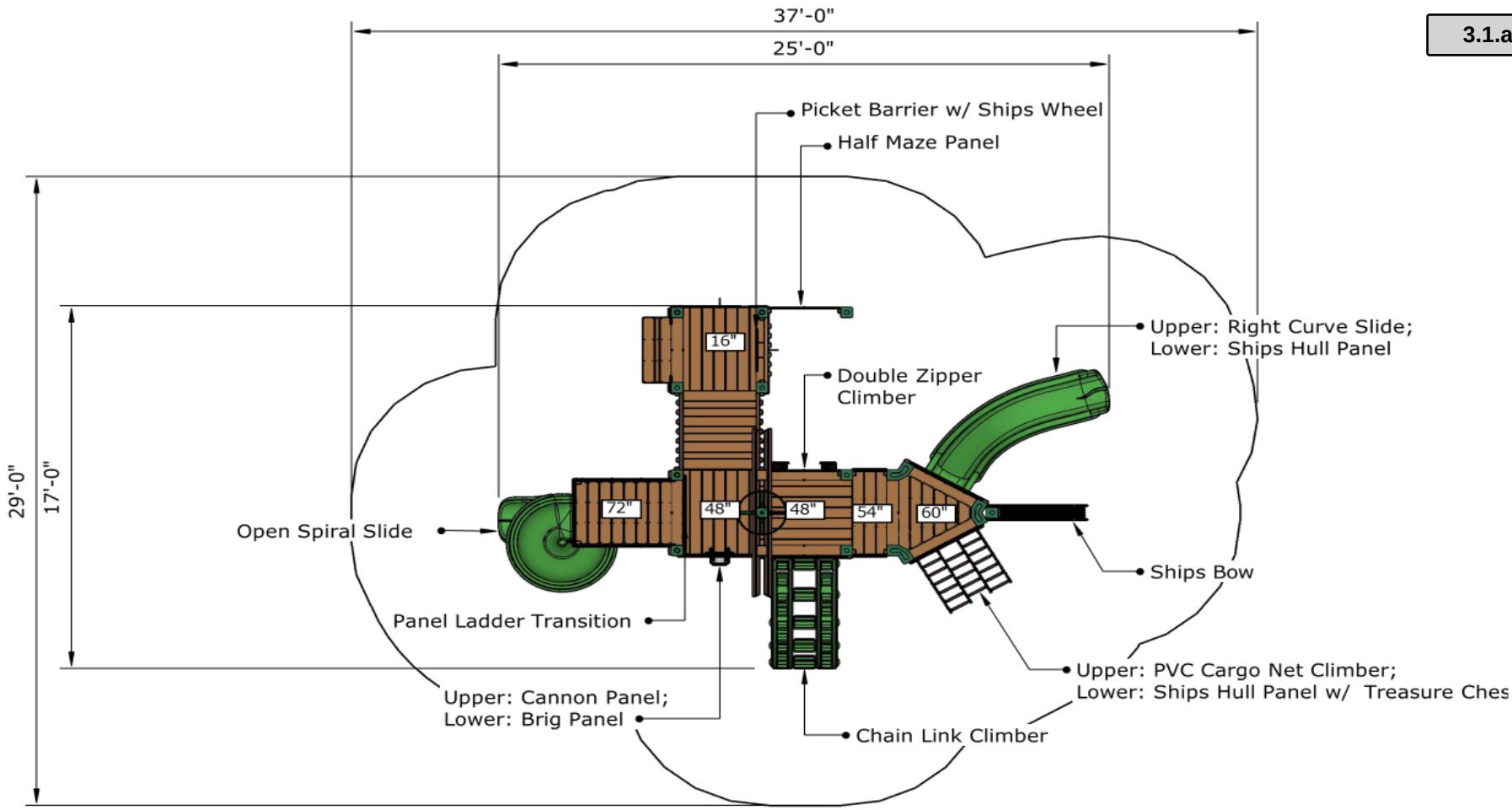
0 3 6
Scale: 1/6" = 1'

Rendering for representation purposes only. Actual equipment and colors may vary.

KOR KAT
PLAYGROUNDS & SITE AMENITIES

SUNRISE PARK NORTH

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)



Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-12	47	37'x29'	6'	25'x17'	28	6

0 3 6
Scale: 1/6" = 1'

	Ground Level Accessible Play Activities	Ground Level Accessible Act Types
Required	2	2
Provided	1	1

Rendering for representation purposes only. Actual equipment and colors may vary.

KOR KAT PLAYGROUNDS & SITE AMENITIES

SUNRISE PARK NORTH

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Specs

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

Clownfish Rider: TFS0039xx

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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

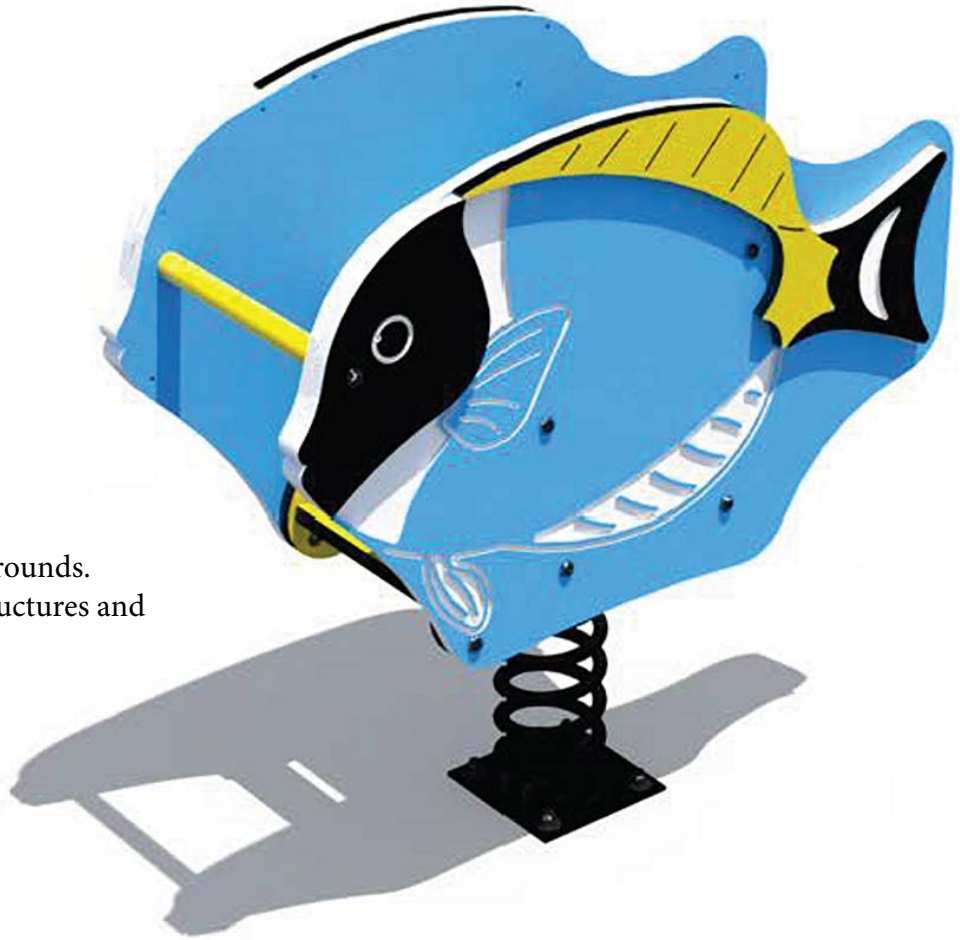
POWER COATED COLOR OPTIONS

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

Blue Tang Rider
TFS0040XX

- Use zone: 17' x 17'
- Ages: 2-5

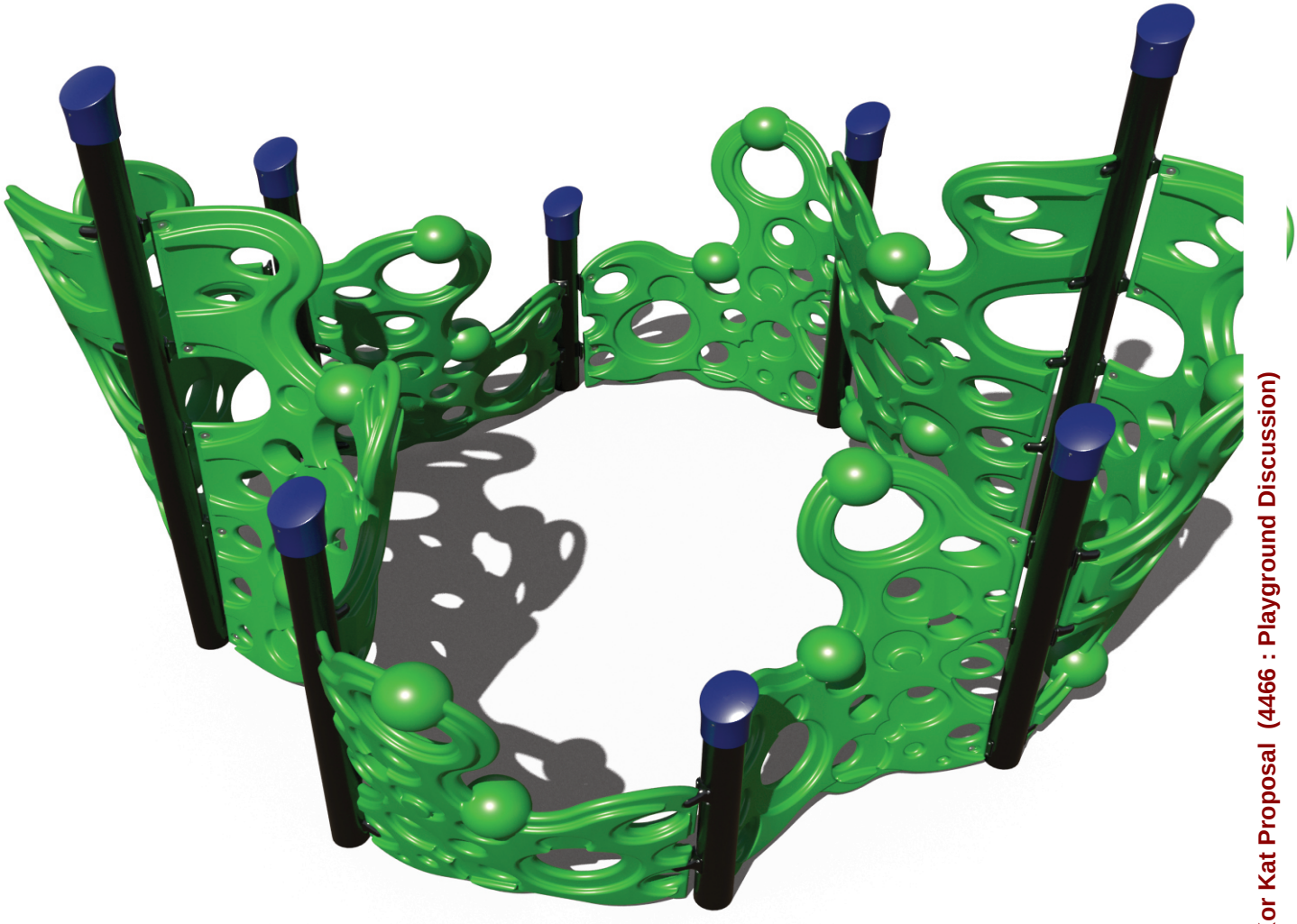


Description

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 F - Kor Kat Proposal (4466 : Playground Discussion)

8-Section Bubble Wall Circle Climber



Product Description

The 8-Section Bubble Wall Circle Climber encourages children to play while developing gross motor skills, balance, coordination, and depth perception. The 8 Section Bubble Wall Circle is a playground element designed for children ages 2-12 years. This climber is perfect for any commercial playground. Order for your facility in many dual-color options. Recommended use zone: 26' x 26'.

Structure Size

Capacity

Ages

5-12 Years

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Fall Height

Est. Timber Count

Use Zone

26'x26'

Features

Color Options

Our Materials

Downloadable CAD & 3D Files

Warranty

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

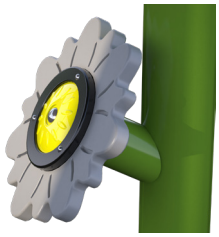
Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

Daisy Dash™

DD1508IG

Age Range: 2-5, 5-12 **Dimensions**: 15′ dia. x 8′ height **Weight:** 670 lbs.

Flower Panel



Control Panel

DESCRIPTION

The Daisy Dash™ is a game designed to get you moving! Play against the clock to touch each daisy sensor as it lights up. See how many lights you can touch before the clock runs out. Simply turn the rotator on the leaf panel to begin.

- Inclusive design
- Shaded electronic reactions game
- Includes 1 control panel and 5 sensors
- Powered by user rotating control panel
- Rotation charges internal battery cell
- Timer lasts 20 seconds
- Shade includes our Glide Elbow™
- Patent-pending

QUICK REFERENCE

Mounting Type: In-Ground
Color Scheme: Powder coat and fabric colors
Material Type: Powder coated steel posts and shade fabric
Surfacing: Requires 12 inches of surfacing

SHADE COLORS

Cream, Beige, River Gum Green, Forest Green, Sun Blaze, Silver, Mint Green
Turquoise, True Blue, Navy Blue, Purple, Yellow, Midnight

POWDER COAT COLORS

Gloss

Red, Orange, Butterscotch, Yellow, Spring Green, Patina, Sage, Green, Deep Green, Ocean Blue
Blue, Deep Periwinkle, Electric Purple, Burgundy, Terracotta, Iced Coffee, Brown, Patrician Bronze, Black, White

Matte, Textured, or Metallic

Feather Gray, Iron Gray, Rubbed Bronze, Starry Night, Textured Black, Textured Bronze

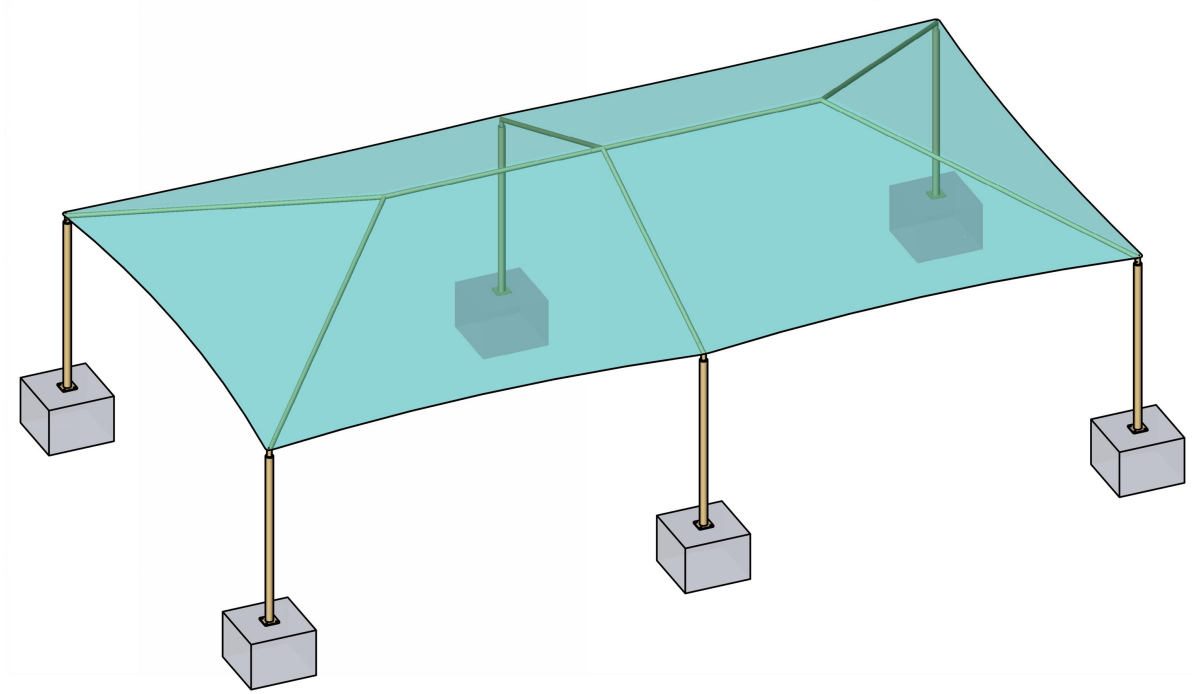
1.800.327.8774 | srpplayground.com
REV. 06.2019

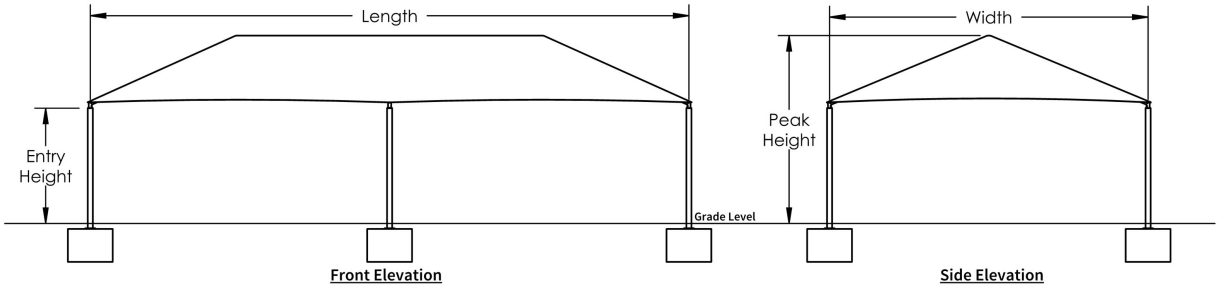
SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

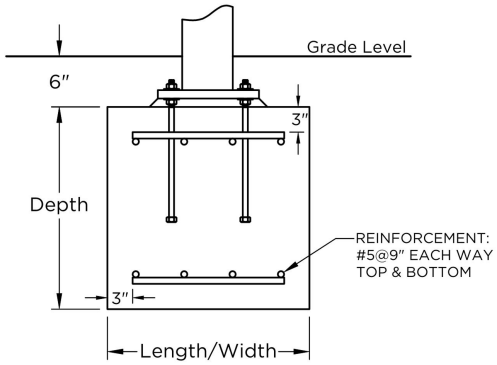
6-Column Hip Shade

Length	50'	**Width**	23'	**Entry Height**	15'
Peak Height	19.64'	**Elbow**	Glide	**Column Mount**	Base Plate
Column Size	Ø8.6" Sch-40	**Rafter Size**	Ø5.0" 11-Ga	**Ridge Size**	Ø5.0" 11-Ga
Column Length	15.5'	**Rafter Length**	16.35'	**Ridge Length**	28.69'
Dome Qty.	1	**Column Qty.**	6		

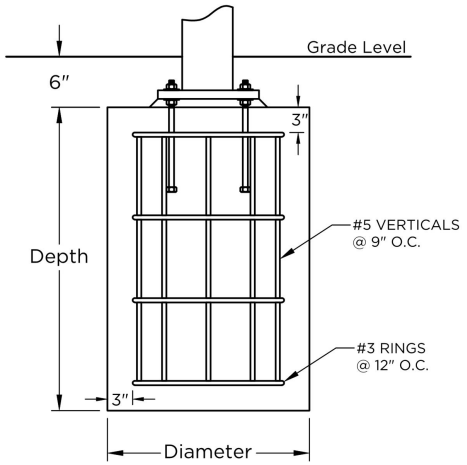




Square Footing		
Column	Length & Width	Depth
Single Cap	4.39	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	6.56	N/A



QUOTE	SHADE SIZE	SHADE STYLE
	50 X 23	6-Column Hip Shade

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. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

SHADE

BY SUPERIOR RECREATIONAL PRODUCTS

Shade Structure Material Specifications

FABRIC SPECIFICATIONS

- Shade fabric is made of UV stabilized cloth manufactured by ALNET or approved equal
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut
- Cloth meets fire resistance tests as follows:

  Alnet Extra Block: California State Fire Marshall Reg. #F-93501

  Others: NFPA 701-99 (Test Method 2) and ASTM E-84

Fabric Properties

Stretch	Stentored
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828 lbf (ASTM 3786)
Fabric Weight (oz/sqFT)	Avg 1.02 to 1.07 oz.
Fabric Width	9′ 10″
Roll Length	150′
Roll Size	63″ x 16 ½″
Weight	120 lbs.
Life Expectancy	10 Years
Fading	Minimum Fading After 6 years, 3 Years for Red and Yellow
Min. Temperature	-77˚
Max. Temperature	+167˚

Shade Protection and UV Screen Protection Factors

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Rivergum Green	95%	92%
Sky Blue	95%	94%
Navy Blue	96%	95%
Turquoise	94%	94%
Yellow	76%	94%
Cream	74%	92%

THREAD

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage
- Shall have a wide temperature and humidity range
- Abrasion resistant and UV radiation immunity
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution
- Lockstitch thread – 1200 Denier or equal
- Chain stitch thread – 2400 Denier or equal

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STEEL TUBING

- All fabricated steel must be in accordance with approved shop drawings and calculations
- All steel is cleaned, degreased, or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted
- Plate products shall comply with ASTM A-36

SUPERDURABLE POWDER COATING & PRIMING

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396–GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating

Powder Coat Tests		Results
ASTM	Gloss at 60˚	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtOV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

Powder Coat Process Characteristics

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft 2/lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75˚ F

Application Criteria

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400˚ F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

SUPERIOR RECREATIONAL PRODUCTS
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WELDING

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable
- All fillet welds shall be a minimum of ¼" unless otherwise noted
- All steel shall be welded shut at terminations to prevent internal leakage
- Internal weld sleeving is not acceptable
- On-site welding of any component is not acceptable

SEWING

- On-site sewing of a fabric will not be accepted
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load
- The perimeters that contain the cables shall be double lock stitched

INSTALLATION HARDWARE

- Bolt and fastening hardware shall be determined based on calculated engineering loads
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2
- Upon request, Stainless Steel hardware shall comply with ASTM A-304
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized

CONCRETE

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality
- Concrete specifications shall comply in accordance with, and detailed as, per plans as follows:
    1. 28 Days Strength F'c = 2500 psi
    2. Aggregate: HR
    3. Slump: 3-5
    4. Portland Cement shall conform to C-150
    5. Aggregate shall conform to ASTM C-33
- All reinforcement shall conform to ASTM A-615 grade 60

CONCRETE CONTINUED ON NEXT PAGE

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice
- Whenever daily ambient temperatures are below 80˚ F, the contractor may have mix accelerators and hot water added at the batch plant (see table)
- The contractor shall not pour any concrete when daily ambient temperature is below 55˚ F

Concrete Temperate Chart

Temperature Range	% Accelerator	Type Accelerator
75-80˚	1%	High Early (non calcium)
70-75˚	2%	High Early (non calcium)
Below 70˚	3%	High Early (non calcium)

FOOTINGS

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer
- All anchor bolts shall be zinc plated unless specified otherwise
- Footing shall be placed in accordance with and conform to engineered specifications and drawings

Shade 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 stainless steel hardware
- 20-Year Limited Warranty on steel shade structures
- 10-Year Limited Warranty on shade fabric
- 5-Year Limited Warranty on cables and powder coat
- 1-Year Limited Warranty on moving parts and materials not covered above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, 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, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to “acts of God” such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP’s control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

LIMITED WARRANTY: STRUCTURAL STEEL

SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or 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 10% per annum over the last ten years.

