



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

May 4, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

The Village Council has resumed the in-person regular meeting format. Virtual participation is still available to the public. Please see the last page of the agenda for participation details

AGENDA

I. CALL TO ORDER / ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. AGENDA: Requests for Deletion / Emergency Additions

IV. PUBLIC COMMENT

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

V. MAYOR / COUNCIL COMMUNICATIONS

- A. Mayor Pinder - Discussion regarding Moving Wastewater Operations to FKAA
- B. Council Member Jolin - Discussion regarding Manager's Evaluation
- C. Council Member Jolin - Discussion regarding Council Training Session
- D. Council Member Gregg - Affordable Housing/Coast Guard Property

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A. Composition of Committee to evaluate Solid Waste Services Proposals
- B. Committee Change Update

VII. RESOLUTIONS

- A. Resolution Approving Recommendation and Project Agreement for the Design and Installation of an Inclusive Playground at Library Beach Park - **TAB 1**

(A.J. Engelmeier, Public Works Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL
RANKINGS AND RECOMMENDATIONS OF THE RFP 23-04
EVALUATION COMMITTEE FOR SELECTION OF A**

CONTRACTOR FOR AN INCLUSIVE PLAYGROUND AT LIBRARY BEACH; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- B.** Resolution Approving Work Authorization No. 4 with CPH for Construction Engineering and Inspection of Green Turtle Hammock Preserve Improvements - **TAB 2**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 4 WITH CPH LLC FOR GREEN TURTLE HAMMOCK PRESERVE IMPROVEMENTS CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING AND INSPECTION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- C.** Resolution Approving Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC, for Building Support Services - **TAB 3**

(Sheila Denoncourt, Chief Building Official)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE CITY OF KEY WEST RFP NO. 001-21 BID PROCESS; APPROVING AN AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- D.** Resolution Approving Agreement for Fire Apparatus Maintenance and Repair Services with Florida Keys EVR, LLC - **TAB 4**

(Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE MAINTENANCE AND REPAIR SERVICES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- E.** Resolution Approving Final Ranking and Recommendation of the RFP 23-06 Evaluation Committee for Selection of a Contractor for the Resurfacing of the Founders Park Tennis Courts - **TAB 5**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-06 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK TENNIS COURTS RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

VIII. ADJOURNMENT

Options for Viewing the Village Council Meeting:

The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link:

https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

Option 1: Email your comments.

1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
2. The email should contain "Public Comment" in the subject line.
3. The name and address of the submitter shall be included in the email.
4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.

1. If phoning in, dial 305-224-1968 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**

2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the “raise your hand” feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

These meetings are open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the ADA Coordinator at (305) 664-6448 or by email at ADA@islamorada.fl.us at least 48 hours before the scheduled meeting



Council Communication

To: Mayor and Village Council
From:
Date: May 4, 2023
SUBJECT: **Mayor Pinder - Discussion regarding Moving Wastewater Operations to FKAA**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: May 4, 2023
SUBJECT: Council Member Jolin - Discussion regarding Manager's Evaluation

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Manager Evaluation Form



VILLAGE MANAGER EVALUATION

ISLAMORADA, VILLAGE OF ISLANDS

PURPOSE

A performance evaluation is, of course, a critical look at what the chief administrative officer has accomplished during a given time. It also is a communication and learning process whereby the Mayor and Village Council and the Village Manager can learn more about what everyone is doing, what everyone expects from each other, and where there are strengths or weaknesses in the relationship. The evaluation should be done on a regular basis to avoid any major differences of direction, miscommunication or problems before they become critical to the operations of the Islamorada Village Government.

FORM / FORMAT

There are no perfect evaluation instruments or processes. There are many systems, formats, approaches, criteria and designs. However, it should be a thoughtful, effective, sensitive and positive evaluation process tailored to the needs of the local government.

This evaluation form consists of several categories with which the Village Manager is normally involved or for which he/she has responsibility. A five-point scale is provided in order to apply a numerical score or grade to each category. A score of 1 would be unsatisfactory, while a score of 5 would be considered outstanding:

Unsatisfactory	=	1
Needs Improvement	=	2
Acceptable	=	3
Above Average	=	4
Outstanding	=	5

Following the evaluation, the Mayor and Village Council and Village Manager should together develop goals and objectives that will provide a framework for the next evaluation.

EVALUATION PERIOD

1. Organizational Management

- Plans and organizes the work that goes into providing services established by past and current decisions of the Council. Score: _____
- Plans and organizes work that carries out policies adopted by Council and developed by staff. Score: _____
- Plans and organizes responses to public requests and complaints or areas of concern brought to the attention of staff by Council and staff. Score: _____
- Evaluates and keeps up with current technology. Score: _____
- Selects, leads, directs and develops staff members. Score: _____

TOTAL SCORE: _____

Comments:

2. Fiscal Management

- Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Council. Score: _____
- Plans, organizes and administers the adopted budget within approved revenues and expenditures. Score: _____
- Plans, organizes and supervises most economic utilization of manpower, materials and machinery. Score: _____
- Plans and organizes a system of reports for Council that provides the most up-to-date data available concerning expenditures and revenues. Score: _____

TOTAL SCORE: _____

Comments:

3. Program Development and Follow Through

- Plans and organizes ongoing programs and services to the Village Government. Score: _____
- Plans and organizes work involved in researching program suggestions by Council and staff and the reporting results of analysis. Score: _____
- Maintains knowledge of current and innovative trends in the area of services being provided by local governments and incorporates that knowledge in program suggestions and research. Score: _____
- Plans, organizes and supervises implementation of programs adopted or approved by Council. Score: _____

TOTAL SCORE: _____

Comments:

4. Intermediate / Long-Range Planning

- Maintains knowledge of new technologies, systems, methods, etc. in relation to Village services. Score: _____
- Keeps Council advised of new and impending legislation and developments in the area of public policy. Score: _____
- Plans and organizes a process of program planning in anticipation of future needs and problems. Score: _____
- Establishes and maintains an awareness of developments occurring within other municipalities or other jurisdictions that may have an impact on Village activities. Score: _____
- Plans and organizes maximum utilization and maintenance of Village-owned facilities, buildings and equipment. Score: _____

TOTAL SCORE: _____

Comments:

5. Intergovernmental Relations

- Maintains awareness of developments and plans in other jurisdictions that may relate to or affect Village Government. Score: _____
- Establishes and maintains a liaison with other government jurisdictions in those areas of service that improve or enhance the Village's programs. Score: _____
- Maintains communications with governmental jurisdictions with which the Village is involved or interfaces. Score: _____

TOTAL SCORE: _____

Comments:

6. Relationship with Public

- Ensures that an attitude and feeling of helpfulness, courtesy and sensitivity to public perception exists in employees coming in contact with the public. Score: _____
- Establishes and maintains an image of the Village in the community that represents service, vitality and professionalism. Score: _____
- Establishes and maintains a liaison with private non-governmental agencies, organizations and groups involved in areas of concern that relate to services or activities of the Village. Score: _____

TOTAL SCORE: _____

Comments:

7. Relationship with Employees

- Plans, organizes and maintains training of employees. Score: _____
- Maintains contact and professional interaction with subordinates at all levels of the organization. Score: _____
- Equitably handles problems or grievances among subordinate employees. Score: _____

TOTAL SCORE: _____

Comments:

8. Relationship with Mayor and Village Council

- Maintains effective communication, both verbal and written, with Council. Score: _____
- Maintains availability to Council, either personally or through designated subordinates. Score: _____
- Establishes and maintains a system of reporting current plans and activities of the staff to the Council. Score: _____
- Plans and organizes materials for presentations to the Council, either verbally or written, in the most concise, clear and comprehensive manner possible. Score: _____

TOTAL SCORE: _____

Comments:

9. Professional Development

- Is viewed with respect among others in the Public Administration and City Management profession. Score: _____
- Enthusiastically and constructively seeks professional improvement through attendance at pertinent seminars and conferences. Score: _____
- Deals effectively with other City, County and State managers. Score: _____

TOTAL SCORE: _____

Comments:

10. Personal Characteristics

- Imagination: Shows originality in approaching problems. Is able to visualize the implications of various approaches. Score: _____
- Objectivity: Is unemotional and unbiased. Has a rational, impersonal viewpoint based on facts and qualified opinions. Score: _____
- Drive: Is energetic, willing to spend whatever time is necessary to do a good job. Has good mental and physical stamina. Score: _____
- Decisiveness: Is able to reach timely decisions and initiate action, not impulsive. Score: _____
- Firmness: Has the courage of her convictions. Is firm when convinced, not stubborn. Score: _____

TOTAL SCORE: _____

Comments:

Name of Reviewer (please print)

Signature of Reviewer / Date



Council Communication

To: Mayor and Village Council
From:
Date: May 4, 2023
SUBJECT: Council Member Jolin - Discussion regarding Council Training Session

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: May 4, 2023
SUBJECT: Council Member Gregg - Affordable Housing/Coast Guard Property

Background:

Analysis:

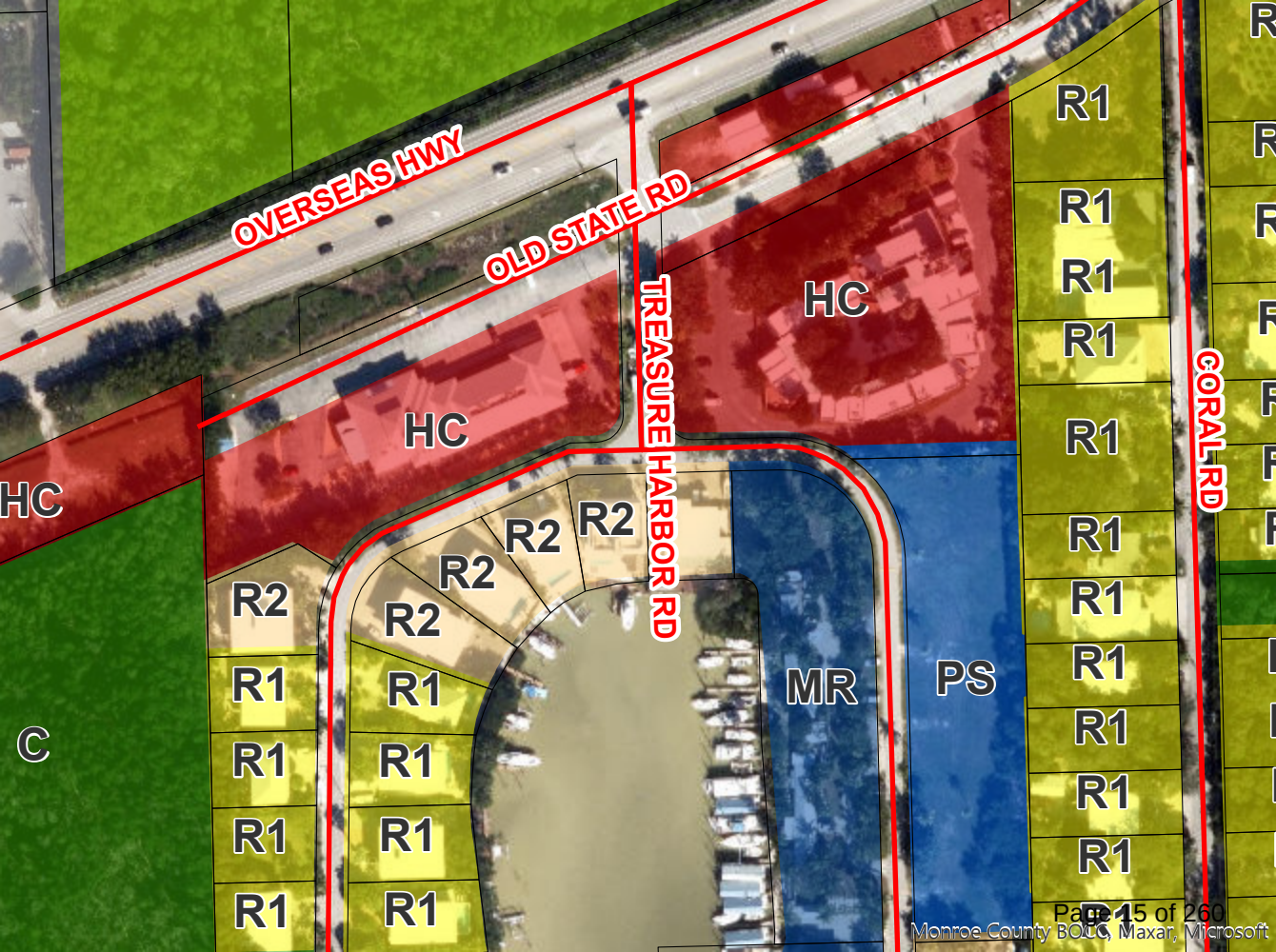
Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. coast guard property zoning
2. qPublic.net - Monroe County, FL - Report_ 00410540-000100
3. coast guard property



OVERSEAS HWY

OLD STATE RD

TREASURE HARBOR RD

CORAL RD

HC

HC

HC

C

R2

R1

R1

R1

R1

R2

R1

R1

R1

R1

R2

R2

R2

MR

PS

R1

R1

R1

R1

R1

R1

R1

R1

R1

R1

R1

R1

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00410540-000100
 Account# 1504807
 Property ID 1504807
 Millage Group 50VI
 Location Address 151 TREASURE HARBOR Rd, PLANTATION KEY
 Legal PT MCKEE'S MUSEUM OF SUNKEN TREASURE INC TRACT PB4-44 TREASURE
 Description HARBOR SECTION ONE PLANTATION KEY OR590-381/382
 (Note: Not to be used on legal documents.)
 Neighborhood 10021
 Property Class FEDERAL (8800)
 Subdivision TREASURE HARBOR SEC 1
 Sec/Twp/Rng 13/63/37
 Affordable No
 Housing



Owner

[UNITED STATES OF AMERICA](#)
 1012 FEDERAL BLDG
 MIAMI FL 33130

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$165,263	\$165,263	\$165,263	\$165,263
= Just Market Value	\$165,263	\$165,263	\$165,263	\$165,263
= Total Assessed Value	\$165,263	\$165,263	\$165,263	\$165,263
- School Exempt Value	(\$165,263)	(\$165,263)	(\$165,263)	(\$165,263)
= School Taxable Value	\$0	\$0	\$0	\$0

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$165,263	\$0	\$0	\$165,263	\$165,263	\$165,263	\$0	\$0
2020	\$165,263	\$0	\$0	\$165,263	\$165,263	\$165,263	\$0	\$0
2019	\$165,263	\$0	\$0	\$165,263	\$165,263	\$165,263	\$0	\$0
2018	\$165,263	\$0	\$0	\$165,263	\$165,263	\$165,263	\$0	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(8800)	50,850.00	Square Foot	0	0

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
PRBLD201501974	11/9/2015	12/10/2015	\$44,000		DEMO USCG HOUSING - 3 UNITS

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



No data available for the following modules: Buildings, Yard Items, Sales, Sketches (click to enlarge), TRIM Notice.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

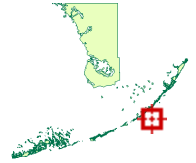
Last Data Upload: 4/26/2023, 2:12:24 AM

Version 3.1.4

Developed by
 **Schneider**
 GEOSPATIAL



Overview



Legend

- Centerline
- Easements
- Hooks
- - Lot Lines
- Road Center
- - Rights of Way
- Shoreline
- [] Condo Building
- Key Names
- [] Subdivisions
- [] Parcels