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.

SHADE FABRIC

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX® MEHATOP F 1 waterproof fabric, carries a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

SUPERIOR RECREATIONAL PRODUCTS
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SRP fabrics carry a 10-Year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors red and yellow are warranted against significant fading for only two years. If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

ALUMINUM AND STEEL FRAME WATERPROOF UMBRELLAS

Although all aluminum and steel frame waterproof umbrellas are designed to withstand high wind speeds and have been engineered/tested in wind speeds which exceed 70 mph, SRP does not recommend or warrant the deployment or use of any collapsible umbrella in wind conditions which exceed 45 mph unless where specifically designated and approved in writing by qualified SRP engineers. Horizon umbrellas outfitted with SRP's additional bracing supports will be warranted for wind conditions up to 60 mph and 3-second wind gusts. SRP's warranty will only cover umbrellas that have been properly secured (installed according to manufacturer's installation instructions with a level canopy and plum column) to an approved footer or other approved mounting system. SRP recommends that all retractable umbrellas be securely closed when not in use.

SRP's Cabanas are designed to withstand high wind speeds and have been engineered/tested in wind speeds which exceed 90 mph. However, SRP does not recommend the use of any Cabana in wind conditions which exceed 75 MPH unless where specifically designated and approved in writing by qualified SRP engineers. SRP's warranty will only cover Cabanas that have been properly secured to an approved footer or other mounting system.

WATERPROOF HYPAR, WAVECREST, PANORAMA, AND CUSTOM STRUCTURES

SRP's fixed waterproof structures are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration and up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season." SRP will only warranty products which are properly secured to a footer according to engineering drawings or approved anchoring system.

Further, SRP will not cover any damage to any umbrella frame, canopy, shade, or base device which occurs as a result of contact with the ground or any other foreign object including damage which occurs as a result of sudden and severe weather events or other extreme acts of nature.

Please contact SRP directly if requesting products and mounting foundations to be warranted in sustained wind conditions which exceed the stated warranties per each model.

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SUPERIOR RECREATIONAL PRODUCTS
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PRICING POLICY

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.

CANCELLATION AND RETURN POLICY

To view our return policy, please visit superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774.

SHIPPING POLICY

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.

Appendix

Proper Care, Maintenance, and Safe Removal of the Shade Canopy

AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

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SUPERIOR RECREATIONAL PRODUCTS
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GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down.
It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do no loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape.
When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

PLAYGROUNDS & SITE AMENITIES

Required Bid Documents

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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: Lanier Plans, Inc dba KorKat

Submitted: March 8th, 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 F - Kor Kat Proposal (4466 : Playground Discussion)

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:**

Two hundred forty seven thousand, nine hundred ninety two
(In Words)

Dollars $ 247,992.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or 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 F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. N/A Dated: _____ Addendum No.Dated: _____
Addendum No. N/A Dated: _____ Addendum No.Dated: _____
Addendum No. N/A Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the N/A Bank of _____ or Bid Bond for the sum of _____Dollars (_____),

made payable to N/A (Owner).

Lanier Plans, Inc dba KorKat
(Name of Bidder) (Affix Seal)

(Signature of Officer)

CEO
(Title of Officer)

Lanier Plans, Inc dba KorKat
Name of Bidder

221 Cable Industrial Way
Address

Carrollton, GA 30117
City/State/Zip

770-214-9322
Telephone

CGC1515875
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Shane Lanier / CEO
221 Cable Industrial Way
Carrollton, GA 30117

END OF SECTION

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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: Lanier Plans, Inc dba KorKat

Submitted: March 8th, 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 F - Kor Kat Proposal (4466 : Playground Discussion)

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SUNRISE PARK NORTH PLAYGROUND - CDBG

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Two hundred forty seven thousand, nine hundred ninety two
(In Words)

Dollars $ 247,992.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

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Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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Addendum No. N/A Dated: _____ Addendum No.Dated: _____
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Attached hereto is a cashier's check on the N/A Bank of _____ or Bid Bond for the sum of _____Dollars (_____),

made payable to N/A (Owner).

Lanier Plans, Inc dba KorKat
(Name of Bidder) (Affix Seal)

(Signature of Officer)

CEO
(Title of Officer)

Lanier Plans, Inc dba KorKat
Name of Bidder

221 Cable Industrial Way
Address

Carrollton, GA 30117
City/State/Zip

770-214-9322
Telephone

CGC1515875
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Shane Lanier / CEO
221 Cable Industrial Way
Carrollton, GA 30117

END OF SECTION

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

O. Give bank reference: South State Bank, Carrollton, GA 770-834-6800

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 7th day of March, 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 7th day of March, 20 24.

Notary Public

Notary Public (Print or Type) My commission expires: 9/24/2025

LESLIE NICOLE DAVIS
NOTARY PUBLIC
My Commission Expires
09-24-2025
CARROLL COUNTY, GEORGIA

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans Inc dba KorKat
A/R Aging Summary
As of March 6, 2024

COMPLETION DATES	DECEMBER 2024	SEPTEMBER 2024	AUGUST 2024
Abbotts Hill Elementary	0.00	39,400.00	0.00
Alexan Grove	0.00	0.00	0.00
Anderson County Government	64,138.00	0.00	0.00
Bay Vista	0.00	0.00	0.00
BC-Bayview Elementary School	0.00	186,418.00	0.00
Berry College CDC	0.00	0.00	0.00
Birmingham Falls Elementary	0.00	37,498.00	0.00
Blessed Sacrament School	0.00	0.00	0.00
Blue Ridge Elementary-Evans,GA	0.00	11,640.00	0.00
Boys and Girls Club-Wellington	0.00	0.00	0.00
Bright Horizons-Bright Beginnings	0.00	0.00	0.00
Bright Horizons All Saints	0.00	0.00	0.00
Brighton Academy	0.00	0.00	0.00
Builcore-Springview	0.00	0.00	0.00
Builcore-Sunshine Childcare	0.00	0.00	0.00
Bush Hills Steam Academy	0.00	0.00	0.00
Camp Twin Lakes	0.00	0.00	48,201.79
Campbell Elementary School	0.00	29,985.00	0.00
City of Key Colony Beach	0.00	0.00	0.00
City of Peachtree City	2,228.81	0.00	0.00
Clayton County Park and Recreation	0.00	0.00	0.00
Columbia County School District	0.00	0.00	0.00
Columbia Village	0.00	0.00	0.00
Cornerstone Children's Center	0.00	0.00	0.00
Cosby Spear Highrise	0.00	0.00	0.00
Covenant Church of Naples	0.00	0.00	0.00
Creekside Estates	8,838.83	0.00	0.00
Creekside Run	0.00	0.00	0.00
Crescent B Commons	0.00	0.00	0.00
CSG-Solimar	0.00	0.00	0.00
Department of Public Safety	0.00	0.00	42,985.49
Divine Savior Academy	0.00	0.00	0.00
Doves Creek Baptist Church	0.00	0.00	11,544.03
Dunwoody Springs Elementary School	0.00	22,165.00	0.00
Endless Bounds	0.00	23,964.38	0.00
Esplanade at Tradition	20,310.90	0.00	0.00
Evergrene Clubhouse	0.00	0.00	0.00
Excell Preparatory Academy	0.00	0.00	0.00
FACES Prekindergarden Center	0.00	0.00	0.00
First Baptist Church of Umatilla	0.00	0.00	0.00
First Baptist Church of Vero Beach	0.00	0.00	0.00
First Christian Church of Fort Myers	0.00	0.00	0.00
Flat Shoals Park	0.00	0.00	0.00

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans Inc dba KorKat
A/R Aging Summary
As of March 6, 2024

COMPLETION DATES	DECEMBER 2024	SEPTEMBER 2024	AUGUST 2024
Flatwoods	0.00	0.00	0.00
Florida Air Museum	0.00	0.00	0.00
Grace Place	0.00	0.00	1,800.00
Green Summer HOA	0.00	0.00	0.00
Hamilton Holmes Elementary School	0.00	19,645.00	0.00
Hampton Glen HOA	0.00	0.00	0.00
Hand in Hand	0.00	0.00	0.00
Harmony Dog Park	0.00	0.00	0.00
Havenwood Senior Apartments	0.00	0.00	0.00
Havenwood Springs	0.00	48,037.67	0.00
Hembree Springs Elementary School	0.00	40,000.00	0.00
Henry County Schools	4,890.20	0.00	0.00
Heritage Academy	0.00	13,653.51	0.00
Heritage Preschool at Research Park	0.00	0.00	0.00
Heritage Preschool of Homewood	0.00	0.00	0.00
Heritage Preschool of Ross Bridge	0.00	0.00	0.00
High Point Elementary School	0.00	48,492.00	0.00
Hinton	0.00	0.00	89,026.12
Holy Redeemer Child Development Center	0.00	0.00	0.00
Honi Hanti	0.00	0.00	0.00
Ivy Kids - Johns Creek	0.00	0.00	0.00
James Allen Jr. Place Apartments	0.00	0.00	0.00
Jones County High School	66,540.32	0.00	0.00
Jupiter Christian School	0.00	68,128.00	0.00
King Jesus	0.00	0.00	0.00
King Jesus Ministries Broward	0.00	30,170.50	0.00
Knox Park	0.00	0.00	0.00
Kreb's Park	0.00	0.00	0.00
Lake Crossing Apartments	0.00	6,845.80	0.00
Lamplighter Village	0.00	0.00	0.00
Landmark 24	0.00	0.00	0.00
Leap Youth Development	0.00	0.00	0.00
Level Grove Baptist	0.00	0.00	0.00
Lilburn First Baptist	0.00	0.00	36,945.33
Limestone Trail	0.00	0.00	74,140.20
Little Ocmulgee State Park	0.00	0.00	189,833.65
Locust Fork Park	0.00	0.00	0.00
Long Lake Ranches West	0.00	0.00	0.00
Longleaf Elementary School	0.00	0.00	0.00
Lotus Foundation	0.00	0.00	0.00
Marantha Christian Academy	0.00	0.00	0.00
Mary's House	0.00	0.00	0.00
Maxwell AFB	0.00	0.00	0.00

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans Inc dba KorKat
A/R Aging Summary
As of March 6, 2024

COMPLETION DATES	DECEMBER 2024	SEPTEMBER 2024	AUGUST 2024
McIntosh Woods	0.00	0.00	0.00
McKey Tennis	0.00	0.00	0.00
Medlock Bridge Elementary School	0.00	32,892.72	0.00
Meigs County	0.00	0.00	0.00
Midway Church-Douglasville	0.00	22,067.14	0.00
MJCCA Aquatics	0.00	0.00	0.00
Mr. Clean-Norcross	0.00	0.00	0.00
Nathan Dean Park	0.00	0.00	0.00
Needles Dog Park	6,924.38	0.00	0.00
New Prospect Elementary	0.00	19,567.00	0.00
Newnan High School	0.00	0.00	0.00
North Harlem Elementary School	14,112.68	0.00	0.00
North Highland Park	0.00	0.00	0.00
Northwest Family YMCA	0.00	0.00	0.00
Northwood Presbyterian Church	0.00	6,712.50	0.00
O'Neal Plaza	0.00	0.00	0.00
Palencia Elementary School	0.00	0.00	0.00
Palm Beach Maritime Academy	0.00	0.00	4,200.00
Parkside Manor	0.00	0.00	0.00
Parkside Village	0.00	0.00	0.00
Parkview Terrace	0.00	0.00	0.00
Patriots Park-Rincon	0.00	0.00	0.00
Peachtree Corners-Triscapes	0.00	0.00	0.00
Pebblebrook Parkside	0.00	0.00	155,287.67
Pine Island Park	0.00	0.00	0.00
Pine Street Elementary	0.00	0.00	0.00
Pinederosa Park	0.00	0.00	0.00
Planter's Ridge	344,686.46	0.00	0.00
Rivertop Apartments	6,166.58	0.00	0.00
Robert Morgan Tech	0.00	7,770.00	0.00
Roberts Elementary School	0.00	0.00	0.00
Rock Springs Elementary	0.00	0.00	0.00
Rockmart First United Methodist Church	0.00	0.00	0.00
Rogers Group	0.00	0.00	0.00
Rollins Child Care Development	0.00	0.00	0.00
Rossville Elementary School	0.00	0.00	0.00
Sailfish Splash	0.00	21,076.00	0.00
Seavy Street Park	0.00	0.00	0.00
Seventeen Springs	0.00	0.00	0.00
Shakerag Elementary School	0.00	51,483.82	0.00
Shoal Creek Adventist School	0.00	0.00	0.00
Smyrna Town Center	0.00	0.00	0.00
Sope Creek Elementary	0.00	0.00	0.00

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans Inc dba KorKat
A/R Aging Summary
As of March 6, 2024

COMPLETION DATES	DECEMBER 2024	SEPTEMBER 2024	AUGUST 2024
Sophia Kingston Elementary	0.00	0.00	0.00
South Dade Child Development Center	0.00	0.00	0.00
Spurlino Family YMCA	0.00	0.00	0.00
Step Up Suncoast	0.00	0.00	0.00
Sunset Beach	0.00	0.00	26,452.05
Sweet Bay	0.00	68,776.77	0.00
Tanger Outlet Mall	23,851.65	0.00	0.00
Toll Brothers Apartments	0.00	14,868.03	0.00
Tom Triplett Park	0.00	0.00	0.00
Town Walk	0.00	0.00	0.00
Tybee Island Memorial Park			
Tybee Island Memorial Park	0.00	0.00	0.00
Tybee Island Memorial Park - Other	0.00	0.00	93,569.50
Total Tybee Island Memorial Park	0.00	0.00	93,569.50
Villages	0.00	0.00	0.00
Villages-Dry Creek Park	0.00	0.00	0.00
Wesley Trevento	0.00	0.00	3,223.93
Westlake Neighborhood Park	94,788.00	0.00	0.00
Westwood	0.00	0.00	0.00
Willis L Miller Library	0.00	0.00	0.00
Woodchase Academy	0.00	0.00	59,006.55
Woodland Elementary School-Spalding Dr	0.00	35,731.00	0.00
Woodland Terrance at Timber Springs	16,520.59	0.00	0.00
TOTAL	**673,997.40**	**906,987.84**	**836,216.31**

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans Inc dba KorKat
A/R Aging Summary
As of March 6, 2024

COMPLETION DATES	JUNE 2024	APRIL 2024	TOTAL
Abbotts Hill Elementary	0.00	0.00	39,400.00
Alexan Grove	0.00	25,281.24	25,281.24
Anderson County Government	0.00	0.00	64,138.00
Bay Vista	0.00	23,114.37	23,114.37
BC-Bayview Elementary School	0.00	0.00	186,418.00
Berry College CDC	5,095.00	9,162.42	14,257.42
Birmingham Falls Elementary	0.00	0.00	37,498.00
Blessed Sacrament School	0.00	199,139.00	199,139.00
Blue Ridge Elementary-Evans,GA	0.00	0.00	11,640.00
Boys and Girls Club-Wellington	0.00	48,170.99	48,170.99
Bright Horizons-Bright Beginnings	0.00	49,799.40	49,799.40
Bright Horizons All Saints	0.00	82,001.96	82,001.96
Brighton Academy	11,300.95	0.00	11,300.95
Builcore-Springview	0.00	26,262.90	26,262.90
Builcore-Sunshine Childcare	0.00	20,017.95	20,017.95
Bush Hills Steam Academy	0.00	2,247.72	2,247.72
Camp Twin Lakes	0.00	0.00	48,201.79
Campbell Elementary School	0.00	0.00	29,985.00
City of Key Colony Beach	0.00	27,260.99	27,260.99
City of Peachtree City	0.00	0.00	2,228.81
Clayton County Park and Recreation	0.00	43,032.51	43,032.51
Columbia County School District	0.00	37,025.64	37,025.64
Columbia Village	0.00	8,773.00	8,773.00
Cornerstone Children's Center	0.00	12,685.34	12,685.34
Cosby Spear Highrise	0.00	5,154.31	5,154.31
Covenant Church of Naples	0.00	192,849.00	192,849.00
Creekside Estates	0.00	0.00	8,838.83
Creekside Run	28,011.30	0.00	28,011.30
Crescent B Commons	0.00	8,627.20	8,627.20
CSG-Solimar	0.00	2,322.59	2,322.59
Department of Public Safety	0.00	0.00	42,985.49
Divine Savior Academy	44,289.50	0.00	44,289.50
Doves Creek Baptist Church	0.00	0.00	11,544.03
Dunwoody Springs Elementary School	0.00	0.00	22,165.00
Endless Bounds	0.00	0.00	23,964.38
Esplanade at Tradition	0.00	0.00	20,310.90
Evergrene Clubhouse	0.00	5,786.50	5,786.50
Excell Preparatory Academy	-39,000.00	0.00	-39,000.00
FACES Prekindergarden Center	0.00	47,482.66	47,482.66
First Baptist Church of Umatilla	0.00	110,628.92	110,628.92
First Baptist Church of Vero Beach	0.00	43,348.00	43,348.00
First Christian Church of Fort Myers	0.00	14,750.00	14,750.00
Flat Shoals Park	0.00	1,300.00	1,300.00

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans Inc dba KorKat
A/R Aging Summary
As of March 6, 2024