Parcel ID	00410540-000100	Alternate ID	1504807	Owner Address	UNITED STATES OF AMERICA
Sec/Twp/Rng	13/63/37	Class	FEDERAL		1012 FEDERAL BLDG
Property Address	151 TREASURE HARBOR Rd				MIAMI, FL 33130
	PLANTATION KEY				
District	50VI				
Brief Tax	PT MCKEE'S MUSEUM OF SUNKEN TREASURE INC TRACT PB4-44 TREASURE HARBOR SECTION ONE PLANTATION KEY				
Description	OR590-381/382				
	(Note: Not to be used on legal documents)				

Date created: 4/26/2023
Last Data Uploaded: 4/26/2023 2:12:24 AM

Developed by **Schneider**
GEOSPATIAL



Council Communication

To: Mayor and Village Council
From:
Date: May 4, 2023
SUBJECT: Composition of Committee to evaluate Solid Waste Services Proposals

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: May 4, 2023
SUBJECT: Committee Change Update

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council

From: Ted Yates, Village Manager

Date: April 12, 2023

SUBJECT: Committees and Commissions

This memo will provide Council the background and current composition of the Village's committees. With the passing of the new Ordinance that redefines the way Council advertises, interviews and appoints committee members, it is imperative that Council fully understands the duties and function of each committee prior to your interview and selection process. The new ordinance regarding the Village's Board, Committees and Commission is provide below:

ARTICLE V. – Village Board, Committees and Commissions.

Sec. 2-329. General.

The village council may create any board, committee or commission of the village as a governmental entity of the village, vested with the authority to make recommendations to the village council on matters of public interest that affect persons or property within the incorporated area of the village as prescribed in this section.

Sec. 2-330. Application and Selection Process.

Each applicant to a board, committee or commission of the village shall be a resident of the village at the time of appointment and during the appointee's term(s) in office. Appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of concern in which such board, committee or commission shall be advising the village council. The village council shall attempt to nominate neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated interest in the field of concern of such board, committee or commission to which they seek appointment. Membership on any board, committee or commission should be representative of the community at large and reflect a broad cross section of the community.

Sec. 2-331. Letters of Interest and Presentations.

a) Each interested applicant shall submit to the village council, at the time and place, as directed by the village council, a Letter of Interest for the particular board, committee or commission such applicant is interested in being appointed. Such Letter of Interest shall provide information about the applicant setting forth their qualifications, experience and expertise, including, demonstrating their civic pride, integrity, experience and interest in the field of concern in which such board, committee or commission shall be advising the village council.

b) Applicants will be provided an opportunity to present their qualifications, experience and expertise to the village council, who may ask questions and further inquire as to the applicant's interest.

Sec. 2-332. Appointment to Board, Committee or Commission.

Each member of a board, committee or commission shall be appointed by a majority vote of the village council.

Sec. 2-333. Terms of Office.

Each member shall serve for a term of two (2) years, with the terms of the members being staggered for each board, committee or commission.

Sec. 2-334. Councilmember Liaison.

The mayor shall annually appoint to each board, committee or commission a councilmember liaison. The councilmember liaison shall provide periodic updates to the village council on their appointed boards, committees and commissions, as requested by the village council.

Sec. 2-335. Removal from Office.

a) Any member of any board, committee or commission, may be removed by a majority vote of the village council and shall be automatically removed by the village clerk upon three (3) unexcused absences from regular meetings of such board, committee or commission during a calendar year.

b) A member of a village board, committee or commission shall be deemed absent from a meeting when he or she is not present at the meeting at least 75 percent of its duration.

c) The provisions of this section may only be waived once by a four-fifths vote of the members of the full village council.

d) The provisions of this section shall not apply to those individuals who are members of a village board, committee or commission and who are:

1. Reservists in the United States Armed Forces or members of the Florida National Guard, and have been ordered to active

- military duty for national, state, or homeland defense and due to such duty cannot attend board meetings; or
2. Employees of agencies whose services are considered essential for national, state, or homeland defense and due to such services cannot attend board meetings.

Achievable Housing Citizens' Advisory Committee

Establishment and Composition

The Village Council established the Workforce/Affordable Housing Citizens' Advisory Committee on May 27, 2004. The name of the committee was later changed to the "The Achievable Housing Citizens' Advisory Committee." ("AHCAC") Currently, the AHCAC is comprised of ten (10) members, all of which must be residents of Islamorada. I would advise reducing this number to an odd number of 7 or 9 members. There are 4 vacancies on the committee right now.

Meetings

The AHCAC shall hold regular meetings on a quarterly basis, or as frequently as the members deem necessary to implement their goals. Meetings shall be at the call of the chairperson. All meetings shall be open to the public, and notice of such meetings shall be given as required for the meetings of the Village Council. A majority of the members of the AHCAC shall constitute a quorum. Provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. On at least an annual basis, the AHCAC shall prepare a report containing its activities and recommendations to the Village Council through that period. Historically, Council has not attended committee meetings. However, Council's recently adopted Committee Legislation establishes the appointment of a Council representative for each of the Village's committees.

Staff and Council Participation

At all the meetings of the AHCAC, at least one Village staff member (currently Dan Gulizio) will be present as a liaison to provide information and input and to record minutes of the meetings.

Goals and Objectives

1. To provide a public forum in which to research, analyze and discuss ideas and strategies regarding the inventory and identification of existing workforce and affordable housing.
2. To provide input to the Village staff and Council in identifying incentive sources for encouraging protection of the Village's workforce and affordable housing supply.
3. To make recommendations to the Village Council regarding the preservation and enhancement of the Village's workforce and affordable housing supply.

4. To assist Village staff in making recommendations for expenditures associated with preserving this supply.

Duties and Responsibilities

1. Appoint a chairperson at the first meeting held after June 1 of each year.
2. Other officers may be elected as determined by the Advisory Committee.
3. Hold and keep minutes of all meetings that are open to the public, and provide information to interested parties, as necessary, during these meetings.
4. Create an inventory of workforce and affordable housing in Islamorada.
5. Create an incentive program for owners to encourage protection of these units as part of the Village's workforce and affordable housing supply.
6. Provide input, recommendations and assistance to Village staff in regard to the Village's existing workforce and affordable housing supply.

Annual Review by Village Council

At the second Regular Village Council meeting in April of each year, the Village Council shall review the activities of the AHCAC and provide direction whether the AHCAC shall sunset, be changed to ad hoc status or continue as established.

Land Acquisition Advisory Committee

Establishment and Composition

On June 10, 1999, the Village Council established the Land Acquisition Advisory Committee ("LAAC") to provide reports and recommendations to the Village Council concerning the identification and prioritization of land acquisitions within the Village by the Monroe County Land Authority or other Agencies and to carry out those responsibilities specified in the applicable policies of the Comprehensive Plan. On November 20, 2008, the LAAC was changed to an ad hoc committee to perform specific tasks assigned by the Village Council. The LAAC is comprised of ten (10) members and all committee members must be residents of Islamorada. Special consideration has been given to applicants with expertise in ecology, conservation of natural resources, real estate or land acquisition, land appraisal, land management, eco-tourism, or environmental education. Currently we have 10 members – I would advise reducing this number to an odd number of 7 or 9 members. There are 3 vacancies on the committee right now.

Meetings

Meetings of the LAAC are held as determined by the Village Council, or at the call of the chairperson. A majority of the currently appointed members of the Advisory Committee shall constitute a quorum. Provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. After addressing items assigned by Council, the LAAC shall prepare a report containing its activities and recommendations to the Council.

Staff Participation.

At all meetings of the LAAC, at least one Village staff member (currently Peter Frezza) will be present to provide information and input regarding land acquisition and the retirement of development rights and to record the minutes of the meeting. Historically, Council has not attended committee meetings. However, Council's recently adopted Committee Legislation establishes the appointment of a Council representative for each of the Village's committees.