COMPLETION DATES	JUNE 2024	APRIL 2024	TOTAL
Flatwoods	0.00	133,699.79	133,699.79
Florida Air Museum	0.00	140,698.20	140,698.20
Grace Place	0.00	30,865.50	32,665.50
Green Summer HOA	0.00	28,887.91	28,887.91
Hamilton Holmes Elementary School	0.00	0.00	19,645.00
Hampton Glen HOA	30,541.76	0.00	30,541.76
Hand in Hand	0.00	5,686.00	5,686.00
Harmony Dog Park	0.00	4,331.16	4,331.16
Havenwood Senior Apartments	0.00	1,970.00	1,970.00
Havenwood Springs	0.00	3,454.09	51,491.76
Hembree Springs Elementary School	0.00	0.00	40,000.00
Henry County Schools	0.00	0.00	4,890.20
Heritage Academy	0.00	0.00	13,653.51
Heritage Preschool at Research Park	0.00	40,464.60	40,464.60
Heritage Preschool of Homewood	0.00	18,604.33	18,604.33
Heritage Preschool of Ross Bridge	0.00	7,012.55	7,012.55
High Point Elementary School	0.00	0.00	48,492.00
Hinton	0.00	0.00	89,026.12
Holy Redeemer Child Development Center	0.00	23,670.00	23,670.00
Honi Hanti	0.00	74,499.00	74,499.00
Ivy Kids - Johns Creek	0.00	29,384.00	29,384.00
James Allen Jr. Place Apartments	0.00	25,439.85	25,439.85
Jones County High School	0.00	0.00	66,540.32
Jupiter Christian School	0.00	0.00	68,128.00
King Jesus	0.00	5,027.88	5,027.88
King Jesus Ministries Broward	0.00	0.00	30,170.50
Knox Park	0.00	2,928.58	2,928.58
Kreb's Park	0.00	56,269.87	56,269.87
Lake Crossing Apartments	0.00	0.00	6,845.80
Lamplighter Village	0.00	5,265.50	5,265.50
Landmark 24	0.00	5,020.87	5,020.87
Leap Youth Development	0.00	67,822.61	67,822.61
Level Grove Baptist	0.00	23,797.00	23,797.00
Lilburn First Baptist	0.00	0.00	36,945.33
Limestone Trail	1,250.00	0.00	75,390.20
Little Ocmulgee State Park	0.00	0.00	189,833.65
Locust Fork Park	30,013.93	0.00	30,013.93
Long Lake Ranches West	0.00	62,380.55	62,380.55
Longleaf Elementary School	0.00	14,295.29	14,295.29
Lotus Foundation	420,292.50	0.00	420,292.50
Marantha Christian Academy	0.00	8,960.00	8,960.00
Mary's House	0.00	28,757.52	28,757.52
Maxwell AFB	0.00	62,085.00	62,085.00

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans Inc dba KorKat
A/R Aging Summary
As of March 6, 2024

COMPLETION DATES	JUNE 2024	APRIL 2024	TOTAL
McIntosh Woods	0.00	3,505.84	3,505.84
McKey Tennis	0.00	39,780.95	39,780.95
Medlock Bridge Elementary School	0.00	0.00	32,892.72
Meigs County	0.00	188,755.11	188,755.11
Midway Church-Douglasville	0.00	0.00	22,067.14
MJCCA Aquatics	0.00	82,020.46	82,020.46
Mr. Clean-Norcross	0.00	2,569.99	2,569.99
Nathan Dean Park	0.00	20,816.00	20,816.00
Needles Dog Park	0.00	0.00	6,924.38
New Prospect Elementary	0.00	0.00	19,567.00
Newnan High School	14,297.50	0.00	14,297.50
North Harlem Elementary School	0.00	0.00	14,112.68
North Highland Park	0.00	33,151.50	33,151.50
Northwest Family YMCA	10,544.77	0.00	10,544.77
Northwood Presbyterian Church	0.00	0.00	6,712.50
O'Neal Plaza	0.00	9,576.50	9,576.50
Palencia Elementary School	0.00	142,129.00	142,129.00
Palm Beach Maritime Academy	0.00	0.00	4,200.00
Parkside Manor	0.00	24,824.27	24,824.27
Parkside Village	0.00	33,118.08	33,118.08
Parkview Terrace	0.00	2,902.69	2,902.69
Patriots Park-Rincon	0.00	203,233.68	203,233.68
Peachtree Corners-Triscapes	0.00	53,359.06	53,359.06
Pebblebrook Parkside	0.00	0.00	155,287.67
Pine Island Park	0.00	65,711.00	65,711.00
Pine Street Elementary	0.00	12,117.00	12,117.00
Pinederosa Park	0.00	623,815.93	623,815.93
Planter's Ridge	0.00	0.00	344,686.46
Rivertop Apartments	0.00	0.00	6,166.58
Robert Morgan Tech	0.00	0.00	7,770.00
Roberts Elementary School	0.00	19,001.50	19,001.50
Rock Springs Elementary	0.00	6,997.00	6,997.00
Rockmart First United Methodist Church	0.00	5,000.00	5,000.00
Rogers Group	0.00	3,816.75	3,816.75
Rollins Child Care Development	0.00	483.26	483.26
Rossville Elementary School	0.00	1,691.26	1,691.26
Sailfish Splash	0.00	0.00	21,076.00
Seavy Street Park	0.00	9,519.62	9,519.62
Seventeen Springs	0.00	26,263.33	26,263.33
Shakerag Elementary School	0.00	0.00	51,483.82
Shoal Creek Adventist School	0.00	3,749.99	3,749.99
Smyrna Town Center	0.00	78,439.73	78,439.73
Sope Creek Elementary	1,472.50	0.00	1,472.50

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Lanier Plans Inc dba KorKat
A/R Aging Summary
As of March 6, 2024

COMPLETION DATES	JUNE 2024	APRIL 2024	TOTAL
Sophia Kingston Elementary	7,100.00	0.00	7,100.00
South Dade Child Development Center	0.00	73,608.00	73,608.00
Spurlino Family YMCA	0.00	22,687.00	22,687.00
Step Up Suncoast	0.00	49,426.00	49,426.00
Sunset Beach	0.00	0.00	26,452.05
Sweet Bay	0.00	0.00	68,776.77
Tanger Outlet Mall	0.00	0.00	23,851.65
Toll Brothers Apartments	0.00	0.00	14,868.03
Tom Triplett Park	0.00	7,201.40	7,201.40
Town Walk	0.00	54,997.37	54,997.37
Tybee Island Memorial Park			
Tybee Island Memorial Park	0.00	1,245.90	1,245.90
Tybee Island Memorial Park - Other	0.00	0.00	93,569.50
Total Tybee Island Memorial Park	0.00	1,245.90	94,815.40
Villages	294,654.05	-174,097.12	120,556.93
Villages-Dry Creek Park	153,465.25	0.00	153,465.25
Wesley Trevento	0.00	0.00	3,223.93
Westlake Neighborhood Park	0.00	0.00	94,788.00
Westwood	0.00	17,097.00	17,097.00
Willis L Miller Library	2,256.24	0.00	2,256.24
Woodchase Academy	0.00	0.00	59,006.55
Woodland Elementary School-Spalding Dr	0.00	0.00	35,731.00
Woodland Terrance at Timber Springs	0.00	0.00	16,520.59
TOTAL	1,015,585.25	3,706,017.31	7,138,804.11

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

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 Shane Lanier 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 F - Kor Kat Proposal (4466 : Playground Discussion)

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.)

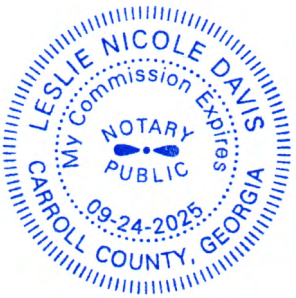
_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

(Signature) _____ Date: 2/29/2024

State of Georgia County of Carroll

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Shane Lanier / CEO who, after first being sworn by me, affixed his/her signature in the space provided above on this 29th day of February, 2024.



Notary Public

My Commission Expires:

9/24/2025

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

Dates are estimates based on current information and subject to change. Any acceleration or delay in the process will impact subsequent dates.

Project name: SUNRISE PARK NORTH PLAYGROUND
Estimate Number: 53236

3/6/2024		**Project submission date (new order email received by KorKat)**
	3/6/2024	Contracts and Deposits, Final Colors
3/13/2024 to	3/20/2024	Ordering of Materials
		Playgrounds:
3/27/2024 to	4/17/2024	Playground Engineering
5/15/2024 to	9/4/2024	Playground Permitting
		Manufacturing:
6/26/2024 to	7/31/2024	Steel Play
7/3/2024 to	8/7/2024	Steel Play Custom
7/3/2024 to	7/31/2024	Steel Active Courses
3/27/2024 to	4/3/2024	SRP Quick Ship Units
7/10/2024 to	8/14/2024	GFP (if metals/plastics are required)
7/10/2024 to	8/14/2024	GFP Custom (if metals/plastics are required)
9/18/2024 to	10/30/2024	FX Play New Concept (Steel & Recycled)
7/10/2024 to	8/14/2024	FX Play Previously Engineered & Manufactured (Steel)
7/17/2024 to	8/21/2024	FX Play Previously Manufactured (GFP/Recycled)
6/19/2024 to	7/3/2024	Indoor Play
5/22/2024 to	6/5/2024	ActionFit Fitness Products
7/10/2024 to	7/31/2024	Ascend Rope Products (Standard Models)
8/7/2024 to	8/21/2024	Ascend Rope Products (Custom Orders)
8/7/2024 to	9/4/2024	Playdale Products (if shipping from UK)
8/7/2024 to	9/18/2024	Natural Elements Products
4/3/2024 to	4/10/2024	Freenotes
5/15/2024 to	5/22/2024	Ultra Play Products
4/17/2024 to	5/1/2024	Nature of Early Play - small orders
6/12/2024 to	7/10/2024	Nature of Early Play - midsized playground projects
7/10/2024 to	8/7/2024	Nature of Early Play - large sized playground projects
		Shades:
4/17/2024 to	5/1/2024	Shade Engineering
5/29/2024 to	9/18/2024	Shade Permitting
		Manufacturing:
7/31/2024 to	8/7/2024	Shade (Standard Orders)
8/7/2024 to	8/14/2024	Shade (Modified Standard)
8/14/2024 to	9/11/2024	Shade (Highly Custom)
2/5/2025 to	2/19/2025	Shade Sails (after dimensions received)
7/31/2024 to	8/14/2024	Shade (Replacement Fabrics)
		Shelters:
4/17/2024 to	5/1/2024	Shelter Engineering
5/29/2024 to	9/18/2024	Shelter Permitting
		Manufacturing:
8/7/2024 to	8/21/2024	Shelter
7/24/2024 to	7/31/2024	Shelter (Coverworx)
		Site Amenities:
4/17/2024 to	5/22/2024	Site Amenities (Quick Ship - UltraLeisure)
4/24/2024 to	6/5/2024	Site Amenities (New Recycled Products)
6/5/2024 to	6/19/2024	Site Amenities (Standard Orders)
6/19/2024 to	7/31/2024	Site Amenities (Custom/Uptown)
6/19/2024 to	7/31/2024	Site Amenities (Uptown Recycled)
7/10/2024 to	7/24/2024	UltraSite High End (Premium)
6/26/2024 to	7/3/2024	UltraSite Recycled Product
5/29/2024 to	6/12/2024	UltraSite Wood, Bark Park Kits, and Standard Thermoplastic (any 8 colors)
4/17/2024 to	4/24/2024	UltraSite Bike Racks and Grills/Fire Rings
4/17/2024 to	5/1/2024	UltraSite Bark Park a la carte
5/15/2024 to	5/29/2024	UltraSite Aluminum, Lettered Benches and All Other Thermoplastics
5/29/2024 to	6/12/2024	UltraSite Human Fountains, Dog Fountains, and Combo
7/10/2024 to	7/17/2024	UltraSite Recyled Bark Park Products Categorey (ReBark)

Delivery and Installation timeline begins after Permits obtained and Equipment is received

9/18/2024		**Equipment receipt example based on latest date for Shade (Highly Custom) manufacture**
		******For Shade Sails only, use the latest date for Shade (Modified Standard)******
		Delivery and Installation
10/30/2024 to	11/27/2024	Playgrounds, Shades, Shelters or Site Amenities
3/5/2025 to	3/19/2025	Shade Sails
		Surfacing
10/4/2024 to	11/8/2024	Surfacing site with equipment installation
5/15/2024 to	7/10/2024	Surfacing site without equipment installation
3/19/2025 to	4/23/2025	Surfacing site with shade sail installation

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

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

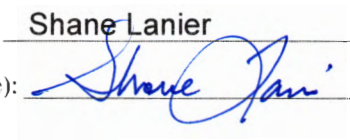
A provision that requires the contractor to comply with public records laws, specifically to:

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: 2/29/24

END OF SECTION

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify The Harbin Agency, 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. 435BG0252603 effective on,

4/15/23. 2023, limits 1,000,000,

Property Damage Policy No. 435BG0252603 effective on 4/15, 2023, and expiring

on 4/15, 2024, limits 1,000,000.

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

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Gerogia

County of Carroll

Shane Lanier being duly sworn according to law, deposes and says (it, he, they) has 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 Lanier Plans, Inc dba KorKat Company, under the terms of Policy No. 6687662 for a period from 4/15, 20 23 to 4/15, 20 24.

WITNESS: Deanna Patrick

CONTRACTOR:
Lanier Plans, Inc dba KorKat

By Shane Lanier

Title CEO

Sworn to and subscribed before me this 29 day of February, 2024.

Notary Public

Leslie N Davis

Notary Public (Print or Type)

My Commission Expires: 9/24/2025

LESLIE NICOLE DAVIS NOTARY PUBLIC CARROLL COUNTY, GEORGIA My Commission Expires 09-24-2025

END OF SECTION

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

SECTION 00 66 50
CERTIFICATE OF INSURANCE FOR
WORKMEN'S COMPENSATION

This is to certify that The Harbin Agency, Inc., Company has issued to Lanier Plans, Inc dba KorKat, of the City of Carrollton, State of Georgia,

the following policy or policies: Workmen's Compensation and Employer's Liability

Policy No.

6687662 effective on 4/15, 20 23.

Reference Policy No. 435BG0252603 effective on 4/15,

20 23 and expiring on 4/15, 20 24 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 F - Kor Kat Proposal (4466 : Playground Discussion)

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.

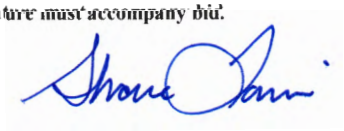
_X_ Certificates must identify bid number and bid title.

_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.

00 08 00A - 06



Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

PLAYGROUNDS & SITE AMENITIES

License / Certifications

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

CPSI

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

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

IPEMA 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, 2024

Denise R. Calabrese

Denise R. Calabrese, CAE
Executive Director

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 F - Kor Kat Proposal (4466 : Playground Discussion)

770.832.6660 *main*
1.800.327.8774 *toll free*

1050 Columbia Dr.
Carrollton, GA 30117
superiorrecreationalproducts.com

PLAYGROUNDS & SITE AMENITIES

Warranty & Color Options

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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 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.

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.

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.

IPEMA MEMBER — International Play Equipment Manufacturers Association

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 F - Kor Kat Proposal (4466 : Playground Discussion)

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

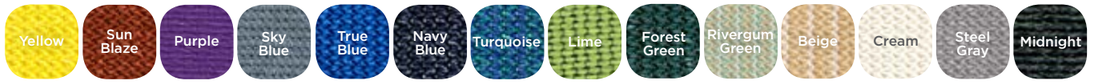
Plastic Colors

Activity Panel & Panel Colors

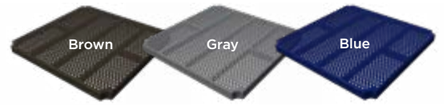
Solid Core

Sandwich Core

Shade Colors | More Available!



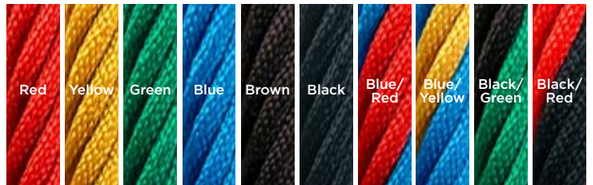
Steel Deck Colors



Recycled Deck & Post Colors

**May affect delivery lead time.*

Ascend Rope Colors



Belt Seat Colors

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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…

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Material Features

Fabric

- Made from UV stabilized high density polyethylene fabric that prevents fading from the sun
- Raschel-knitted to prevent fraying and shades 34' and larger receive Kevlar® reinforced corners
- Blocks up to 98% of harmful UV rays, depending upon color choice
- Fabric breathes allowing hot air to rise and escape
- Available fabric to meet California State Fire Marshal requirements, NFPA 701, and ASTM E84

Frames

- Engineered to withstand wind speeds up to 150 mph with fabric removed
- Structural tubing complies with ASTM standards
- Finished product includes 6 to 8 mils of combined primer and powder coat — all backed by 5,000 hours of testing per ASTM Method B117

Glide Elbow™

Our Glide Elbow™ quick release mechanism allows for easy installation and removal of your fabric — in the case of a fabric refresh or inclement weather. All you need is a wrench or cordless drill (with the right sized socket). What's more, metal-on-metal wear is minimized with our fabric hook connection. Our Glide Elbow™ is backed by a 1-year limited warranty.

Certified Fabricator/Products

- LADBS Certified Fabricator*
- City of Houston Registered Fabricator*
- California Division of the State Architect

Certificate available upon request.

Designer's Corner

Shade (Un)Covered Continuing Education Course

Our shades are available on CADdetails

View in 360° and choose colors with our Color Applier

Our shades are available on Sketchfab

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, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

- **LW** **Lifetime* Warranty on stainless steel hardware**
- **20** **20-Year Limited Warranty on framework**
- **10** **10-Year Limited Warranty on fabric**
- **5** **5-Year Limited Warranty on powder coat**
- **1** **1-Year Limited Warranty on cables**
- **1** **1-Year Limited Warranty on materials not above**

Pricing Policy
All prices are F.O.B. factor and do not include freight, installation, shipping, handling, surfacing, or applicable taxes. Prices are subject to change without notice.

Cancellation and Return Policy
To view our return policy, please visit superiorrecreationalproducts.com/returns.

Shipping Policy
To view our shipping policy, please visit superiorrecreationalproducts.com/shipping.

***View our complete warranty at srpshade.com/srp-shade-warranty.**

Color Options

Frames

Backed by a 5-year limited warranty.

Gloss

- Red
- Orange
- Butterscotch
- Yellow
- NEW! Ice Butter
- Spring Green
- NEW! Ice Mint
- Chartreuse
- Green
- Sage
- NEW! Sea Mist
- NEW! Azure
- NEW! Ocean
- Sky Blue
- Blue
- Periwinkle
- Royal Purple
- Burgundy
- Beige
- Vanilla
- Brown
- Black
- White

Matte, Textured & Metallic

- Champagne
- Metallic
- Bronze
- Starlight

Waterproof Shade Fabric
For our Arched Cantilever, Flower, and Single Post and Cantilever Waterproof Umbrellas. Backed by a 10-year limited warranty.

- Tan
- White

Traditional Fabric

This selection of fabric options includes colors that are California Fire Marshal certified and pass the NFPA 701 or ASTM E84 tests. Select color options are noted as flame retardant. Backed by a 10-year limited warranty.

- Natural
- Beige
- Latte
- Desert Sand
- Cedar
- Brown
- Cayenne
- Sun Blaze
- Yellow
- Royal Purple
- Sky Blue
- Dove Blue
- True Blue
- Aquatic Blue
- Navy Blue
- Turquoise
- Lime
- Mint Green
- Forest Green
- Brunswick Green
- Rivergum
- Midnight
- Silver
- Steel Gray
- Pearl Onyx

Dual Shade Fabric

Available for an upcharge for our Hypar Umbrella, Triangle Sail, and Hyperbolic Sail. Backed by a 10-year limited warranty.

- Citrus
- Sunburst
- Macaw
- Chameleon
- Topaz
- Amazonia
- Savanna
- Cobblestone
- Gold Rush
- Capri
- Santorini
- Maldives

FR Fire Retardant

Complete Your Space

When combined, Superior Recreational Products' produ lines create complete site environments. Design your spa using one superior company **Visit srpshade.com, srpplayground.com, and srpsiteamenities.com to learn more.**

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

OUTDOOR
Safety Surfacing

Why Outdoor Safety Surfacing is the Right Choice for your Playground Needs!

1. We use only the highest quality materials, produced to our specifications, by the best vendors in the rubber industry.
2. Our prices are competitive.
3. We are committed to your satisfaction.
4. We honor our warranty commitments.
5. Overall, we provide the best quality services because of our dedication, experience, and commitment to our customers. We take pride in the safety and quality we provide for thousands of children, athletes, etc. who play on our surfaces daily. We embrace the fact that our success depends on our customers satisfaction.