Goals and Objectives

The purposes and goals of the LAAC shall be:

1. To provide a public forum in which to research, analyze and discuss ideas and strategies regarding land acquisition issues and to convey those ideas and strategies to the Village Council.
2. To make recommendations to the Village Council regarding land acquisition issues, including recommending strategies pertaining to land acquisition and conservation to carry out the Goals and Objectives of the Village Comprehensive Plan.
3. To recommend the best means for land acquisition and conservation including retiring of development rights from the vacant lands within the Village, while protecting private property rights.
4. To maintain working relationships with the Monroe County Land Authority and other public land acquisition agencies, committees, and organizations.

Duties and Responsibilities

1. To update and amend the acquisition priority list consistent with the Land Acquisition Selection System.
2. To identify potential funding sources for land acquisitions and conservation and assist, as needed, in the preparation of grants for land acquisition and conservation by the Village and/or other agencies and organizations.
3. To perform specific tasks on an ad hoc basis as assigned by the Village Council.

Annual Review by Village Council

At the second Regular Village Council meeting in April of each year, the Village Council shall review the activities of the LAAC and provide direction whether the LAAC shall sunset, be changed to ad hoc status or continue as established.

Local Planning Agency

Establishment and Governing Ordinance

Council established the Land Planning Agency ("LPA") pursuant to F.S. § 163.3174. The LPA is governed by Code Sec. 30-101-108 as inserted below:

Sec. 30-101. - Powers and duties.

The local planning agency shall have the powers and duties as provided in F.S. § 163.3174, including but not limited to:

- 1) To hear, review, and make recommendations to the village council regarding the adoption or amendment of the comprehensive plan;
- 2) To monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the village council such changes in the comprehensive plan as may from time to time be required, including preparation of the periodic reports required by F.S. § 163.3191;
- 3) To review and make recommendations to the village council in regard to proposed land development regulations and changes to the official zoning map and make recommendations to the village council as to the consistency of the regulation or change with the comprehensive plan;
- 4) To make its special knowledge and expertise available upon reasonably written request and authorization of the village council to any official, department, board, commission, or agency of the village, county, state or federal government; and
- 5) To adopt such rules of procedure necessary for the administration of their responsibilities not inconsistent with this article to govern the village council's proceedings.

Sec. 30-102. - Qualifications for membership.

Voting members of the local planning agency shall reside and be qualified electors in Islamorada, Village of Islands. In the event that any member is no longer a qualified elector or is convicted of a felony or an offense involving moral turpitude while in office, the village council shall terminate the appointment of such person as a member of the local planning agency.

Sec. 30-103. Membership: appointment, removal, terms, and vacancies.

- a) The local planning agency shall be comprised of seven voting members. Each member shall serve for a term of two (2) years, with the terms of the members being staggered. Local planning agency member appointments, when available, shall be made during a regular village council meeting in May of each year and the term of the local planning agency members shall continue until appointments are made at a regular village council meeting in May of the following year.

The appointment process shall be conducted in accordance with Chapter 2, Article V. In the event that the regular village council meeting in May is cancelled, the term of local planning agency members shall not expire until appointments are made at the next regular village council meeting.

- b) Where required by state statute, by majority vote the village council may appoint individuals, organizations or their designee to serve in an advisory capacity as nonvoting members of the local planning agency. These nonvoting members may include, but are not limited to, representatives of area schools or the county school board.
- c) One member of each village established citizens' advisory committee and the Historic Preservation Commission may serve as a voting member of the local planning agency. One or more members of the local planning agency may serve on a village established charter review committee.
- d) The village council may replace a local planning agency member with or without cause at any regular village council meeting. Replacements shall serve the remainder of the original term. Nonvoting members may be removed by majority vote of the village council without cause.
- e) No voting member shall serve more than two (2) consecutive terms unless the village council votes by super majority (four/fifths votes) to approve re-appointment for additional consecutive terms.
- f) At an annual organizational meeting, the members of the local planning agency shall elect one of their members as chairman and one as vice-chairman. In the absence of the chairman, the vice-chairman shall act as the chairman and shall have all the powers of the chairman. The chairman shall serve a term of one year. No member shall serve as chairman for more than two consecutive terms unless the local planning agency votes by super majority (majority plus one of voting members present and voting) to approve re-appointment for additional consecutive terms.
- g) The chairman (or vice-chairman acting in the capacity of chairman) shall serve as the presiding officer of any meeting of the local planning agency. The presiding officer or designee shall be in charge of all proceedings before the local planning agency, and shall take such action as shall be necessary to preserve order and the integrity of all proceedings before the local planning agency. In the event that the chairman or vice-chairman are unavailable, the voting members of the local planning agency who are present shall by majority vote select a voting member to act as presiding officer for the meeting in question.
- h) Should any voting member of the local planning agency miss three consecutive meetings without being excused by the chairman, whether regular meetings or special meetings, that person shall be disqualified as a voting member of the local planning agency. Thereafter, the village council shall fill the vacancy thereby created as soon as practicable.
- i) All provisions of Chapter 2, Article V entitled "Village Boards, Committees and Commissions" of the Code not inconsistent with the provisions of this section 30-103 shall apply.

Sec. 30-104. - Recording secretary.

The village manager or designee shall appoint a recording secretary to serve the local planning agency. The secretary shall keep minutes of all proceedings of the local planning agency, which minutes shall be a summary of all proceedings before the local planning agency, attested to by the secretary, and which shall include the vote of each member upon every question. The minutes shall be approved by a majority of the members of the local planning agency voting. In addition, the secretary shall maintain all records of local planning agency meetings, hearings and proceedings, the correspondence of the local planning agency, and a mailing list of persons wishing to receive notices of meetings, agendas or minutes and who have paid an annual fee set by the village council to cover copying and mailing costs.

Sec. 30-105. - Staff.

The village manager or designee shall appoint or assign such staff as may be necessary for the local planning agency to conduct its business.

Sec. 30-106. - Quorum and necessary vote.

No meeting of the local planning agency may be called to order, nor may any business be transacted by the local planning agency, without a quorum of the local planning agency being present. The chairman shall be considered and counted as a member. A majority of the currently appointed members of the local planning agency shall constitute a quorum. Provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. All actions shall require the concurring vote of a simple majority of the members of the local planning agency then present and voting. In the event of a tie, the vote shall be deemed a denial.

Sec. 30-107. - Meetings, hearings and procedures.

- a) Meetings and hearings shall be scheduled from time to time, as needed, as determined by the director of the planning and development services department. In cases where an item is postponed due to the lack of a quorum of the local planning agency, the item shall be continued to a special meeting if practicable, and in conformance with all applicable notice requirements. In cases where an item is postponed for any other reason, the item shall be continued to the next scheduled meeting.
- b) All meetings and public hearings of the local planning agency shall be conducted in conformance with the requirements set forth in F.S. § 286.011.
- c) Public hearings shall be set for a time certain.

Sec. 30-108. - Compensation.

Voting and nonvoting members of the local planning agency shall not be compensated.

Near Shore Water Citizens' Advisory Committee

Establishment and Composition

Council established an ad hoc citizens' advisory committee to be called the Near Shore Water Citizens' Advisory Committee ("NSWCAC") on July 11, 2002. The NSWCAC shall be comprised of ten (10) members and all must be residents of Islamorada. Currently we have 10 members – I would advise reducing this number to an odd number of 7 or 9 members. There are 2 vacancies on the committee right now.

Meetings

Meetings of the NSWCAC are held on a quarterly basis or as frequently as the NSWCAC deems necessary to complete their duties and responsibilities and at the call of the Village Manager or designee through the NSWCAC liaison. Meetings shall be open to the public, and notice of such meetings shall be given as required for the meetings of the Village Council. A majority of the currently appointed members of the NSWCAC shall constitute a quorum, provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. Historically, Council has not attended committee meetings. However, Council's recently adopted Committee Legislation establishes the appointment of a Council representative for each of the Village's committees.