Make Outdoor Safety Surfacing your number one choice for indoor/outdoor surfacing.

PLAYGROUND SAFETY SURFACING

MAINTENANCE, CLEANING INSTRUCTIONS AND WARRANTY

Like many surfaces, such as concrete or asphalt, a good maintenance and cleaning program will enhance the longevity and appearance of your Outdoor Safety Surfacing.

1. **Routine Cleaning and Daily Inspections**
   The frequency of routine cleaning and inspection of your Outdoor Safety Surfacing depends on the environment and the amount of use. Over time, your surfacing may get covered with dirt, debris, or loose pieces of rubber. Routinely remove any debris or other loose material and inspect the surfacing for any signs of damage, unusual wear, or movement. Immediately contact Outdoor Safety Surfacing if you think the surfacing requires any type of repair or a more thorough inspection by our specialist.

1.1 Broom-Sweeping the surfacing with a stiff bristle outdoor broom is the most common method of keeping it clean. However, because of the porosity and texture of the surface, it is difficult to remove all contaminants by sweeping alone.

1.2 Water Hose-Use a water hose with a spray nozzle attachment to remove contaminants from the surfacing. This is more thorough than just using a broom. Do not use a pressure washer on the surface area.

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

1.3 Cleaning Agents-Household or commercial cleaners that contain both odor suppressants and disinfectants can be used on your surfacing. Dilute the cleaning agent as recommended by the manufacturer. Apply to the surface using a mop or scrub brush. This will remove most light stains. Do not use any agent that will change the pigments of the colored rubber.

2. Annual Roll Coat

Your surfacing should be broom swept, vacuumed and roll coated at least once a year. This is required maintenance to your surface. **Lack of yearly maintenance will void the warranty.** The roll coat process can be done by the customer or Outdoor Safety Surfacing. If you decide to roll coat your surface yourself, please take before and after pictures. Failure to roll coat the surface at least one time yearly may cause a black residue to come off the surface. Each surface area has different exposure to UV rays, usage and different elements from trees and building run off that effect the timeliness and maintenance routine of the surface area.

2.1 Tools Needed for Cleaning and Applying the Roll Coat

1. Broom (stiff bristle outdoor broom)
2. Vacuum (Shop Vac or equivalent)
3. Water hose with spray nozzle attachment.
4. Household or commercial cleaning agent (heavy duty, high foaming detergent)
5. Bucket and scrub brush.

2.2 Procedure: Clean the area before any Roll Coat Application

1. Remove any debris or other loose material.
2. Broom surface.
3. Vacuum surface.
4. Dilute the cleaning agent as recommended by the manufacturer.
5. Clean surface in 5' by 5' sections. Apply diluted cleaning agent to the surface until wet.
6. Thoroughly scrub surface and work diluted cleaning agent to a thick foam.
7. Hose thoroughly. No foam or evidence of residue should be apparent after hosing.
8. After cleaning entire surface, re-wet with water to ensure complete flushing.

ROLL COAT INSTRUCTIONS

Depending on the usage of your playground you may need a roll coat every 6 months to 1 year. The application is just like painting an interior wall with a roller. Dip the roller into a tray with the binder and apply just like you would paint with a 3/8" nap roller. The climate conditions (no rain, light showers or overcast days) and the surface area can not have any moisture so, the area should be very dry. If there is any dew wait until the surface area has dried. Humidity in the air can be overlooked if the weather is sunny, and the temperature is above 40 degrees Fahrenheit. The sun is an activating agent for the roll coat and full sun is best for curing times. 24 hours is the minimum time to be off the surface area and it is recommended to stay off for 48 hours to ensure the surface area has dried completely. This is not the complete instruction list for installing a roll coat, please contact our office for complete instructions and an estimate for the materials and/or service.

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Outdoor Safety Surfacing shall determine the validity of all warranty claims after sufficient evidence has been gathered. Outdoor Safety Surfacing shall then repair, replace, or issue a credit for any valid claims. Any credit issued to the Owner on a warranty claim shall be on a prorated basis and may only be used to purchase replacement and/or additional Surfacing. The prorated formula for issuing a credit shall be 100% of the original purchase price during year one, 80% during year two, 60% during year three, 40% during year four, and 20% of the original purchase price during year five.

Any dispute as to whether and to what extent there is a Surfacing failure and a subsequent valid warranty claim within the meaning of this limited warranty shall be initially dealt with by joint investigation and discussion between Outdoor Safety Surfacing and the Surfacing Owner to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either Outdoor Safety Surfacing or the surfacing Owner shall submit the matter to an arbitrator who shall decide in accordance with the rules and regulations of the American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty does not include the subsurface (existing surface, existing or new aggregate, existing or new concrete or existing or new asphalt). If the subsurface fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving, or settling), this limited warranty shall be rendered invalid. If the subsurface is new concrete and a curing agent was used, this limited warranty shall be rendered invalid. In addition, there is no warranty against the Surfacing cracking along expansion joints or underlying cracks, or separating from an adjacent border, curb, or walkway. This limited warranty does not include discoloration because of exposure to ultraviolet rays, unapproved cleaning materials or vandalism.

Note that surface temperature can rise significantly when exposed to direct sunlight. Shoes and/or socks must be worn.

Owner agrees that it will not, under any circumstances, make alterations to the Surfacing without the written authorization of Outdoor Safety Surfacing. Any unauthorized alterations by the Owner shall immediately void this limited warranty and shall give rise to the duty of the Owner to hold harmless, defend and indemnify Outdoor Safety Surfacing from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu or any other warranties and is exclusive to the original Owner. Owner acknowledges that this limited warranty shall be voided if the Owner fails to follow the maintenance guidelines provided by Outdoor Safety Surfacing. Owner agrees that in no event shall Outdoor Safety Surfacing have any liability to Owner for loss of use or loss of profits or any form of consequential damages. The following chemicals can damage the Surfacing and should be avoided: disinfectants, concentrated chlorine bleach, gasoline, diesel fuel, hydraulic and lubricating oils, acids, and organic solvents.

Failure to pay for the Surfacing within the agreed upon terms shall void this limited warranty. Any damages to the Surfacing during the curing period are the responsibility of the Owner and shall be repaired at the Owner's expense. This limited warranty does not lessen or eliminate any other obligations of Owner to Outdoor Safety Surfacing.

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

OUTDOOR
Safety Surfacing

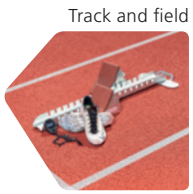
- Standard pricing includes Standard Colors mixed 50/50 with black.
- Premium Colors have a higher price and a longer lead time.
- 100% Color and/or 100% Color Mixtures have a higher price.

STANDARD COLORS

064 BLUE RAL 5015	067 GREEN RAL 6021	069 YELLOW RAL 1002	062 RED RAL 3016	046 BROWN RAL 8025	076 BEIGE BROWN RAL 8024	066 BEIGE RAL 1014
056 EGGSHELL RAL 1015	065 GREY RAL 7038	055 MIDDLE GREY RAL 7037	BLACK			

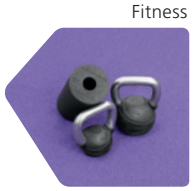
PREMIUM COLORS

060 WHITE RAL 9010	054 DARK BLUE RAL 5010	024 NEW CAPRI BLUE RAL 5019	084 BRIGHT BLUE RAL 5012	134 NEW TURQUOISE BLUE RAL 5018	087 BRIGHT GREEN RAL 6017	047 DARK GREEN RAL 6005
045 DARK GREY RAL 7011	044 LILAC RAL 4005	052 PINK RAL 4003	082 BRIGHT RED RAL 3017	083 BRIGHT ORANGE RAL 2008	089 BRIGHT YELLOW RAL 1012	


Track and field

Playgrounds

Multipurpose


Fitness

Water parks and pools

Tennis courts

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

Outdoor Safety Surfacing
221 Cable Industrial Way Carrollton, GA. 30117
770-214-9322
info@outdoorsa

PLAYGROUNDS & SITE AMENITIES

Certificate of Insurance

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 2/15/2024

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
The Harbin Agency, Inc.
PO Box 1130
215 Greencastle Road
Tyrone GA 30290

CONTACT NAME: Stacey Skeen
PHONE (A/C, No, Ext): 770-461-4315 **FAX (A/C, No):** 770-461-3359
E-MAIL ADDRESS: staceys@harbinagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burlington Insurance Company	23620
INSURER B : Frankenmuth Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LANIPLA-01
Lanier Plans, Inc. dba KORKAT
Efficient Amenities, Inc. & Outdoor Safety Surfacing, LLC
221 Cable Industrial Way
Carrollton GA 30117

COVERAGES **CERTIFICATE NUMBER:** 1267212055 **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 X OCCUR X 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			435BG0252603	4/15/2023	4/15/2024	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6687663	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			435BE0197903	4/15/2023	4/15/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6687662	4/15/2023	4/15/2024	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
B	Leased & Rented Equipment			6687664	4/15/2023	4/15/2024	$100,000 Limit	$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation - 3 A States - GA, AL, FL & TN

Form CG 2010 (07/04) - Additional Insured - Owners, Lessees or Contractors
Form CG 2037 (07/04) - Additional Insured - Owners, Lessees or Contractors - Completed Operations
Form CG 2404 (05/09) - Blanket Waiver of Subrogation
Form IFG G 0094 (03/17) - Primary/Noncontributory
Form WC 0003 (04/84) - Blanket Waiver of Subrogation
Form 97240 (05/10) - Business Auto XL Endorsement
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
Maurice H. Harbin Jr.

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Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

AGENCY CUSTOMER ID: LANIPLA-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY The Harbin Agency, Inc.	NAMED INSURED Lanier Plans, Inc. dba KORKAT Efficient Amenities, Inc. & Outdoor Safety Surfacing, LLC 221 Cable Industrial Way Carrollton GA 30117
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

Form 15084 (05/15) - Primary/Noncontributory
Excess Liability - See Attached Underlying Schedule - Follows Form to Scheduled Underlying Subject to Policy Terms, Conditions and Exclusions

Attachment: Exhibit F - Kor Kat Proposal (4466 : Playground Discussion)

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Invitation to Bid

NUMBER
24-BG-04

HOLLY HILL
FLORIDA

Sunrise Park North Playground - CDBG

Michele Moore, Finance Director

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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: MARCH 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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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:**

TWO HUNDRED FORTY TWO THOUSAND THREE HUNDRED AND FOURTY THREE DOLLARS AND FORTY NINE CENTS

(In Words)

Dollars $ **242,343.49** (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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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. 01 Dated: 03-11-2024 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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

ADDENDUM NUMBER 1
RFP 24-BG-04
Sunrise Park Playground - CDBG
Michele Moore, CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 24-BG-04** for the above request for **SUNRISE PARK PLAYGROUND - CDBG** 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.

QUESTIONS AND ANSWERS

1. Are permit fees to be included in proposal or should they be invoiced separately? Are you looking for Poured in Place to be included under the swings and play structure or play structure only? Is the City looking for shade to cover the entire play structure and swings or only the play structure? Do you want a freestanding shade or integrated? Thank you. Permit fee for the playground will need to be included in the proposal. We would like the poured in place to be under the swings and play structure. The shades no need to cover the entire structure or swings – this will be at the discretion of the design, as will the freestanding vs. integrated shade.
2. Will you accept recycled plastic playground options? Or only stainless steel or galvanized materials? Recycled plastic playground options would be considered.
3. Will the City be removing all of the existing mulch along with the existing play structure? City staff will remove the current playground, border and mulch as possible, however, there is anticipated to be some mulch remaining on site.
4. On this bid is there actually ADDENDUM or just the questions? Questions will be answered on this addendum so that acknowledgement of the addendum can be submitted.
5. Do I need to <ac>knowledge "Questions" as Addendums? No – you will only need to acknowledge addenda.
6. Can you please advise where I can find on BID PACKAGE Trench Safety Affidavit: Section 00 49 00; Certificate as to Corporate Principal: Section 00 62 00? These sections are not in this bid package.

End Addendum # 1

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 11 day of MARCH, 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 City of Holly Hill Name of Organization foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 11 day of March, 2024.

Notary Public

Jennifer Janelle
Notary Public (Print or Type) My commission expires: 3/27/27

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

F. CONTRACTS ON HAND: (SCHEDULE THESE, SHOWING AMOUNT OF EACH CONTRACT AND THE APPROPRIATE ANTECIPATED DATES OF COMPLETION)

CUSTOMER	PROJECT	ADRESS	AMOUNT	ANTECIPATED COMPLETION DATE
Jacksonville Bch Park & Rec	Gonzales Park	Jacksonville, FL	$500,000	4/1
Brevard Co School	Indialantic ES	Indialantic, FL	$19,808	3/20
Brevard Co School	Surfside ES	Satellite Bch, FL	$21,000	3/20
Morningside Academy	Little Friends Pre-School	Port St. Lucie	$200,875	3/12
Leadex	Belafonte Park	Miami, FL	$370,124	3/20
City of Hollywood	Oakridge Park	Hollywood, FL	$304,410	4/1
City of Temple Terrace	Ben Lomond Park	Temple Terrace	$64,937	4/1
Charlotte County Park & Rec	William R Gaines Vet Park	Port Charlotte, FL	$125,746	5/1

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

(Signature) Sonia Perkins Date: 03-11-2024

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 3 day of March, 2024

Notary Public

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

My Commission Expires: 3/27/27

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: TOP LINE RECREATION INC

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: PRESIDENT

ADDRESS: 2922 HOWLAND BLVD - ST 4

CITY AND STATE: DELTONA, FL 32725

TELEPHONE: 386-575-8359

COMPLETION TIME: 03-11-2024

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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): Sonia Perkins

Date: 03-11-2024

END OF SECTION

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 ▶ **03-11-2024**

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

Contract Price of $ 242,343.49 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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 20 23 to JUNE 1, 2024.

WITNESS:

CONTRACTOR: TOP LINE RECREATION INC

By Sonia Perkins

Title SONIA M PERKINS - PRESIDENT

Sworn to and subscribed before me this 11 day of March, 2024

Jennifer Janelle

Notary Public

Jennifer Janelle

Notary Public (Print or Type)

My Commission Expires: 3/27/27

JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

END OF SECTION

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

ACORD®

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 $ $0.00							$
	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	1,000,000
							Aggregate	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 Dh

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Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2024

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 Marsh McLennan Agency, LLC - Bouchard Region 101 North Starcrest Drive Clearwater, FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (727) 447-6481 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. 100 South Missouri Avenue Clearwater, FL 33756	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : American Zurich Insurance Company / 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 23FL0801030846 **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 ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 47-58-512-12	06/01/2023	06/01/2024	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:	06/01/2023	06/01/2024	**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

Jodi George

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Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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: 03/05/2024 Policy No: WC 47-58-512-12 Endorsement No:

Insured: FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. Premium: $

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative

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Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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: 03/05/2024 Policy No:. WC 47-58-512-12 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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 11 day of MARCH, 2024.

By _____
Contractor

State of FL

County of Volusia

Sworn to and subscribed before me this 11 day of March, 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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

"SCHEDULE of UNIT PRICES: Section 003100"

QUOTE

QUOTE #	TLRQ5512
PROJECT NAME	Sunrise Park N

Top Line RECREATION

Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

Bill to:
Michele or Steven
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
386-248-9426
sjuengst@hollyhillfl.org

Ship to:
Steven Juengst
City of Holly Hill
BID No. 24-BG-04
Sunrise Park North
1135 Riverside Drive
Holly Hill, FL 32117

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Debbie Lloyd	Net 30	Mar 8, 2024	Apr 30, 2024

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		City of Holly Hill Bid No. 24-BG-04		
1	134-181108-1	Burke Sunrise Park North • Project Number: 134-181108-1 • User Capacity: 129 • Age Groups: 5 to 12 • Dimensions: 55' 2"x65' 5" *Spread Footers maybe required due to the water level and being on the Intercoastal	$116,381.00	$116,381.00
1	SPECPRICE	Burke Special Pricing Discount	-$32,556.00	-$32,556.00
1	COASTAL	Burke Coastal Package	$3,103.49	$3,103.49
1	350-1830	Custom Giant Burke Chair	$4,500.00	$4,500.00
1	ENG1DM	FL Engineer Sealed Drawings & Calculations	$1,156.25	$1,156.25
1	FREIGHT	Truckload Charges to Holly Hill 32117	$6,937.50	$6,937.50
1	INSTALL	Installation of (1) playground structure with integrated shade structures. • Includes concrete footers as needed. • Includes dumpsters.	$34,251.25	$34,251.25
1	CURB	261 LF concrete ribbon curb 6" wide x 8" depth around playground area.	$6,542.50	$6,542.50
1	PIP	4,240 SF Poured-in-Place Safety Surface Work to include. 1. Install a 4" thick compacted recycled concrete stone base 2. Install new Rubber PIP safety surface. Thickness: 2, 2 ½, and 3 ½ inches for 4, 6, and 8' CFH Color: Color/Black 50/50	$78,175.00	$78,175.00
1	STONE	4,240 SF Stone Base	$22,790.00	$22,790.00
1	PERMIT	Volusia County - City of Holly Hill Permit Submittal Service (This does not include the Actual Cost of the permit) *Actual jurisdictional receipts will be billed at cost.	$1,062.50	$1,062.50

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		NOTE: Scope of Work to include orange safety fencing around perimeter of playground area including swings. Storage required on site as area is open public. Customer responsible for removal of existing playground equipment and mulch. Note current swing set to remain in place.		

SUBTOTAL	$242,343.49
TAX RATE	
SALES TAX	$0.00
TOTAL	$242,343.49

Please contact me if I can be of further assistance.
DEBBIE LLOYD 407-579-1410

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

SUNRISE PARK
NORTH

SUNRISE PARK NORTH

PROPOSAL #:134-18

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

L #:134-181108-1

SUNRISE PARK NORTH

Line
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ke
VES YOU.
00.266.1230

SUNRISE PARK NORTH

PROPOSAL #: 134-

Packet Pg. 133

3.1.b

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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Sunrise Park North

1135 Riverside Dr | Holly Hill, FL 32117

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

Top Line Recreation, Inc.

2922 Howland Blvd | Deltona, FL 32725 | 800-921-4509

Proposal 134-181108-1 | 3/4/2024

Top Line RECREATION

Burke
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Sunrise Park North

1135 Riverside Dr | Holly Hill, FL 32117

March 04, 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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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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: 134-181108-1
- User Capacity: 129
- Age Groups: 5 to 12
- Dimensions: 55' 2"x65' 5"
- Designer Name: Parker Schmitz

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 # 134-181108-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the 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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

Top Line RECREATION

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
28	16 / 8	6 / 0	2 / 0	12 / 5	7 / 3

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3682.2 sq.ft.
Perimeter: 243.8 ft.
STRUCTURE SIZE: 29'9"x55' 3"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

SERIES Nucleus | Intensity | Burke Basics

SITE PLAN VIEW

GROUP:
Structure|Freestanding

DESIGNED FOR AGES:
5 to 12

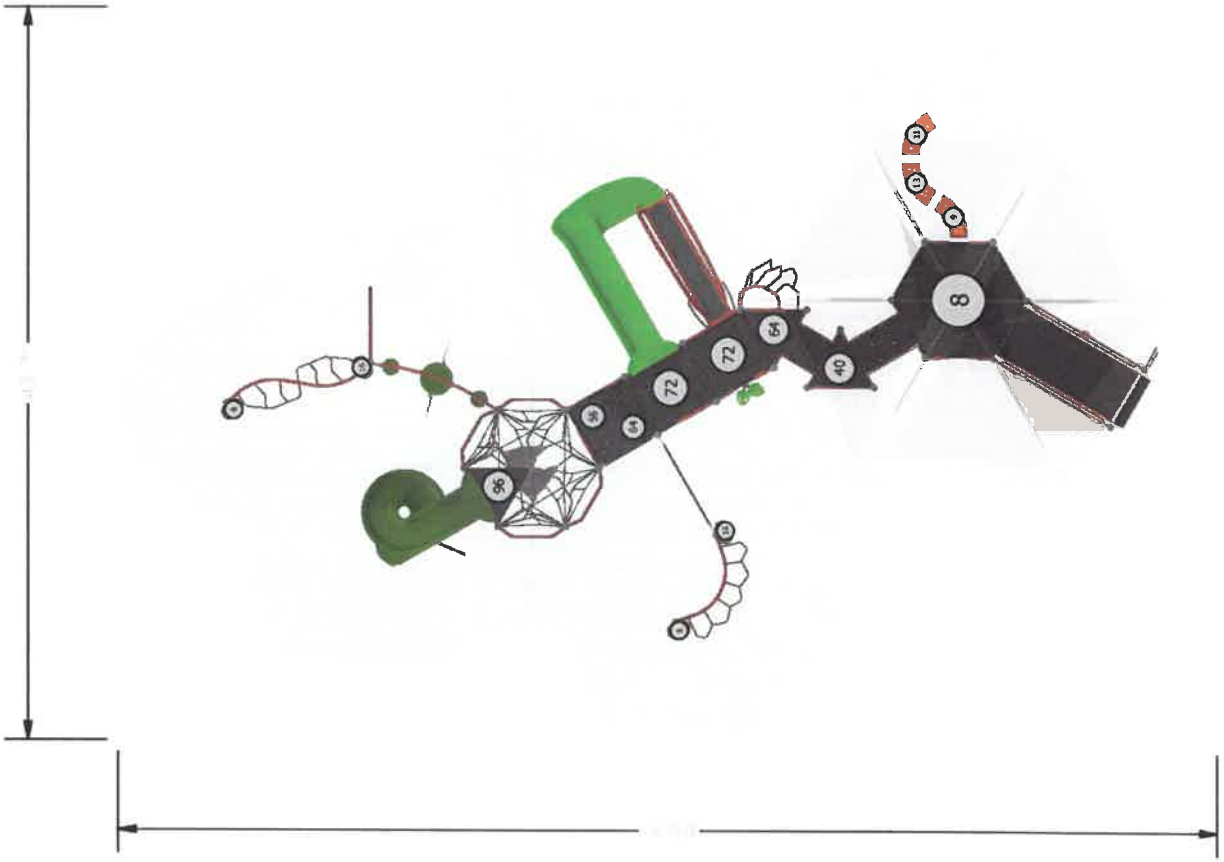
Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU.

03/04/2024

Top Line Recreation, Inc.
134-181108-1

Designer: Parker Schmitz



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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TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE	RAMP ACCESSIBLE	GROUND EVENTS	TYPES OF GROUND EVENTS
28	16 / 8	6 / 0	2 / 0	12 / 5	7 / 3

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3682.2 sq.ft.
Perimeter: 243.8 ft.
STRUCTURE SIZE: 69'x55' 3"
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 | Burke Basics

SITE PLAN VIEW

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

03/04/2024

Top Line Recreation, Inc.
134-181108-1

Designer: Parker Schmitz

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
28	16 / 8	6 / 0	2 / 0	12 / 5	7 / 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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Perimeter: 243.8 ft.
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POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics

SITE PLAN VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

03/04/2024

Top Line Recreation, Inc.
134-181108-1

Designer: Parker Schmitz

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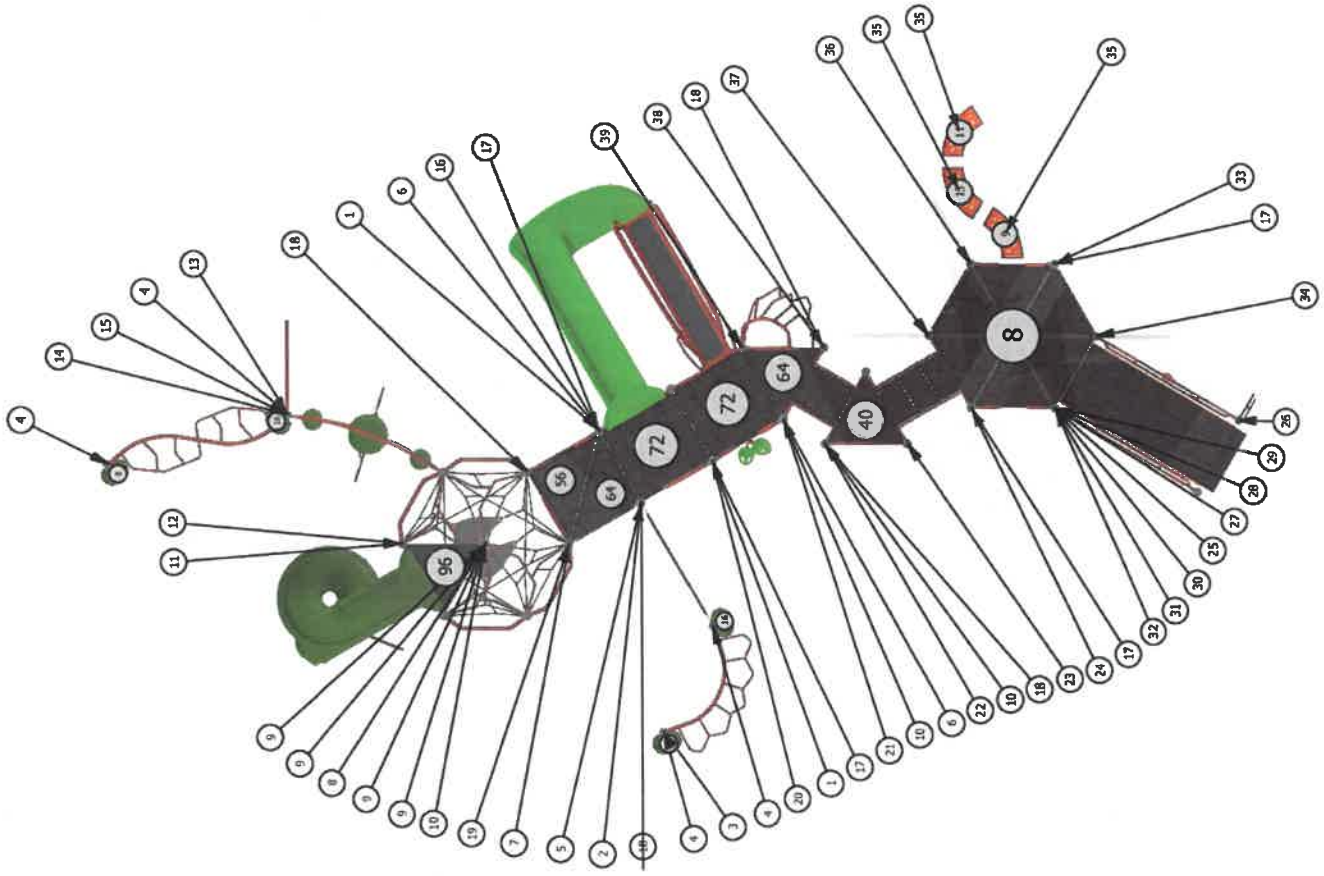
Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

ITEM	COMP.	DESCRIPTION
1	270-0130	SQUARE PLATFORM
2	370-1651	TRIANGO CLIMBER, POST TO POST
3	370-1678	90 DEG HORIZONTAL LADDER, NUCLEUS
4	370-1608	OVISTEP LAUNCH PAD
5	270-0301	SPLIT SQUARE PLATFORMCLOSURE PLATE
6	270-0009	8" CLOSURE PLATE, ELLIPSE
7	370-1705	NUCLEUS CORE CLIMBER, 8'
8	470-0961	16' SHADEPLAY SINGLE POST HYPAR
9	370-1703	NUCLEUS CORE CROSS SUPPORT
10	270-0129	TRIANGLE PLATFORM
11	470-0831	VIPER SPIRAL 96 W/O HOOD
12	470-0805	SLIDE HOOD, HIGH SIDE WALL
13	370-1718	TAKTIKS BOW CLIMBER
14	370-0288	ARRAY CLIMBER
15	370-1683	S HORIZONTAL LADDER, NUCLEUS
16	370-0863	TREE BRANCH CLIMBER 56"
17	270-0120	EVOLUTION UNITARY ENCLOSURE
18	270-0122	EVOLUTION OFFSET ENCLOSURE
19	570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM
20	370-0091	LEAF CLIMBER 64" - 72"
21	370-0039	EVOLUTION 24" TRANSITION STAIR W/ BARRIERS
22	370-1664	SHASTA CLIMBER, 40"-48"
23	370-0040	EVOLUTION 32" TRANSITION STAIR W/ BARRIERS
24	270-0131	HEXAGONAL PLATFORM SSP
25	270-0125	SENSORY RAIL 8" RISE ENTRANCE RAMP
26	570-2705	SPINNER CRESCENT PANEL
27	570-0126	GRASS SENSORY EVENT, TOP
28	570-0105	SENSORY RAIL MIDDLE PANEL
29	570-0109	CHROMA SENSORY EVENT, LOWER
30	570-0104	SENSORY RAIL TOP PANEL
31	570-0112	MIRROR SENSORY EVENT, MIDDLE
32	570-0106	SENSORY RAIL LOWER PANEL
33	570-2669	MAZE ACCESSIBLE REACH PANEL
34	570-0622	PLATFORM ROLL GUARD
35	580-1312	NOVO ARC BENCH
36	570-2712	HIDE THE NUMBERS 2-SIDED PLAYPANEL
37	470-0678	ARA HEX SHADE CANOPY
38	370-1721	ION CLIMBER 64"-80"
39	470-0966	360 LOOP



SERIES Nucleus | Intensity | Burke Basics

COMPONENT VIEW

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

Burke
PLAY THAT MOVES YOU

03/04/2024

Top Line Recreation, Inc.
134-181108-1
Designer: Parker Schmitz

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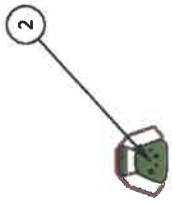
Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

ITEM	COMP.	DESCRIPTION
1	560-2586	COMET I
2	560-2735	ARO SPINNING CHAIR



Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

SERIES Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

Sunrise Park North
Holly Hill, FL 32117

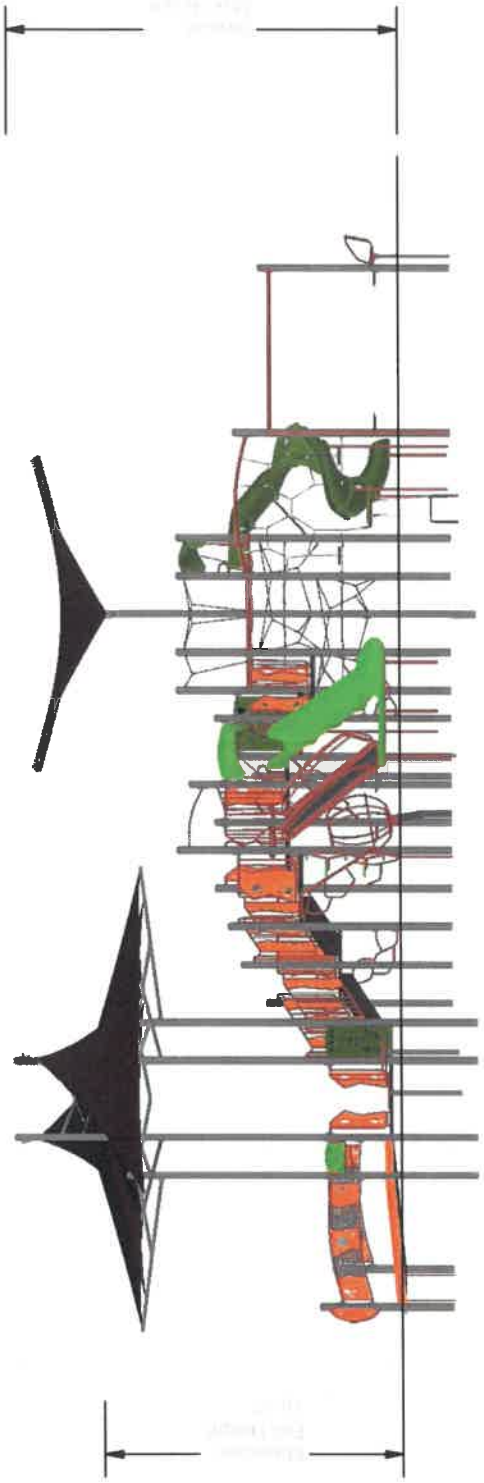
Burke
PLAY THAT MOVES YOU

03/04/2024

Top Line Recreation, Inc.
134-181108-1

Designer: Parker Schmitz

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES Nucleus | Intensity | Burke Basics		ELEVATION VIEW
GROUP: Structure|Freestanding	**Sunrise Park North** Holly Hill, FL 32117	03/04/2024
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU.	**Top Line Recreation, Inc.** **134-181108-1** Designer: Parker Schmitz

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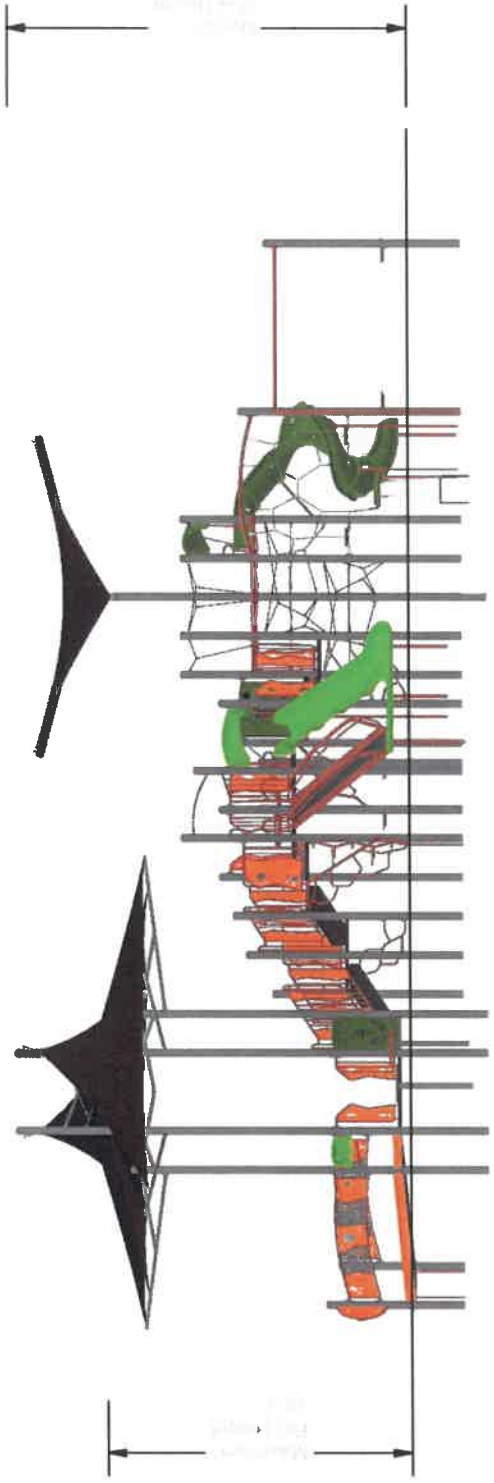
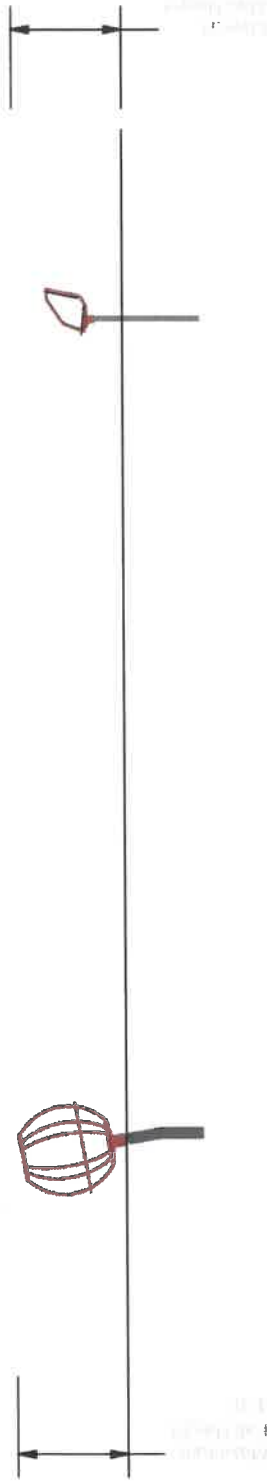
Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)



SERIES Nucleus | Intensity | Burke Basics		ELEVATION VIEW
GROUP: Structure	**Sunrise Park North**	03/04/2024
DESIGNED FOR AGES: 5 to 12	Holly Hill, FL 32117	**Top Line Recreation, Inc.**
	Burke PLAY THAT MOVES YOU	**134-181108-1**
		Designer: Parker Schmitz

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)



SERIES Burke Basics		ELEVATION VIEW
GROUP: Freestanding	**Sunrise Park North**	03/04/2024
DESIGNED FOR AGES: 5 to 12	Holly Hill, FL 32117	**Top Line Recreation, Inc.**
	Burke PLAY THAT MOVES YOU	**134-181108-1**
		Designer: Parker Schmitz

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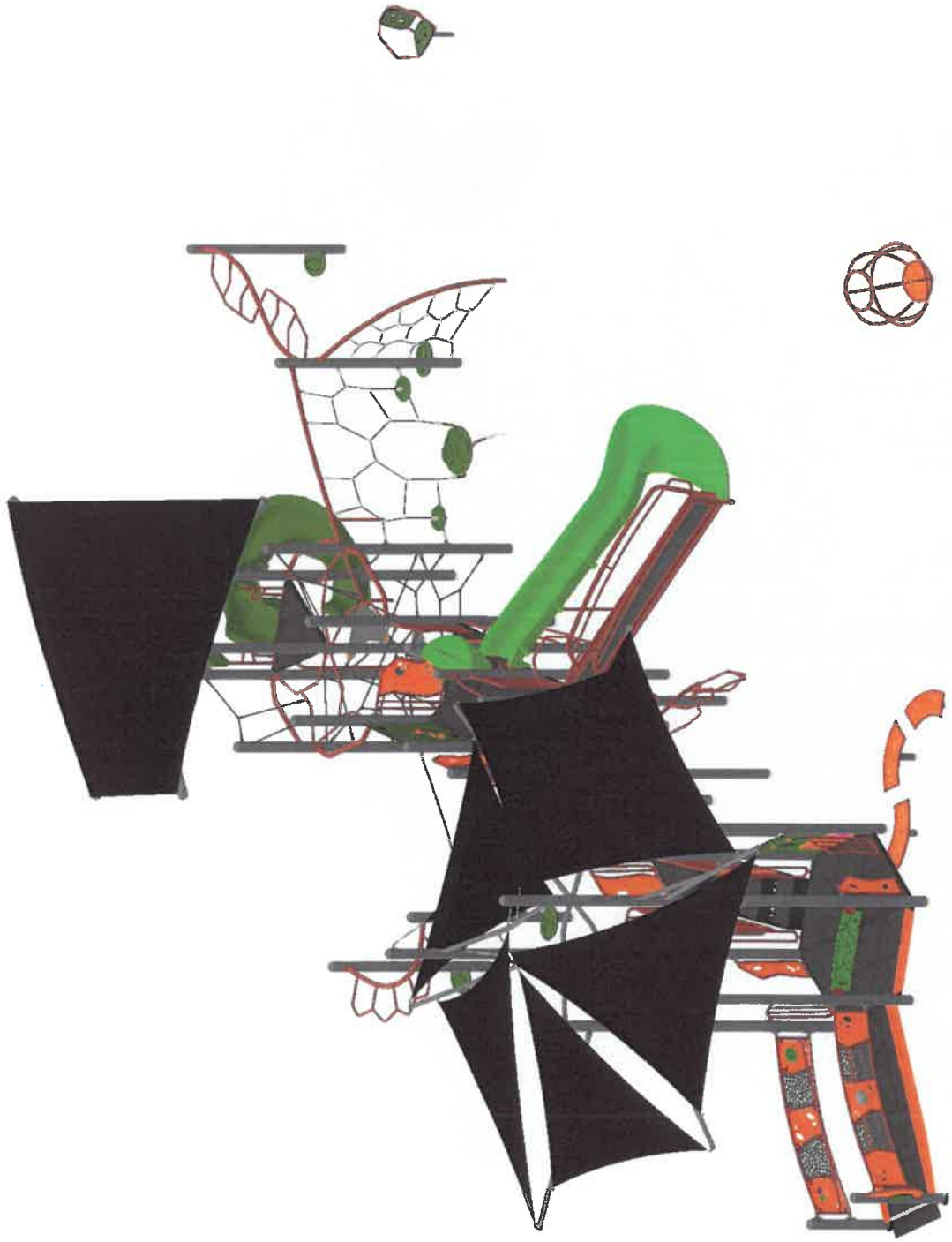