Staff Participation

At all meetings of the NSWCAC, at least one Village Staff Member (currently Peter Frezza) will be present to provide information, input and requests for advice regarding near shore water recommendations and to record minutes of the meetings.

Goals and Objectives

The goals and objectives of the NSWCAC shall be:

1. To assist Village Council / Village Manager by reviewing and providing feedback on appropriate ordinances required to implement the NSWCAC recommendations that have been approved by the Village Council.
2. To continue the gathering of public input and to conduct consensus building activities on issues selected by the Village Council or Village Manager.
3. To assist the Village Council/ Village Manager with the development of priorities related to near shore water recommendations and regulations.
4. To assist with gaining approvals from appropriate agencies required to implement the NSWCAC recommendations that have been approved by the Village Council.
5. To ensure the Village properly interprets the NSWCAC recommendations intent and spirit.

6. To help the Village maintain momentum and focus on implementing approved NSWCAC recommendations as well as newly needed improvements that might be recommended during the term of the NSWCAC.
7. To accept and utilize the recommendations of the NSWCAC.

Duties and Responsibilities

1. Elect a Chairperson at the first meeting held after June 1 of each year. Other officers may be elected as determined by the NSWCAC.
2. Assist with the public outreach and education program (brochures and pocket charts) being developed by the Staff.
3. Provide input pertaining to draft ordinances required to implement the NSWCAC recommendations.
4. Assist with details pertaining to buoys, markers and signage locations and priorities.
5. Recommend to the Village Council and Village Manager new and additional near shore water improvements that might be needed during the term of the NSWCAC.
6. Help identify grant opportunities.

Annual Review by Village Council

At the second Regular Village Council meeting in April of each year, Council shall review the activities of the NSWCAC and provide direction whether the NSWCAC shall sunset, be changed to ad hoc status or continue as established.

Landscape Advisory Committee

Establishment and Composition

Council established a Landscape Advisory Committee ("LAC") on August 14, 2003, to provide input and participation in all issues related to landscaping projects throughout the Village and to assist with the design, location and selection of plants used in the various projects. The LAC shall be comprised of ten (10) members. All members shall be residents of Islamorada. Currently we have 10 members – I would advise reducing this number to an odd number of 7 or 9 members. Even though there are no vacancies on the committee right now, the committee has not met in over a year.

Meetings

According to the creating Resolution, meetings of the LAC are to be held monthly or as frequently as the LAC deems necessary to complete their duties and responsibilities. A majority of the currently appointed members of the LAC shall constitute a quorum. Provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. On a quarterly basis, the LAC shall prepare a report containing its activities

and recommendations to Council through that period. Historically, Council has not attended committee meetings. However, Council's recently adopted Committee Legislation establishes the appointment of a Council representative for each of the Village's committees.

Staff Participation

The Village Manager will appoint a liaison to the LAC (currently Daniel Parobok) who shall attend all the meetings of the LAC, provide the public meeting notices for each LAC meeting, preparing agendas and record the meeting minutes.

Annual Review by Village Council

At the second Regular Village Council meeting in April of each year, Council shall review the activities of the LAC and provide direction whether the Advisory Committee shall sunset, be changed to ad hoc status or continue as established.

Historic Preservation Commission

Establishment and Governing Ordinance

Council established a Historic Preservation Commission ("HPC") on May 22, 2003. The HPC is governed by Code Sec. 30-1693 as inserted below:

Sec. 30-1693. Historic preservation commission.

- a) *Historic preservation commission:* The historic preservation commission (HPC) is a governmental agency of the village. The HPC is vested with the authority to make recommendations to the village council on the designation and regulation of village historic structures within a designated historic district and landmarks within the incorporated area of the village as prescribed in this division.
- b) *Appointment and membership qualifications:* The HPC consists of five members each appointed by a majority vote of the village council. Each member shall be a resident of the village at the time of appointment and during the member's term(s) in office. Appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation. The village council shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated concern for historic preservation. Membership on the board should be representative of the community at large and reflect a broad cross section of the community.
- c) *Membership removal, terms, and vacancies:* The HPC members shall serve overlapping staggered terms of two years. HPC members serve without compensation, but are entitled to the reimbursement of expenses as provided in F.S. § 112.061.

- d) *Organization and administration*: The members of the HPC shall elect a chairperson and vice chairperson, for a one-year term each. The chairperson or, in the absence of the chairperson, the vice-chairperson, shall preside at all meetings and may vote. The director of planning and development services shall designate staff to advise and provide clerical support to the HPC. The village attorney shall be the attorney to the HPC. The director of planning and development services shall be the custodian of all HPC records. The HPC shall meet at least once per month at a date and time established by the HPC, unless there is no business pending.
- e) *Notice*: Notice of meetings required under this division shall be given in accordance with section 30-213 of the Village Code.
- f) *Public hearings*: All hearings required under this division shall be conducted in accordance with section 30-213 of the Village Code.
- g) *Powers and duties*: The HPC has the following powers and duties:
 - 1. Adoption of its own procedural rules and regulations as necessary for the conduct of its business;
 - 2. Investigate and recommend to the village council the adoption of ordinances designating buildings, structures, sites having special historic, architectural and archaeological value as landmarks or historic districts, and if necessary, recommend rescission of such designations;
 - 3. Investigate and recommend to the village council the adoption of ordinances on whether a substantially damaged designated historic building, structure, object, or site may be reconstructed using the criteria set forth in this division;
 - 4. Conduct surveys of historically, architecturally and archaeologically significant structures and districts within the village;
 - 5. Advise the village council on all matters related to historic preservation policy, including the use, administration, and maintenance of publicly-owned historic landmarks;
 - 6. Make recommendations on nominations of a historic property to the National Register of Historic Places;
 - 7. Increase public awareness of the value of historic and architectural preservation by developing and participating in public education programs;
 - 8. Make recommendations to the village council concerning utilization of state, federal and private funds to promote the preservation of significant structures and historic districts within the village;
 - 9. Make recommendations to the village council concerning acquisition of a significant structure where its preservation is essential to the purposes of this act and where private preservation is not feasible;
 - 10. Review applications for special certificates of appropriateness and make recommendations to the village council regarding such applications; and

11. Undertake any other action or activity specifically delegated to it or requested by the village council.
- h) The HPC shall meet no less than four times per year. At a minimum of one meeting each year, the HPC shall identify those structures within the village which are historically, architecturally or archaeologically significant. The findings of the HPC shall be transmitted to the village council after each meeting of the HPC, for the review and consideration of the village council. The HPC shall otherwise encourage the identification, preservation and protection of historically, architecturally or archaeologically significant structures and sites.
- i) All provisions of Chapter 2, Article V entitled "Village Boards, Committees and Commissions" of the Code not inconsistent with the provisions of this section 30-1693 shall apply.

Parks and Recreation Citizens' Advisory Committee

Establishment and Composition

Council established the Parks and Recreation Advisory Committee ("PRAC") in 2000 and amended the Resolution in 2007 and then again in 2012. The PRAC shall be comprised of ten (10) members. All members shall be residents of Islamorada. Currently we have 10 members – I would advise reducing this number to an odd number of 7 or 9 members.

Meetings

The PRAC hold meetings on a quarterly basis or as frequently as the PRAC deems necessary to complete their duties and responsibilities, giving public notice of the meeting, and encouraging public input. Historically, Council has not attended committee meetings. However, Council's recently adopted Committee Legislation establishes the appointment of a Council representative for each of the Village's committees.

Staff Participation

The Village Manager will appoint a liaison to the PRAC (currently Maria Bagiotti) who shall attend all the meetings of the PRAC, provide the public meeting notices for each PRAC meeting, preparing agendas and record the meeting minutes.

Duties

It shall be the duty of the Advisory Committee to:

1. Periodically review the programs, scheduling, fee structures and maintenance of parks within the Village jurisdiction.