SERIES	Nucleus | Intensity | Burke Basics	ISOMETRIC VIEW
GROUP: Structure|Freestanding	**Sunrise Park North** Holly Hill, FL 32117	03/04/2024
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**Top Line Recreation, Inc.** **134-181108-1** Designer: Parker Schmitz

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

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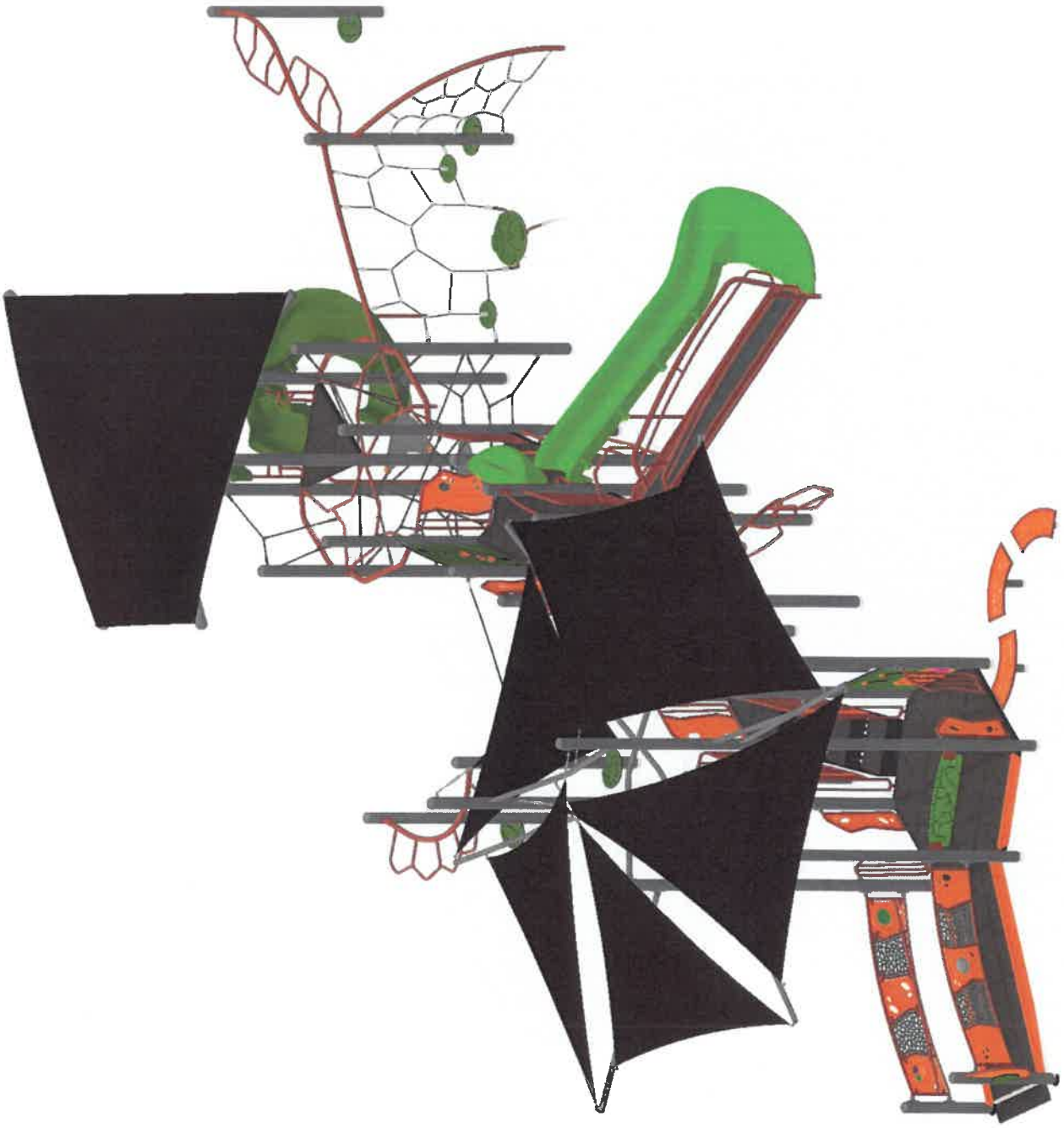

SERIES	Nucleus | Intensity | Burke Basics	ISOMETRIC VIEW
GROUP: Structure	**Sunrise Park North**	03/04/2024
DESIGNED FOR AGES: 5 to 12	Holly Hill, FL 32117	**Top Line Recreation, Inc.**
	Burke PLAY THAT MOVES YOU	**134-181108-1**
		Designer: Parker Schmitz

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

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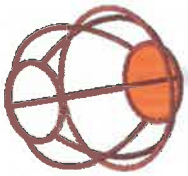

SERIES Burke Basics		ISOMETRIC VIEW
GROUP: Freestanding	**Sunrise Park North**	03/04/2024
DESIGNED FOR AGES: 5 to 12	Holly Hill, FL 32117	**Top Line Recreation, Inc.** **134-181108-1**
	Burke PLAY THAT MOVES YOU	Designer: Parker Schmitz

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

Burke
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Sunrise Park North

Proposal 134-181108-1 | 3/4/2024 | 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						
072-0500-116C	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	2	0	0	65	130
072-0500-132C	5" OD X 132" CAPPED POST	2	0	0	69	138
072-0500-136C	5" OD X 136" CAPPED POST	1	0	0	71	71
072-0500-140C	5" OD X 140" CAPPED POST	2	0	0	74	148
072-0500-148C	5" OD X 148" CAPPED POST	3	0	0	78	234
072-0500-164C	5" OD X 164" CAPPED POST	1	0	0	86	86
072-0500-172C	5" OD X 172" CAPPED POST	7	0	0	90	630
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
072-0502-192S	5" OD X 192" SWAGED POST	6	0	0	101	606
072-0507-220S	5" OD X 7GA X 220" SWAGED POST	1	0	0	170	170
270-0009	8" CLOSURE PLATE, ELLIPSE	2	0	0	8	16
270-0120	EVOLUTION UNITARY ENCLOSURE	4	0	0	34	136
270-0122	EVOLUTION OFFSET ENCLOSURE	4	0	0	34	136
270-0125	SENSORY RAIL 8" RISE ENTRANCE...	1	0	0	440	440
270-0129	TRIANGLE PLATFORM	3	2	6	48	144
270-0130	SQUARE PLATFORM	2	6	12	106	212
270-0131	HEXAGONAL PLATFORM S5P	1	12	12	287	287
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	1	4	4	108	108
370-0039	EVOLUTION 24" TRANSITION STAI...	1	4	4	181	181
370-0040	EVOLUTION 32" TRANSITION STAI...	1	6	6	239	239
370-0091	LEAF CLIMBER 64" - 72"	1	6	6	58	58
370-0288	ARRAY CLIMBER	1	3	3	49	49
370-0863	TREE BRANCH CLIMBER 56"	1	2	2	25	25
370-1651	TRANGO CLIMBER, POST TO POST	1	5	5	32	32
370-1664	SHASTA CLIMBER, 40"-48"	1	2	2	20	20
370-1703	NUCLEUS CORE CROSS SUPPORT	4	0	0	32	128
370-1705	NUCLEUS CORE CLIMBER, 8'	1	12	12	161	161
370-1721	ION CLIMBER 64"-80"	1	2	2	50	50
470-0678	ARA HEX SHADE CANOPY	1	0	0	575.864	575.864
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	0	0	32	32
470-0831	VIPER SPIRAL 96 W/O HOOD	1	4	4	270	270
470-0961	16' SHADEPLAY SINGLE POST HYPAR	1	0	0	403	403
470-0966	360 LOOP	1	6	6	553	553
570-0104	SENSORY RAIL TOP PANEL	1	0	0	7	7
570-0105	SENSORY RAIL MIDDLE PANEL	1	0	0	7	7
570-0106	SENSORY RAIL LOWER PANEL	1	0	0	8	8
570-0109	CHROMA SENSORY EVENT, LOWER	1	0	0	13	13

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

570-0112	MIRROR SENSORY EVENT, MIDDLE	1	0	0	13	13
570-0126	GRASS SENSORY EVENT, TOP	1	0	0	16	16
570-0622	PLATFORM ROLL GUARD	1	0	0	8	8
570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM	1	2	2	45	45
570-2669	MAZE ACCESSIBLE REACH PANEL	1	2	2	16	16
570-2705	SPINNER CRESCENT PANEL	1	1	1	17	17
570-2712	HIDE THE NUMBERS 2-SIDED PLAY...	1	2	2	70	70
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
670-0426	5" OD X 7 GA POST EXTENSION	1	0	0	14	14

Structure

Intensity

370-1608	OVISTEP LAUNCH PAD	4	1	4	10	40
370-1678	90 DEG HORIZONTAL LADDER, NUC...	1	6	6	46	46
370-1683	S HORIZONTAL LADDER, NUCLEUS	1	6	6	56	56
370-1718	TAKTIKS BOW CLIMBER	1	7	7	103	103

Structure

Burke Basics

580-1312	NOVO ARC BENCH	3	2	6	43	129

Total User Capacity: 122
Total Weight: 7300 lbs.
Total Price: $112,602

Freestanding

Burke Basics

560-2586	COMET I	1	6	6	154	154
560-2735	ARO SPINNING CHAIR	1	1	1	42	42
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Total User Capacity: 7
Total Weight: 198 lbs.
Total Price: $3,779

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.266.1250

Sunrise Park North

Proposal 134-181108-1 | 3/4/2024 | 2024 Pricing

COLOR SELECTION LIST | Default Color Option

GROUP 1 (Structure)

Deck:	Brown
Post:	Charcoal | Lime
Acc:	Redwood
Panel:	Olive-Black-Olive | Lime-Black-Lime
Flat:	Orange
Canopy:	Mahogany
Plastic:	Olive | Lime

GROUP 2 (Freestanding)

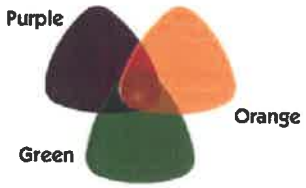
Flat:	Orange
Acc:	Redwood
Panel:	Olive-Black-Olive
Post:	Charcoal

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

COLORS THAT MOVE YOU

POWDER COAT PAINT

SOLIS HUE TOPPERS

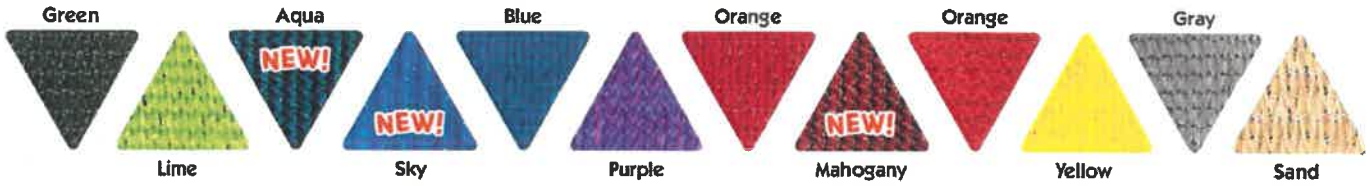


ROCKIT CLIMBERS

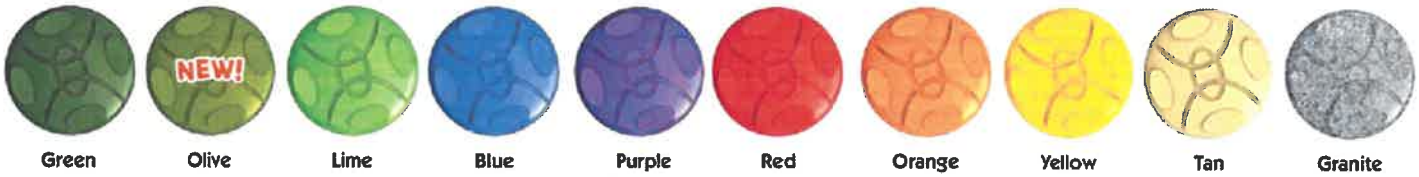
PLATFORMS

HDPE PLASTIC PANELS

SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BCIBURKE.COM Burke 800.266.1250

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

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 Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) 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®, Voltage®, Little Buddies®, ELEVATE®).
- 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.
- 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 Intensity® and RopeVenture® cables and LEVEL X® flex bridge 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. **01/2021**

Attachment: Exhibit G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 ▶ Jonin Jerkins 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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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		FL04221
Issued Date		**Certificate Number**
10/01/2024	**Ying McGuire** **NMSDC CEO and President**	**Beatrice Louissaint, President & CEO**
Expiration Date		

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.®

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

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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

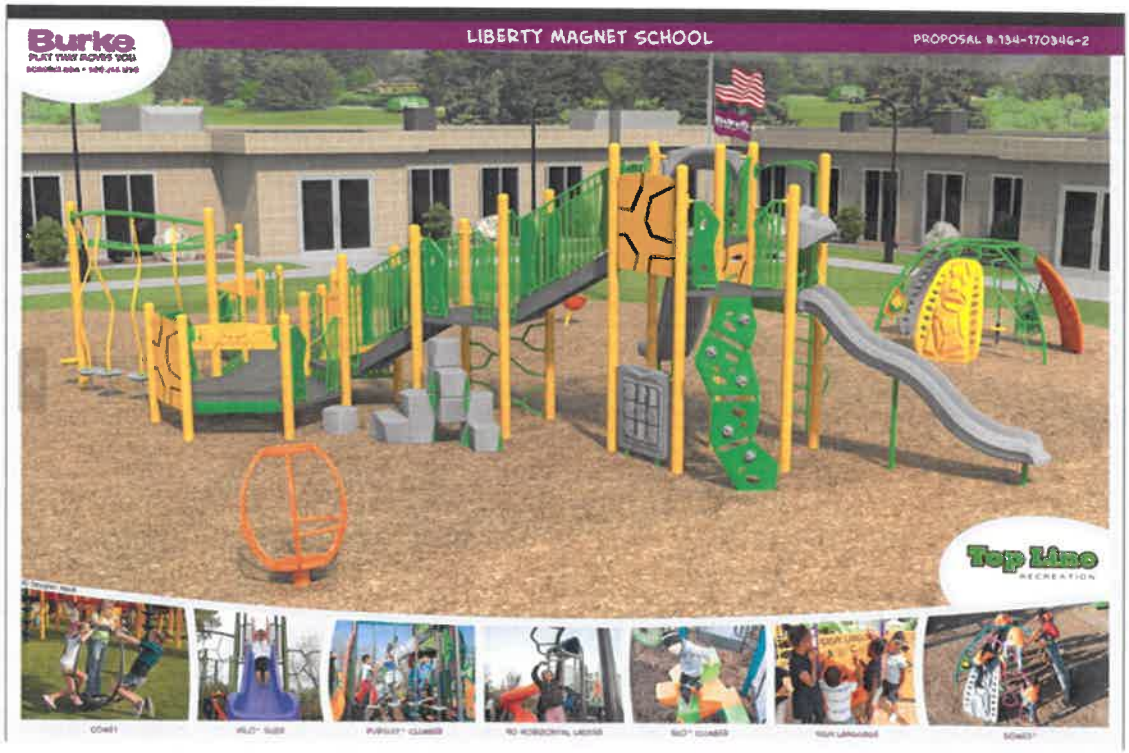
VALUE: $ 116,523.21

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

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 G - Top Line Recreation Proposal (4466 : Playground Discussion)

Holly Hill

Sunrise Park Bid #24-BG-04

Playground Equipment & Installation

playworx

(866) 502-5013

Playworx.com

Jimmy Gandy

386-290-4043

little tikes COMMERCIAL

Playgrounds Fun & Easy!™

8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

playworx
(866) 502-5013
Playworx.com

Table of Contents

- **Tab 1 - Design and Quote**
- **Tab 2 - Warranties**
- **Tab 3 - Required Forms**

little tikes COMMERCIAL
Playgrounds Fun & Easy!™

8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

playworx

(866) 502-5013

Playworx.com

Design and Quote

little tikes COMMERCIAL

Playgrounds Fun & Easy!™

8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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.

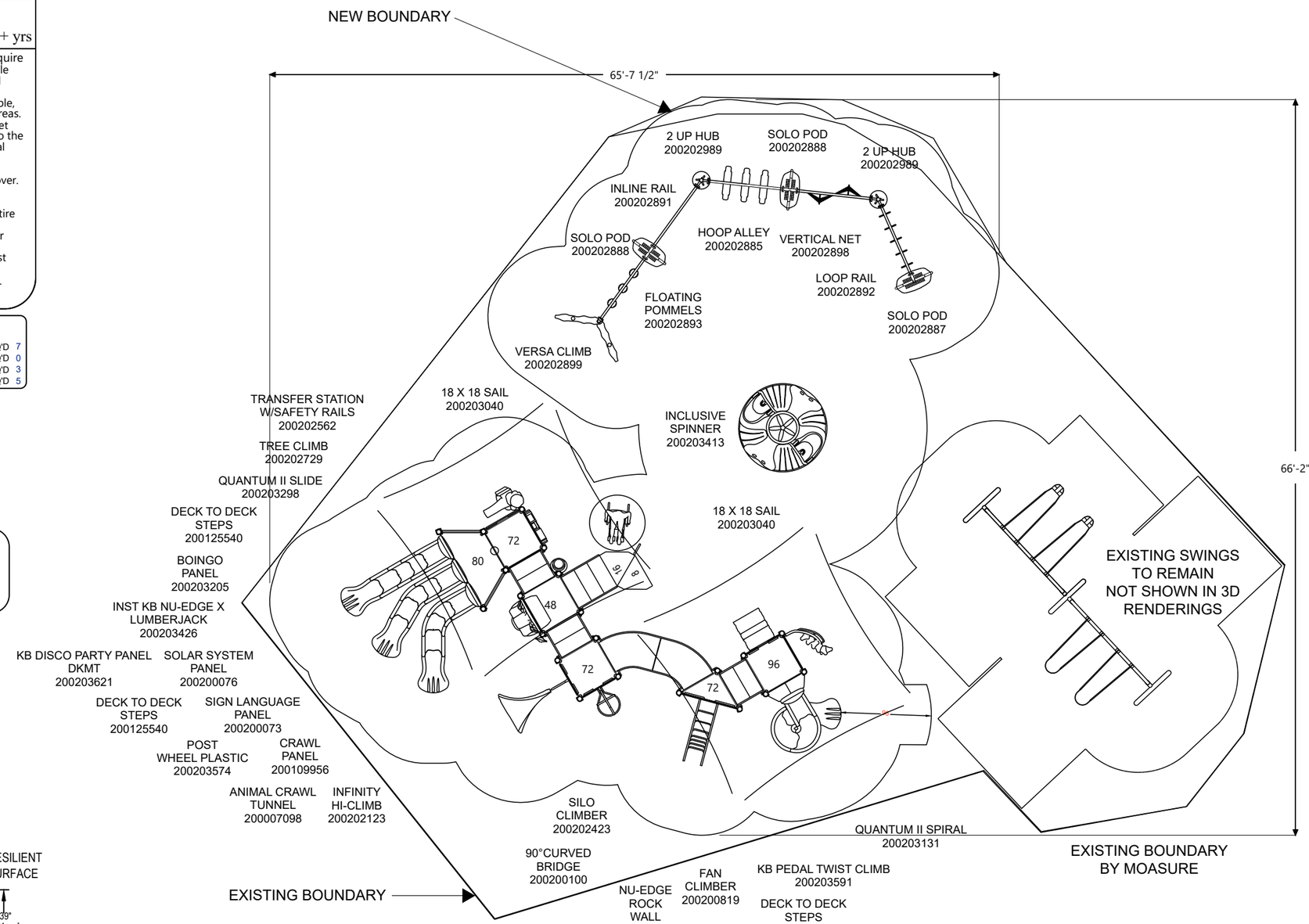
AGE GROUP:	5-12		
ELEVATED PLAY ACTIVITIES - TOTAL:	14		
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	14	REQ'D	7
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	10	REQ'D	3
GROUND LEVEL QUANTITY:	11	REQ'D	5

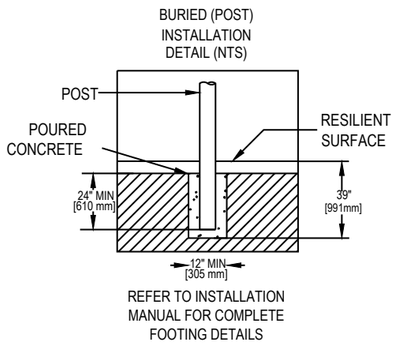
Child Capacity: 87

INSIDE NEW BOUNDARY

AREA: 4371 ft²
PERIMETER: 260 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 NRG
Holly Hill, FL

LTCPS rep:
Jimmy Gandy
Playworx Playsets, LLC
(866) 502-5013

Ground Space: 54'-0" x 55'-0"
Protective Area: 66'-0" x 66'-6"

Drawn by: Rich McCarver
Date: 3/07/2024
DWG Name: R0321_45341467638

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

playworx
(866) 502-5013
Playworx.com
little tikes COMMERCIAL
Playgrounds Fun & Easy!