2. From time to time, advise the Village Council of its recommendations regarding the utilization of the facilities and recommendations for additional facilities.
3. Develop a Mission Statement.
4. Continue activities in accordance with the Advisory Committee's adopted Mission Statement:

"to enhance the quality of life for Village residents by providing to the Village Council public input and advice concerning short and long-term development, management, operations and utilization of the Village parks and recreation facilities and programs."

Reports and Officers

The PRAC shall provide the Village Council with a report at least annually. The PRAC shall elect a chairperson at the first meeting held after June 1 of each year. Other officers may be elected as determined by the PRAC.

Annual Review by Village Council

At the second Regular Village Council meeting in April of each year, Council shall review the activities of the PRAC and provide direction whether the PRAC shall sunset, be changed to ad hoc status or continue as established.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: May 4, 2023
SUBJECT: **Resolution Approving Recommendation and Project Agreement for the Design and Installation of an Inclusive Playground at Library Beach Park - TAB 1**

Background:

In April 2022, the Village applied to the Monroe County Tourist Development Council (the "TDC") for capital grant funding for the acquisition and installation of inclusive playground equipment for the playground area located at Library Beach Park. The playground at Library Beach was identified by staff as needing replacement due to deteriorating conditions dangerous to children. There are few play areas throughout Monroe County that can accommodate those with disabilities. Therefore, staff proposed that the playground at Library Beach be an inclusive playground that can accommodate children with and without disabilities.

At the regular Village Council Meeting on August 25, 2022, the Village Council unanimously approved the acceptance of the TDC grant award and thereby approved the inclusive playground concept. In addition, the Monroe County Board of County Commissioners approved the grant at its October 7, 2022, meeting.

Analysis:

On January 25, 2023, the Village issued Request for Proposals ("RFP") 23-04 with the objective of entering into an agreement with an experienced contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, and supervision to complete the Project to provide an inclusive playground in a timely and responsive timeframe. The Village received six (6) proposals from four (4) firms in response to RFP 23-04 by the extended submission deadline of March 9, 2023. The RFP was advertised for a total of 43 days on (1) the Village's website; (2) DemandStar; and (3) the Village's Facebook page. Proposers could submit up to three (3) designs.

To evaluate the proposals, the Village Manager appointed an RFP 23-04 Evaluation Committee (the "Committee") comprised of Public Works and Wastewater Director Andrew Engelmeyer, Public Works Coordinator Kristiana Patience, Founders Park Director Maria Bagiotti, and Human Resources Manager/ADA Coordinator Evie Engelmeyer.

Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience, qualifications, and proposed timeline for completion. The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on March 15, 2023. A maximum of 100 points were available in the scoring system, for a total maximum score by the Committee of 400 points. The Committee ranked the

proposals as follows according to the criteria and point system provided in the RFP:

Rank	Proposer/Firm Name	Points	Cost Proposal
1	Playmore West, Inc. Design#2	373	\$481,305.24
2	Playmore West, Inc. Design#1	328	\$268,536.24
3	GameTime	290	\$271,760.42
4	Bliss Products & Services, Inc.	225	\$291,988.49
5	Korkat Playgrounds Design#2	153	\$550,453.00
6	Korkat Playgrounds Design#1	148	\$497,260.00

Adoption of the attached Resolution would approve the ranking of the RFP 23-04 Evaluation Committee and the recommended selection of Playmore West, Inc. ("Playmore") for the project, specifically Design #2. The proposed Resolution would also authorize the Village Manager and Village Attorney to negotiate and enter into an agreement with Playmore for the requested services in substantially the form of Agreement provided as an exhibit to RFP 23-04 and provided hereto as Exhibit "1" to the proposed Resolution. The proposal from Playmore is provided as Exhibit "A" to the form of Agreement.

The Evaluation Committee has recommended Design #2 from Playmore as the first-ranked proposal because this design includes more inclusive playground features than the other designs. There are no other fully inclusive playgrounds in Monroe County. The Committee agreed that offering a highly inclusive playground in Islamorada would reflect well on the Village and Monroe County to meet the needs of both visiting and resident families.

In the event the Village Council does not agree with the Evaluation Committee's assessment of Design #2 or feels that the Village's cost share is too high, then the Committee has recommended Design #1 from Playmore as the second-ranked proposal. The playground equipment at the Founders Park Beach was purchased from Playmore, and staff has been very happy with its quality and durability. Additionally, the company has provided excellent customer service.

Budget Impact:

The total cost of the Project, including demolition of the old playground equipment and installation of the new playground equipment, is expected not to exceed \$481,305.24. The TDC grant would reimburse the Village in the amount of \$246,960.00. The Village's portion of the cost of the project is expected not to exceed \$234,345.24. The revenue source for the Village's share would be local government discretionary sales surtax accounted for in the Capital Project Fund. The estimated fund balance for the Capital Project Fund at September 30, 2023, is currently \$4 million. The Capital Project Fund currently includes \$246,000.00 in the Library Beach Playground capital outlay account for this project offset by \$246,000.00 in revenue from the TDC. If approved, staff would present a budget amendment to increase the capital outlay account budget by \$236,000.00.

Staff Impact:

The Public Works and Wastewater Director assisted by the Public Works Coordinator would act as Project Manager. They would ensure that completion of the Project coincides with the timing of the TDC grant funding availability.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving the selection of Design #2 from Playmore for the Project and authorizing the Village Manager and Village Attorney to negotiate and enter into an agreement.

Attachments:

1. Exhibit 1
2. Exhibit A
3. Resolution

AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

a _____ Company, authorized to do business in the State of Florida, hereinafter
"**CONTRACTOR**."

CONTRACT NO. _____

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide design and installation of an inclusive playground at Library Beach Park located in Upper Matecumbe Key, Village of Islamorada, Florida. (the "Project").

Section 1.02 On January 25, 2023, the VILLAGE issued Request for Proposals No. 23-04 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On _____, 2023, the VILLAGE received several proposals including a proposal from CONTRACTOR for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On _____, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 2__-__-__, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP which is incorporated herein and as made part of this Agreement as if fully set forth herein and in ARTICLE 2 entitled "SCOPE OF WORK" and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 VILLAGE The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a Project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the Project timeline and as stated in Exhibit "A" to this Agreement.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contact price hereto is referred to as Contract Price and shall not exceed _____ **Dollars (\$____.00).**

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;

- (c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and
- (d) Pollution Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate. Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not

be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits

thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 12.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false

certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE:	Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	Name/Title Company name Street Address City, State, Zip Code E-mail

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

Article XIII. CONTRACT PROVISIONS AND REQUIRED FORMS

Section 13.01 Federal Funding. The Project as provided under this Agreement is expected to be funded in full or in part by a state or federal grant. Neither the United States, the State of Florida nor any of its departments, agencies or employees is or will be a party to this Agreement.

Section 13.02 Superseding Provisions. Notwithstanding any other provisions provided herein, the contract provisions listed below and set forth on the following pages were made part of the RFP for the Project and are made a part of this Agreement and shall supersede any other provisions inconsistent herein.

- (a) SUSPENSION AND DEBARMENT – *Signed and submitted with proposal*
- (b) BYRD ANTI-LOBBYING AMENDMENT – *Signed and submitted with proposal*

[Signature Page To Follow]

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ted Yates, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

[ATTACH]

Tab 1

Cover Letter

February 24, 2023

Islamorada, Village of Islands
Attn: Town Clerk
86800 Overseas Highway
Islamorada, FL 33036

Re: Library Beach Park Inclusive Playground Project (RFP 23-04)

To Whom It May Concern:

Thank you for the opportunity to provide a proposal for the Library Beach Park project. Playmore West, Inc., dba Playmore Recreational Products and Services, was established in February, 2000 in the State of Florida. Our main offices are in Fort Myers, and we have local representatives and Project Managers throughout Florida – including one in Southeast Florida. The entire Playmore team takes the task of designing and building playgrounds very seriously. The two owners of Playmore have over 55 years combined experience designing and building play structures, and we complete an average of 150 playgrounds per year. We are the exclusive manufacturer's representative in the State of Florida for our parent company, Playworld, located in Lewisburg, PA. and we hold our own Florida Certified Building Contractors License (CBC1252224), so we are able to provide a complete turnkey project from the design stage through the completed installation.

All of the playground equipment in this proposal is manufactured by Playworld at their Lewisburg facility. Playworld has been in business since 1971 and is one of the world leaders of high quality, innovative and inclusive play structures. The durability, aesthetics and warranty of Playworld equipment has no equal. This level of quality allows Playworld to offer one of the most comprehensive, non-prorated warranties in the industry. There is no cost for replacement products for the entire term of the warranty – we'll even pay the freight. Playworld products meet all safety standards including IPEMA certified to ASTM, CPSC, and are ADA accessible.

This proposal will stay in effect for 90 days after the date of issuance. Please feel free to contact me if you have questions or need additional information regarding this proposal. I can be reached at (239)-791-2400 or danb@playmoreonline.com. We look forward to working closely with you to create this exciting new playground for these project.

Sincerely,



Daniel C. Boop
Sales Manager

Introduction Playmore West, Inc.

Library Beach Inclusive Playground Project (RFP 23-04)

Corporate Name – Playmore West, Inc.
DBA – Playmore Recreational Products and Services
10271 Deer Run Farms Rd., #1
Fort Myers, FL 33966
www.playmoreonline.com

Officers and Proposal Contacts:
Ryan Russell - President
Luke Russell - Vice President

239-791-2400
info@playmoreonline.com

Incorporated in the State of Florida – February 10, 2000

Tab 2

Company Overview

Qualifications of Company

Playmore Recreational Products and Services has established an excellent reputation in Florida as the premier recreational equipment company. Playmore's owners have over 55 years experience in the recreational equipment industry and we represent only the best manufacturers.

We handle over 150 significant projects a year in the State of Florida. Our knowledgeable staff of consultants, designers, customer service personnel and installers are capable of assisting you with every aspect of your project from preliminary planning to project completion. We are a turn-key operation and are in position to help you with as little or as much as you wish. We are also a Certified Building Contractor, licensed in the State of Florida (CBC1252224).

Every Playmore employee is committed to offering quality solutions for your project. We look forward to the opportunity of assisting you! If any of our eight consultants located throughout the State of Florida can be of service to you, or answer any questions or concerns, please contact us!

We have 10 regional Project Managers throughout the state of Florida, and our closest office to the Florida Keys is our home office in Fort Myers.

Products we offer assistance with include: Playground Equipment, Inclusive Playground Equipment (ADA, Boundless, All Abilities), Playground Safety Surfacing (Engineered Wood Fiber Mulch, Artificial Turf / Synthetic Grass, Poured in Place, Rubber Mats, etc.), Climbing Boulders, Climbing Nets, Shade Structures, Shelters, Pavilions, Gazebos, Site Furnishings, Site Amenities (Benches, Picnic Tables, Trash Receptacles, etc.), Outdoor Fitness Equipment, Outdoor Exercise Equipment (for children, adults and active older adults), Athletic Equipment, Sports Goals, and just about anything else park related.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED PLAYWORLD SYSTEMS, INCORPORATED 1000 BUFFALO ROAD Lewisburg PA 17837 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Manufacturers' Assoc Ins Co 12262 INSURER B: James River Insurance Company 12203 INSURER C: Great American E & S Insurance Company 37532 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570097882422

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.

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			000959653 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY A ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			152200 0652321B CA TX 152200 0652321A AOS	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION			X5266587203 01 Excess Liab \$10m x \$10	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE \$10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	2022750652321	10/01/2022	10/01/2023	☒ 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

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

The above referenced General Liability Policy includes Broad Form Vendors Additional Insured Coverage.

CERTIFICATE HOLDER**CANCELLATION**

Playmore Recreational Products & Services-East 10271 Deer Run Farms Road Suite 1 Fort Myers FL 33912 USA	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 <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570097882422



AGENCY Aon Risk Services Central, Inc.		NAMED INSURED PLAYWORLD SYSTEMS, INCORPORATED
POLICY NUMBER See Certificate Number: 570097882422		
CARRIER See Certificate Number: 570097882422	NAIC CODE	EFFECTIVE DATE:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

[illegible]



December 8, 2022

RE: Sole Source Letter

To Whom It May Concern:

This letter is to confirm that Playmore Recreational Products and Services is the exclusive authorized contracted dealer for Playworld in the state of Florida. Furthermore, they are the exclusive agency to design, sell and install our equipment.

If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Kristi M. Teats".

Kristi M. Teats
Customer Service Manager
Playworld
Kristi.Teats@playpower.com
570-522-5447



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RUSSELL, RYAN JAMES

PLAYMORE RECREATIONAL PRODUCTS AND SERVICES
10271 DEER RUN FARMS RD - STE 1
★ FORT MYERS FL 33966 ★

LICENSE NUMBER: CBC1252224

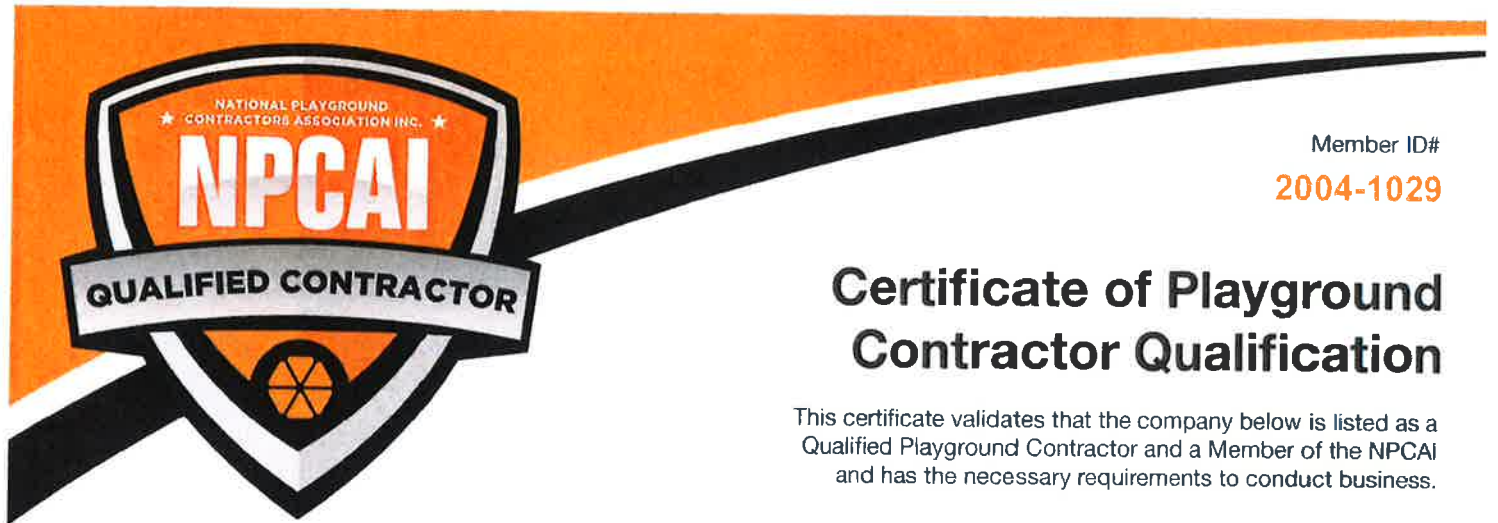
EXPIRATION DATE: AUGUST 31, 2024

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.



Member ID#
2004-1029

Certificate of Playground Contractor Qualification

This certificate validates that the company below is listed as a
Qualified Playground Contractor and a Member of the NPCAI
and has the necessary requirements to conduct business.