Playworx Playsets, LLC
8014 Cumming Hwy
Suite 403 #313
Canton GA 30115
Jimmy Gandy
404-427-5270
dave@playworx.com

Sunrise Park North
NRG
Holly Hill, FL

03/07/2024

PlayPowe
Inspiring the world to play.

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NRG
Holly Hill, FL

03/07/2024

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PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: R0321247032

Project: R0321_45341467638_06

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:

Steven Juengst
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
(386) 248-9420 (phone)
sjuengst@hollyhillfl.org

Quote Number: R0321247032
Quote Date: 3/11/2024
Valid For: 30 Days From Quote Date

KB23-73454

Product line: KidBuilders
Age group: 5-12

Global defaults

CLIMBER COLOR	BEIGE
Entry Sld Clr F/Slide A	BEIGE
Entry Sld Clr F/Slide B	FOREST GREEN
Entry Sld Clr F/Slide C	BEIGE
Entry Slide Color	BEIGE
Exit Sld Clr F/Slide A	BEIGE
Exit Sld Clr F/Slide B	FOREST GREEN
Exit Sld Clr F/Slide C	BEIGE
Exit Slide Color	BEIGE
High Bank Right 1 Color	FOREST GREEN
High Bank Right 2 Color	BEIGE
Infinity 1 Plastic Clr	BEIGE
KB Accent Color	BEIGE
KB CLAMP	BEIGE
KB Pnl/Crwl Tunnel Clr	FOREST GREEN
KB Vinyl color	Brown
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	BROWN
Laminated Half Panel	Green Tan Green
Laminated Panel	FOREST GREEN-SAND-FOREST GREEN
NFS Ground Cover	Buried

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

Nfs Hoopla Plastic Color 1	BEIGE
Nfs Hoopla Plastic Color 2	FOREST GREEN
NFS Post Color	BROWN
NRG Plastic Clr	GRAYSTONE
Plastic Steering Wheel	BEIGE
PlayShade Low Std Fabric	Rain Forest Std Fabric
PlayShade Upper Std Fabric	Desert Sand Std Fabric
Quan II Hood Clr (Slide A)	TROPICAL YELLOW
Quan II Hood Clr (Slide B)	PLUM
Quan II Hood Clr (Slide C)	TROPICAL YELLOW
Quantum II Nar Hood Color	FOREST GREEN
Rail Accent Color	BEIGE
Rev Spin Body	BEIGE
Rev Spin Handle	FOREST GREEN
Section 1 Sld Clr F/Slide A	FOREST GREEN
Section 1 Sld Clr F/Slide B	BEIGE
Section 1 Sld Clr F/Slide C	FOREST GREEN
Section 1 Sld Dir F/Slide A	Straight Slide Section
Section 1 Sld Dir F/Slide B	Straight Slide Section
Section 1 Sld Dir F/Slide C	Left Turn Slide Section
Section 2 Sld Clr F/Slide A	BEIGE
Section 2 Sld Clr F/Slide B	FOREST GREEN
Section 2 Sld Clr F/Slide C	BEIGE
Section 2 Sld Dir F/Slide A	Straight Slide Section
Section 2 Sld Dir F/Slide B	Left Turn Slide Section
Section 2 Sld Dir F/Slide C	Left Turn Slide Section
Section 3 Sld Clr F/Slide A	FOREST GREEN
Section 3 Sld Clr F/Slide B	BEIGE
Section 3 Sld Clr F/Slide C	FOREST GREEN
Section 3 Slide Color	FOREST GREEN
VersaClimb Mounting	Buried
VersaClimb Plastic Clr	GRAYSTONE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200007098	PANEL ANIMAL CRAWL-THRU PAT.# D-381,05 KB Pnl/Crwl Tunnel Clr: BEIGE	1	93.00	49.07	1,480.00	1,480
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0
200013812	KB 148" POST PLUS GLV. W/ALUM.CAP	4	81.00	2.24	532.00	2,128
200015483	KB 164" POST PLUS GLV. W/ALUM.CAP	9	89.00	3.60	589.00	5,301
200109956	KBP CRAWL PANEL PTMT	1	51.00	8.07	1,027.00	1,027
200125540	STEPS DECK/DECK 610 MM W/SFTY RAILS F/K	3	200.00	34.00	1,908.00	5,724
200200073	KB PANEL ARCH "SIGN LANGUAGE" DKMT	1	42.00	2.25	1,201.00	1,201
200200076	KB PANEL ARCH "SOLARSYSTEM" DKMT	1	42.00	2.25	1,201.00	1,201
200200100	BRIDGE 90DEG. KB 8' W/SAFETY RAILS	1	980.00	79.39	4,586.00	4,586
200200187	KB DK/DK PLATE 8"/205MM (FACES)	1	15.00	0.40	234.00	234
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00	0.00	0
200200819	KB CLMBR FAN 1830MM F/LG DK EDGE	1	157.00	56.00	2,163.00	2,163
200202123	KB INFNTY HI-CLMB 72"(1830 MM) Infinity 1 Plastic Clr: GRAYSTONE	1	235.00	132.00	3,234.00	3,234
200202423	KB SILO CLIMBER 1830(72")	1	185.00	78.00	2,229.00	2,229
200202483	KB DECK SQUARE LARGE HOLE 11GA	4	116.00	9.86	1,331.00	5,324
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA	1	66.00	7.55	818.00	818
200202562	KB TRANS STAT 1220 SFTY RL 11GA	1	378.00	30.58	4,164.00	4,164
200202729	NU-EDGE TREE 72" W/KB TREEHOUSE PANEL	1	250.00	120.00	7,869.00	7,869
200202820	NU-EDGE ROCK CHALLENGE WALL 96"	1	170.00	12.00	4,865.00	4,865
200202885	NRG FREESTYLE HOOPLA ALLEY	1	150.00	42.00	3,161.00	3,161
200202887	NRG FREESTYLE SOLO POD	1	55.00	40.00	1,262.00	1,262
200202888	NRG FREESTYLE DOUBLE SOLO POD	2	55.00	40.00	1,431.00	2,862
200202891	NRG FREESTYLE INLINE RAIL	1	25.00	1.00	541.00	541
200202892	NRG FREESTYLE LOOP RAIL	1	25.00	3.30	662.00	662

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

200202893	NRG FREESTYLE FLOATING POMMEL	1	62.00	6.00	2,160.00	2,160.00
200202898	NRG FREESTYLE VERT NET	1	110.00	6.00	3,022.00	3,022
200202899	NRG FREESTYLE VERSA-CLIMB	1	320.00	60.00	3,287.00	3,287
200202989	NRG FREESTYLE 2 UP HUB	2	70.00	18.00	1,611.00	3,222
200203040	KB SHADE 18X18 SAIL STD FAB	2	570.00	20.00	9,433.00	18,866
200203097	KB 225 POST 5" F/SHADE	4	126.00	1.30	818.00	3,272
200203098	KB 237 POST 5" F/SHADE	4	132.00	1.40	851.00	3,404
200203131	KB QUANTUM II SLIDE 8' SPIRAL RIGHT	1	210.00	162.00	6,404.00	6,404
200203154	KB HALF HEX F/LONG EDGE EVENTS(LG HOLES)	1	165.00	14.60	2,256.00	2,256
200203205	KB BOINGO	1	15.00	2.00	392.00	392
200203298	KB 80" TRIPLE ENTRY QUANTUM II SLIDE Quan II Hood Clr (Slide A): FOREST GREEN Quan II Hood Clr (Slide B): BEIGE Quan II Hood Clr (Slide C): FOREST GREEN	1	508.00	212.80	11,549.00	11,549
200203413	REVOLUTION INCLUSIVE SPINNER	1	1,000.00	400.00	6,315.00	6,315
200203426	NUEDGE-X LUMBERJACK CLIMB 72" F/KB	1	425.00	30.00	4,800.00	4,800
200203574	ASSY POST MT.PLAS.STEER.WHL.	1	3.00	1.30	309.00	309
200203591	KB PEDAL TWIST CLIMB	1	100.00	30.00	2,936.00	2,936
200203621	KB DISCO PARTY PANEL DKMT	1	90.00	4.50	3,622.00	3,622
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	4	1.00	0.00	7.40	29
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	260	0.00	0.00	20.00	5,200
Drainage	Drainage	1	0.00	0.00	4,000.00	4,000
EPDM	Poured In Place (PIP) Rubber Surface	4371	0.00	0.00	21.00	91,791
Grading	Site Prep and Grading	1	0.00	0.00	2,500.00	2,500
PRMT	Permit	1	0.00	0.00	1,800.00	1,800
SSD	Signed and Sealed Drawings	2	0.00	0.00	850.00	1,700

Totals:

Equipment Weight: 12,481.00 lbs
Equipment Volume: 1,953.02 ft^3

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

Equipment List:	$137,999.00
Discount Amount:	-$53,819.61
Products Subtotal:	$84,179.39
Products by Other:	$106,991.00
Installation:	$54,000.00
Freight:	$4,800.00 Code: Needed
Estimated Sales Tax*:	$0.00
Grand Total:	**$249,970.39**

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.

Submitted By	Printed Name and Title	Date

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 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.

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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

PPLT Farmington, Inc is a PlayPower, Inc. Company. Copyright ©2019 by PlayPower, Inc. All rights reserved

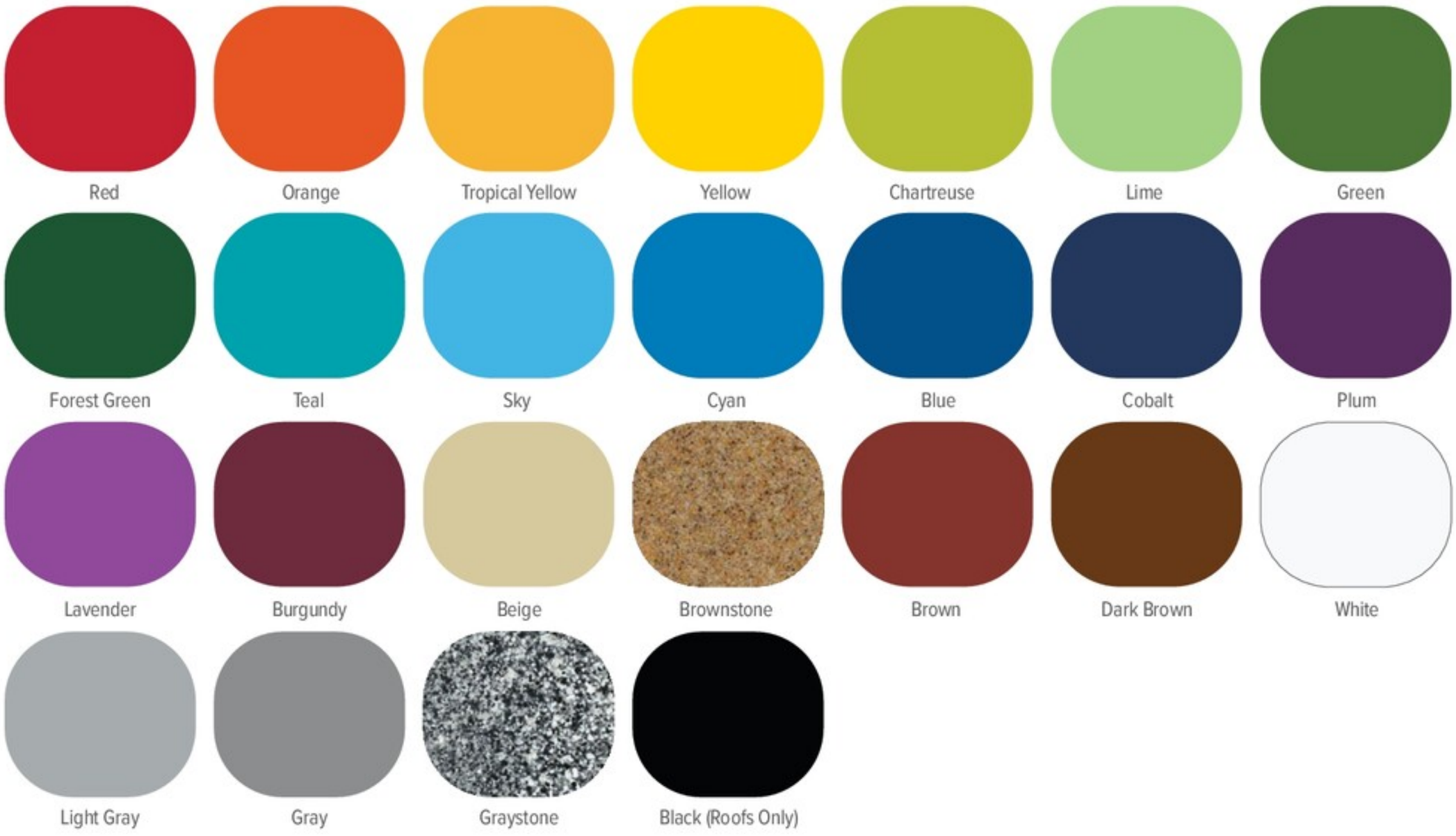
Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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.

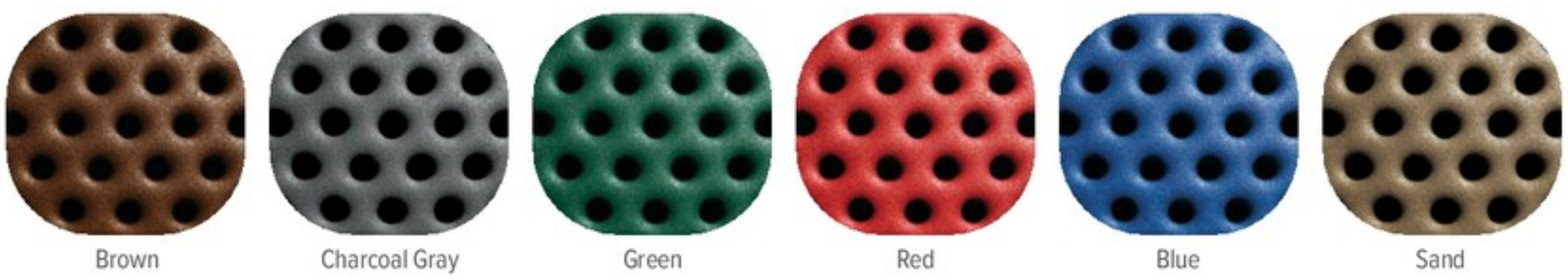


Compression Molded Plastic Color Combinations

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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: _____

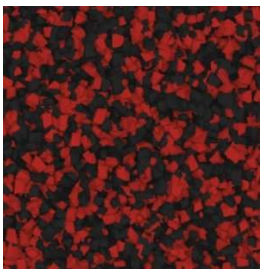
Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

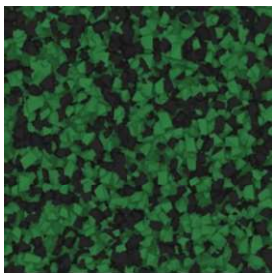
No Fault Safety Surface

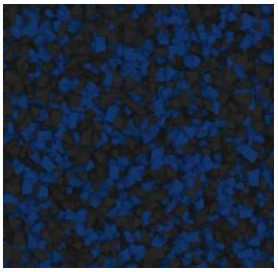
Poured-in-Place Rubber Surfacing

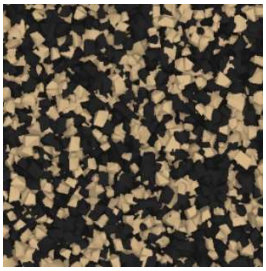
COLOR CHART

50% Black with 50% Standard Color Mixes:


Terra Cotta Red


Green


Blue


Beige

Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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:**

Two hundred forty nine thousand, nine hundred seventy dollars and thirty nine cents.

(In Words)

Dollars $ 249,970.39_____ (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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 3.1.2024 Addendum No.Dated: 3.1.2024
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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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

Adams (Witness)	PLAYPOWER LT FARMINGTON, INC.(F/K/A LITTLE TIKES COMMERCIAL PLAY SYSTEMS) C/O PLAYWORX (Principal) (Seal)
	(Title) CUSTOMER SERVICES MANAGER
Doreen Woodall (Witness)	LEXON INSURANCE COMPANY (Surety) (Seal)
	(Title) Jennifer Williams, Attorney in Fact

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Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

(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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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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Attachment: Exhibit H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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 H - Playworx Little Tikes Proposal (4466 : Playground Discussion)

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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)

William Medley Construction Inc
Bidder's Name: Medley Sports Construction

Submitted: 3/12, 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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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:**

Two hundred forty-nine thousand and nine hundred dollars
(In Words)

Dollars $ 249,900.00 (In Figures)

COMPLETION TIME OF CONTRACT

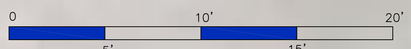
The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **180 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or 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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 :

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 :



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ISO 14001 CERTIFIED

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

City of Holly Hill
Sunrise Park North Playground
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

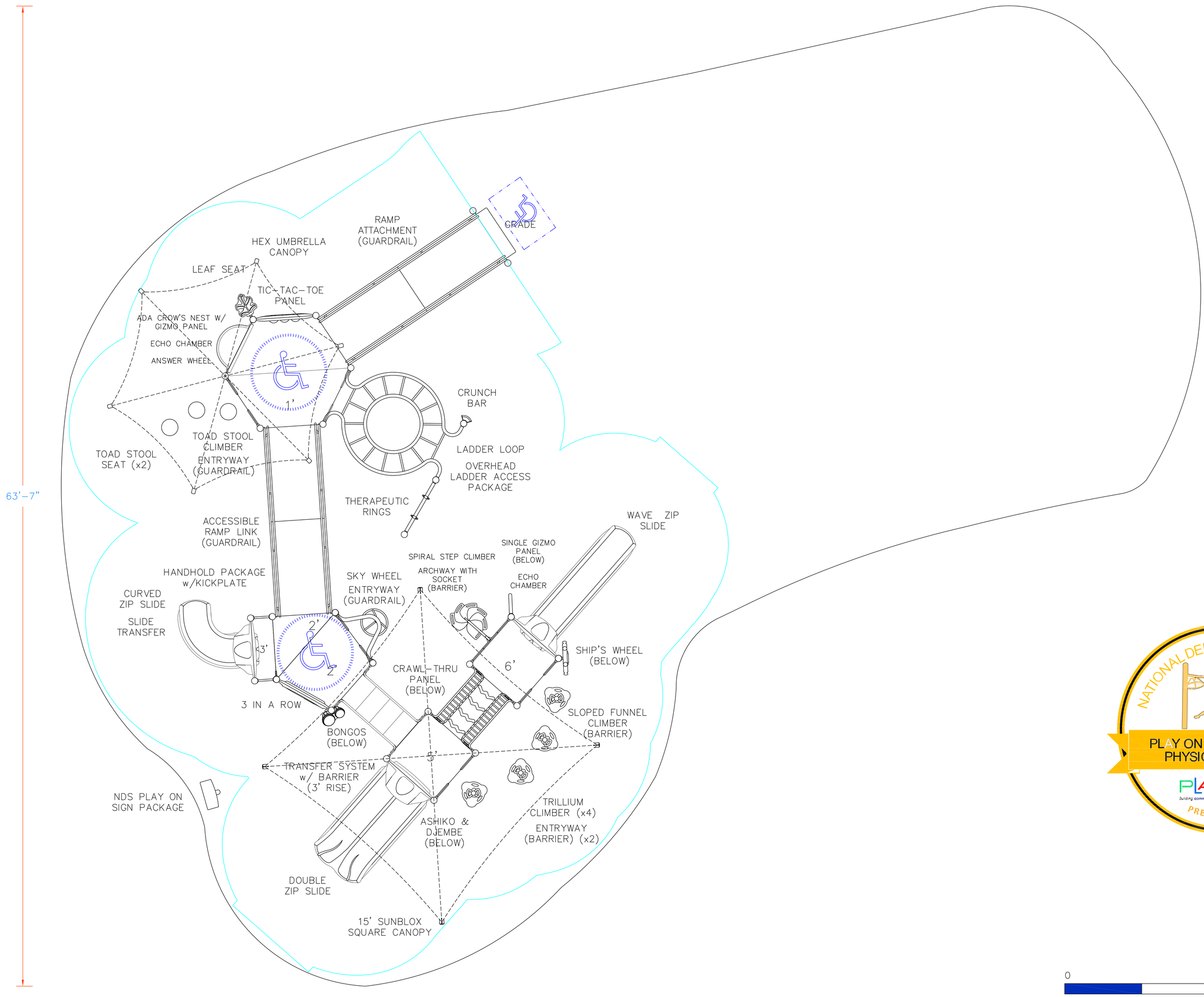
IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
Veronica S.

Date:
03/04/2024

Drawing Name:
Sunrise Pazrk

Attachment: Exhibit 1 - Medley Sports Construction Proposal (4466 : Playground Discussion)



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

CITY OF HOLLY HILL
SUNRISE PARK NORTH PLAYGROUND
HOLLY HILL, FL

Representative
DOMINICA RECREATION PRODUCTS

This play equipment is recommended for children ages
5-12

Minimum Area Required:
SEE DRAWING

Scale: 1" = 5'-0"

This drawing can be scaled only when in an 18" x 24" format

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

Drawn By:
VERONICA S.

Date:
03/04/2024

Drawing Name:
SUNRISE PAZRK

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. William Medley CONSTRUCTION INC
DBA Medley Sports construction

B. Permanent main office address.
32132 Hickory ln. Sorrento fl 32776

C. When organized.
2007

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? 2007, 17yrs

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached

G. General character of work performed by your company.
Specialty Sports and Recreational construction

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? N/A

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. City of Lake Helen
is the same project and we worked with Eva in CBDG for Volusia County

K. List your major equipment _____.
Tractor, Mini excavator, dump truck, 2 Skid steers, roller, grader, various small equipment

L. Experience in construction work similar in type to this project.
Many years

M. Background and experience of the principal members of your organization, including the officers. Erik Medley - General construction and Sports Construction
Licensed Certified Playground Safety inspector

N. Credit available: $500K

Mindy Medley - VP/office experienced in CBDG funded paperwork/payroll reporting forms and scheduling inspections and all needed paperwork

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

JOBS LIST

as of JAN 1st 2024

Project Name	PERMIT Y/N	Project	SUBS	Completion	Cost
Indian Rocks Christian	No	Running track Reno	KMS Sports Surfaces	Completed Jan	130,000.00
Lake Helen Playground	Yes	CBDG Funded City of Lake Helen New Playground with turf	M&M Construction, Ivetic Trucking, Allied Trucking	Completed Jan	$365,340.00
Seminole Soccer-Turf Playfield	No	turf Field Conversion	Ivetic Trucking Allied Trucking	Completed Jan	$110,950.00
Buchholtz High School	No	Turf Halo	N/A	Completed Jan	$76-$80k
Encompass Kissimmee	Yes	Shades	N/A	Completed Feb	$57,400.00
OCPS Catalina ES	No	Rubber replacment	Waiting on meeting & PO	In progress March	$64,500.00
Ormond Beach Shades	No	Shade top replacment	Ordering and measuring shades	In progress/March-April	$146,100.00
Lake Idamere	No	Safety Surfacing under playground	N/A	Completed	$13k
Encompass Daytona	No	Shade Install		April	$61,550
Encompass Ft Myers	No	Shade Install	Ordered shade	In progress TBD	$66,250.00

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

Blessed Sacrament Catholic	No	Anwing Install	**Sub-Universal Awnings - pulling permit**	In progress TBD	$6,450.00
Round Lake Charter	No	Shade Install		Completed Feb	$20,500.00
St. Andrews Catholic	Yes	Anwing Install	**Waiting on Engineering**	In progress TBD	TBD
Matthews Sands	No	Dog Run Turf		In progress TBD	$43,725.00
City of Clermont	No	Resurface Court	**Ready to go**	Feb/March	$69,950.00
Holy Family Catholic	No	Turf areas in courtyard	**Ordering turf**	TBD	$34,350.00
Encompass-Lake Worth	No	Shade Install		TBD	$66.250.00
Faith Assembly	Yes	Playground, Shade and turf safety surface	**Waiting on contract**	TBD	
Lake County- March Park	Yes	Playground	**Waiting on PO**	TBD	
Brooksville Bishop McGlockin	No	Track Resurfacing	**Waiting on Award**	TBD	

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

MEDLEY, ERIK W

WILLIAM MEDLEY CONSTRUCTION INC
32132 HICKORY LANE
SORRENTO FL 32776

LICENSE NUMBER: CGC1515598

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.

CPSI

NATIONAL RECREATION AND PARK ASSOCIATION

National Recreation and Park Association

Let it be known that

ERIK MEDLEY

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

February 17, 2023
DATE CERTIFIED

57190-326
CERTIFICATION NUMBER

March 01, 2026
EXPIRATION DATE

Project Name: **City of Lake Helen-Melissa Park**

1.) Melissa Park

2.) Categories of service

a.) Demo existing playground
b.) Playground
c.) Safety Surface
d.) Curb
e.) Fencing

3.) Project scope of work-
Demo existing playground, supply and install new Playground with safety surfacing, ADA compliant curb and fence.

5.) Description of Project:
We were contracted through the City of Lake Helen to supply and install a new playground and safety surfacing for Melissa Park. The project was a government funded project to help make improvements to the existing county parks.

The Melissa Park project required us to supply and install a new playground. We had to demo the existing area, layout playground structure, excavate footers, build rebar cages, anchor bolt and concrete work as well as install the playground. We also installed synthetic turf safety surfacing under the playground perimeter, ADA concrete curb and new fencing around the area.

We were happy to have the opportunity to work with The City of Lake Helen on this government funded project and help enhance Melissa Park.

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

Project Name: **Osceola County Marydia County Park**

1.) Marydia County Park

2.) Categories of service

a.) Playground
b.) Safety Surface

3.) Project scope of work-
Playground installation and safety surfacing.

5.) Description of Project:
We were contracted through Osceola County to install a new playground and safety surfacing for Marydia County Park. The project was a government funded project to help make improvements to the existing county parks.

The Marydia County Park project required us to supply and install a new playground with shade canopy. We had to demo the existing area, layout playground structure, excavate footers, build rebar cages, anchor bolt and concrete work as well as install the playground with the shade structure. We also installed rubber safety surfacing under the playground perimeter.

We were happy to have the opportunity to work with Osceola County on this government funded project and help enhance Marydia County Park.

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

O. Give bank reference: Elba Barnaby 352-483-9100
Seacoast Bank | Jackie Luna 352-483-9100

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 1st day of March, 2024.

William Medley Construction, Inc
Name of Bidder

By: Mindy Medley VP
Title

State of Florida

County of Lake

Mindy Medley being duly sworn deposes and says

that he is the VP of William Medley Const and that

the answers to the William Medley Construction foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 1st day of March, 2024.

June C Paul
Notary Public

Notary Public (Print or Type) My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
JUNE C. PAUL
Commission # HH 384178
Expires June 15, 2027

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

MEDLEY
SPORTS CONSTRUCTION

2023-2024 Reference List

1. Lake County Parks and Recreation Chris MacDonald 352-253-4950 12929 Landfill Rd. Tavares, FL 32778	Supply and Install 2-12 age playground at East Lake Community Park Completed 2021	Playground Supplier-GameTime
2. Lake County Parks and Recreation Chris MacDonald 352-253-4950 12929 Landfill Rd. Tavares, FL 32778	Supply and Install 2-12 age playground at Astor Lion's Club Park Completed 2022	Playground Supplier-GameTime
3.Town of Astatula Mitch Mack 352-742-1100 25009 County RD 561 Astatula, FL 34705	Remove old playground and install new playground age 2-12 Completed 2019	Playground was supplied by Town
4. Morning Star Catholic School Jessica Solis Hubbard 407-295-3077 930 Leigh Avenue Orlando, FL 32804	Install age 2-12 ADA playground and safety surfacing Completed 2021	Playground Supplier-Kompan
Community Project at Melissa Park Lee R. Evett 386-228-2121 327 S. Lakeview Lake Helen, Florida 32744	Demolition of existing playground and supply and Install 2-12 playground with safety surfacing, curb and fencing	Playground Supplier-Kompan
6. Osceola County CBDG Funded Community Project at both Tropical Park and Marydia Park	Supply and Install age 2-12 playground with shade structure and safety surfacing	Playground Supplier-GameTime

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

7. Round Lake Charter School 31333 Round Lake Rd. Mount Dora FL 32776	Supply and Install age 2-6 playground with shade structure and safety surfacing	Playground Supplier-GameTime

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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		Please see attached			
2					
3					

END OF SECTION

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

City of Lake Helen-Melissa Park CBDG Funded Improvement Project

Contacts:

Lee R. Evett
City Administrator
327 S. Lakeview
Lake Helen, Florida 32744
Office: 386-228-2121

Derek Wainscott, P.E.
Senior Project Manager
1200 Riverplace Boulevard,
Suite 600
Jacksonville, Fl 32207
T 386.366.3727

Eva Colee
Grants Planner
Community Assistance
(386) 736-5955 ext. 15593
121 W. Rich Avenue
DeLand, Florida 32720

Scope of Work:

Demo existing playground, design, engineering, permitting, supply and install new Playground with safety surfacing, ADA compliant curb and fence.

Description of Project:

We were contracted through the City of Lake Helen to supply and install a new playground and safety surfacing for Melissa Park. The project was a government funded project to help make improvements to the existing county parks.

The Melissa Park project required us to supply and install a new playground. We had to demo the existing area, layout playground structure, excavate footers, build rebar cages, anchor bolt and concrete work as well as install the playground. We also installed synthetic turf safety surfacing under the playground perimeter, ADA concrete curb and new fencing around the area. The project started in August 2023-March 2024. The project contract was $365,340.00

We were happy to have the opportunity to work with The City of Lake Helen on this government funded project and help enhance Melissa Park for the local community.

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

Lake County Parks and Recreation-Paisley Park Improvement

Contact:

Gretchen Bechtel
Contracting Officer
PO Box 7800 Suite 416 Tavares, FL 32778
Phone: 352-343-9765
Gbechtel@lakecountyfl.gov

Scope of Work:

Removal of existing playground, design and installation of playground, swing set and shade structure and installation of rubber mulch safety surfacing.

Full Description:

We have a three-year renewal contract with Lake County for playground equipment and amenities. We were contracted to design, supply and install a new Gametime playground, swing set and shade structure along with safety surfacing for the Paisley Park improvement project. The project was completed March 2022-July 2022. The project contract was $180k.

This is the third playground we have designed, supplied and installed for Lake County Parks and Recreation. We have another contract for the same scope of work for Marsh Park which will be completed later this year. We have used Gametime for all the installations. We have full confidence that this is a quality playground and manufacturer.

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

Morningstar Catholic School -Orlando Location

Contact:
Jessica Solis Hubbard
Morning Star Catholic School
Director of Advancement
930 Leigh Avenue
Orlando, FL 32804
407-295-3077 ext. 150
hubbardj@morningstarorlando.org
morningstarorlando.org

Scope of work:

Removal of existing play area and trees, design, and installation of an all-inclusive ADA playground by Kompan, rubber mulch surfacing and synthetic turf.

Full Description:

We were contracted through Morningstar Catholic School to partner with Kompan playgrounds. The new ADA playground project required us to do a complete removal of existing play area and install the new playground with custom designed safety surfacing. The new playground structure is a 'latest and greatest' ADA compliant playground. The safety surface consisted of 2-3'' of multicolored rubber mulch and 1.5'' synthetic play turf which included a ¾'' pad around the running/green space for the children to play. The project contract started 12/2020 and was completed March 2021. The project contact was $40k. The school did a direct purchase to save money on taxes with the playground.

We were happy to be able to partner with both Morningstar Catholic School and Kompan on this state of the art and one of a kind large-scale playground project. We are also proud to play a role in enhancing the cognitive and physical sensory play for the children to enjoy.

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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
N/A	N/A	1) N/A 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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: William Medley Construction, Inc

SIGNED BY: Mindy Medley
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: VP | office Manager

ADDRESS: 32132 Hickory LN

CITY AND STATE: Sorrento, fl 32776

TELEPHONE: 352-455-4105

COMPLETION TIME: TBD | Must order all equipment | 180days

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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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.

Mindy Medley

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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: William Medley Construction Inc

Authorized representative (printed): Mindy Medley

Authorized representative (signature): Mindy Medley

Date: 3/1/2024

END OF SECTION

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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-BA-04 for Sunrise Park North Playground.

This sworn statement is submitted by William Medley Construction Inc whose business address is 32132 Hickory LA Sorrento, fl 32776 and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1612878. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ~~\~~.)

My name is Mindy Medley any my relationship to the entity named above is VP/office 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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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).

MM ___ 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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

(Signature) Date: 3/1/24

State of Florida County of Lake

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 1st day of March, 2024

Notary Public

My Commission Expires:

JUNE C. PAUL
Commission # HH 384178
Expires June 15, 2027

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify William Medley Construction Inc Company has issued to Sunrise Park North Playground of the City of Holly Hill, State of Florida,

the following policy or policies; Public Liability Policy No. 2AA3809B6 effective on,

_____. 2024,

limits 2mil,

Property Damage Policy No. ACP3048725191 effective on 4/5/2023, 2023, and expiring

on 04/5/2024, 2024, limits 3Mil.

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.

Cindy Medley

(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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

SECTION 00 66 50
CERTIFICATE OF INSURANCE FOR WORKMEN'S COMPENSATION

This is to certify that William Medley Construction Inc Company has issued to Sunset Park North Playground, of the City of Holly Hill, State of Florida,

the following policy or policies: Workmen's Compensation and Employer's Liability

Policy No.

ACP3048725791 effective on 04/05/23, 20 23.

Reference Policy No. Same effective on 04/05/23,

2023 and expiring on 04/05/24, 2024 re

limits $ 1 Mil.

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.

Andy Medley

(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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Lake

William Medley Construction 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

FCB1 Company, under the terms of Policy No. ACP3048725791 for a period from 04/05, 2023 to 04/05, 2024.

WITNESS:

CONTRACTOR:
William Medley Construction Inc.
By Ilnay Medley
Title VP Office

Sworn to and subscribed before me this 1st day of March, 2024.

Notary Public

Notary Public (Print or Type)

My Commission Expires: _____

JUNE C. PAUL
Commission # HH 384178
Expires June 15, 2027

END OF SECTION

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/24

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 PACHKI,INC.DBA ANDY ANDERSON AGCY P.O. BOX 0489 Eustis, FL 32727	CONTACT NAME: PHONE (A/C, No, Ext): (352) 357-5800 FAX (A/C, No): (352) 357-2092 E-MAIL ADDRESS: andersa6@pachki.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EVANSTON	EVANSTON
INSURED WILLIAM MEDLEY CONSTRUCTION INC DBA MEDLEY SPORTS CONSTRUCTION 32122 HICKORY LANE SORRENTO, FL 32776	INSURER B : ALLIED	ALLIED
	INSURER C : FCBI	FCBI
	INSURER D : NATIONAL UNION FIRE	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	2AA380986	04/05/23	04/05/24	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 100,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							2,000,000	$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]	Y	Y	ACP3048725791	04/05/23	04/05/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $		Y	EZXS3111678	04/05/23	04/05/24	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	106600162020	04/05/23	04/05/24	[X] PER STATUTE [X] 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
1,000,000 B	CONT EQUIP			ACP 3048725791	04/05/23	04/05/24	EQUIP	239,490

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE CDBC BID NO.24BG-04 BID TITLE -SUNRISE PARK NORTH PLAYGROUND
THE CITY OF HOLLY HILL, ELECTED OFFICIALS AND EMPLOYEES AND THE ADJACENT PROPERTY OWNERS ARE ADDED AS ADDITIONAL INSUREDS 30 DAYS PRIOR WRITTEN NOTICE OF CANCELLATION, NONRENEWAL OR ADVERSE CHANGE. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
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

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Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

POLICY NUMBER: 2AA380986

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: CITY OF HOLLY HILL, ELECTD OFFICIALS AND EMPLOYEES AND THE ADJACENT PROPERTY OWNERS 1065 RIDGEWOOD AVE HOLLY HILL FL 32117
Location And Description of Completed Operations: AS REQUIRED BY CONTRACT
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2000

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

POLICY NUMBER: 2AA380986

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Blanket All As Required By Contract If Agreed Upon Prior To A Loss	CITY OF HOLLY HILL, ELECTD OFFICIALS AND EMPLOYEES AND THE ADJACENT PROPERTY OWNERS 1065 RIDGEWOOD AVE HOLLY HILL FL 32117
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

© Insurance Services Office, Inc., 2008

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.
William Medley Construction, INC.

2 Business name/disregarded entity name, if different from above
Medley Sports Construction

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. PO BOX 777

Requester's name and address (optional)

6 City, state, and ZIP code Sorrento, FL 32776

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
26- – 1612878

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 ▶ Erik Medley | Date ▶ 2-22-24

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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation

WILLIAM MEDLEY CONSTRUCTION INC.

Filing Information

Document Number	P07000130013
FEI/EIN Number	26-1612878
Date Filed	12/07/2007
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	06/07/2012

Principal Address

32132 HICKORY LANE
SORRENTO, FL 32776

Changed: 09/15/2016

Mailing Address

P O Box 777
SORRENTO, FL 32776

Changed: 01/20/2023

Registered Agent Name & Address

MEDLEY, ERIK
32132 Hickory Lane
Sorrento, FL 32776

Address Changed: 02/15/2017

Officer/Director Detail

Name & Address

Title P

MEDLEY, ERIK
32132 HICKORY LANE
SORRENTO, FL 32776

Title VP

MEDLEY, MINDY S
32132 HICKORY LANE
SORRENTO, FL 32776

Annual Reports

Report Year	Filed Date

2022	01/23/2022
2023	01/20/2023
2024	02/06/2024

Document Images

02/06/2024 -- ANNUAL REPORT	View image in PDF format
01/20/2023 -- ANNUAL REPORT	View image in PDF format
01/23/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/28/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
02/05/2018 -- ANNUAL REPORT	View image in PDF format
02/15/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
06/07/2012 -- REINSTATEMENT	View image in PDF format
01/22/2010 -- ANNUAL REPORT	View image in PDF format
08/24/2009 -- Name Change	View image in PDF format
03/10/2009 -- ANNUAL REPORT	View image in PDF format
02/17/2008 -- ANNUAL REPORT	View image in PDF format
12/07/2007 -- Domestic Profit	View image in PDF format

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

MEDLEY, ERIK W

WILLIAM MEDLEY CONSTRUCTION INC
32132 HICKORY LANE
SORRENTO FL 32776

LICENSE NUMBER: CGC1515598

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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

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.

William Medley Construction Inc

Consultant/Contractor Name and Address

Mindy Medley

Signature

Mindy Medley, VP

Name and Title

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: Sunrise Park North Playground - CDBG
Agency Name: City of Holly Hill / William Medley Construction Inc.
Contact person: Mindy Medley Title: VP
Address of business: 32132 Hickory Lane Sorrento, fl 32776
Telephone number: 352-455-4105 Fax number:
E-mail address: MindyS@MedleyConstruction.com
Federal Employer Identification Number/SSN: 26-1612878

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: Mindy Medley
Signature: Mindy Medley Date: 3/1/24
Title: VP

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 I - Medley Sports Construction Proposal (4466 : Playground Discussion)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 2/6/24 Addendum No.Dated: 4 2/12/2024
Addendum No. 2 Dated: 2/7/24 Addendum No.Dated: _____
Addendum No. 3 Dated: 2/12/24 Addendum No.Dated: _____

Attached hereto is a cashier's check on the _____Bank of
N/A or Bid Bond for the sum of
_____Dollars (_____),
(Does not require bid bond but can have one issued if needed)
made payable to _____(Owner).

William Medley Construction, Inc.
(Name of Bidder) (Affix Seal)

Mindy Medley
(Signature of Officer)

VP
(Title of Officer)

William Medley Construction Inc DBA Medley Sports Construction
Name of Bidder

PO Box 777
Address

Sorrento, fl 32776
City/State/Zip

352-459-4436
Telephone

CGC1515598
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Erik Medley - President
Mindy Medley - VP

END OF SECTION

Attachment: Exhibit I - Medley Sports Construction Proposal (4466 : Playground Discussion)