Playmore Recreational Products & Services
Ft. Myers, FL

This Certificate is valid until the date of
09/30/2023

A handwritten signature in black ink, appearing to read "Edward Miller, Jr.", is written over a horizontal line.

Edward Miller, Jr., NPCAI Chairman

12/08/2022

Date

A handwritten signature in black ink, appearing to read "Denise R. Calabrese", is written over a horizontal line.

Denise R. Calabrese, NPCAI Executive Director

12/08/2022

Date



CERTIFICATE OF ACHIEVEMENT

Awarded to:

Ryan Russell

Has completed the

RECREATION INSTALLATION SPECIALIST CERTIFICATION COURSE

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.



2022-1137

Certificate Number

12/31/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Edward Miller, Jr.", written over a horizontal line.

Edward Miller, Jr., NPCAI Chairman

12/13/2022

Issue Date

National Recreation and Park Association

Let it be known that

WILLIAM FARRELL

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 09, 2022

DATE CERTIFIED

53817-425

CERTIFICATION NUMBER

April 01, 2025

EXPIRATION DATE



NATIONAL RECREATION
AND PARK ASSOCIATION

Tab 3

Project Management Experience

Qualifications and Experience – Playmore West, Inc.

Playmore completes around 150 projects every year in the State of Florida. The vast majority are very similar in size and scope as this project. Since incorporation in 2000, we've completed well over 2,300 playground projects totaling more than \$130,000,000. We have completed every contract ever awarded.

Corporate Name – Playmore West, Inc.

DBA – Playmore Recreational Products and Services

10271 Deer Run Farms Rd., #1

Fort Myers, FL 33966

www.playmoreonline.com

Officers and Proposal Contacts:

Ryan Russell	President
Luke Russell	Vice President
Daniel Boop	Sales Manager
Will Farrell	Local Project Manager
239-791-2400	info@playmoreonline.com

Incorporated in the State of Florida – February 10, 2000

Awards – Four-time Playworld Organization of the Year recipient. Annually top performer in Customer Satisfaction Awards.

Playmore Recreational Products and Services has established an excellent reputation in Florida as the premier recreational equipment company. Playmore's owners have over 55 year's experience in the recreational equipment industry and we represent only the best manufacturers.

We handle over 150 significant projects a year in the State of Florida. Our knowledgeable staff of consultants, designers, customer service personnel and installers are capable of assisting you with every aspect of your project from preliminary planning to project completion. We are a turn-key operation and are in position to help you with as little or as much as you wish. We are also a Certified Building Contractor, licensed in the State of Florida (CBC1252224).

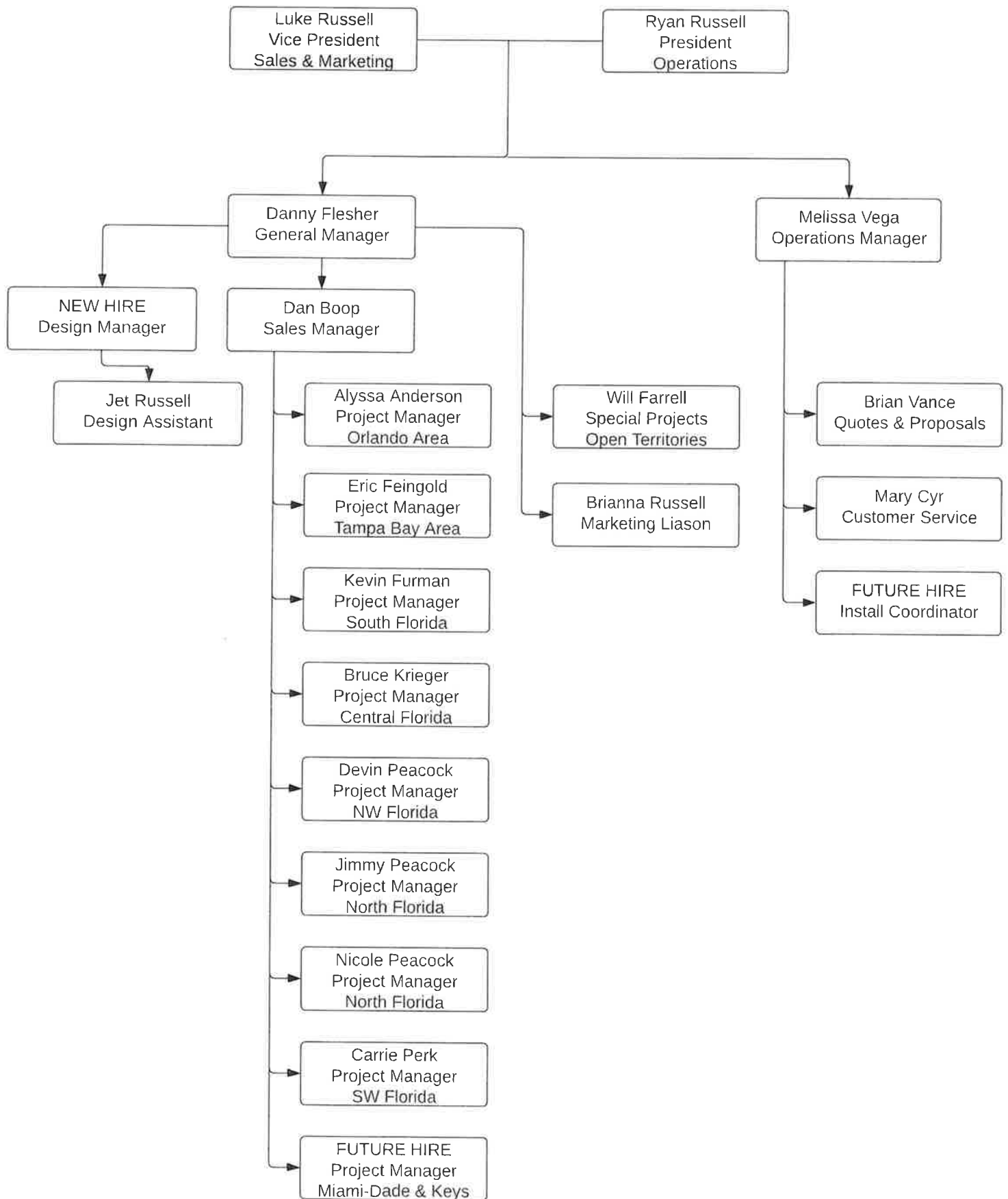
Every Playmore employee is committed to offering quality solutions for your project. We look forward to the opportunity of assisting you! If any of our eight consultants located throughout the State of Florida can be of service to you, or answer any questions or concerns, please contact us!

Products we offer assistance with include: Playground Equipment, Inclusive Playground Equipment (ADA, Boundless, All Abilities), Playground Safety Surfacing (Engineered Wood Fiber Mulch, Artificial Turf / Synthetic Grass, Poured in Place, Rubber Mats, etc.), Climbing Boulders, Climbing Nets, Shade Structures, Shelters, Pavilions, Gazebos, Site Furnishings, Site Amenities (Benches, Picnic Tables, Trash Receptacles, etc.), Outdoor Fitness Equipment, Outdoor Exercise Equipment (for children, adults and active older adults), Athletic Equipment, Sports Goals, and just about anything else park related.

Recently completed projects include:

• City of Fort Myers	Centennial Park	\$1,300,000
• City of Seminole	Waterfront Park	\$700,000
• Town of Orange Park	Clarke House Park	\$750,000

Playmore Organizational Chart



Tab 4

Project Staffing

Key Personnel for the Library Beach Park Playground Project

Will Farrell – Project Manager

- Day to day liaison with owner.
- Work with foremen in field to assure proper installation.

Installation Foreman – to be determined based on availability (we have 9)

- Responsible for complete installation on site.
 - Coordinating deliveries and unloading.
 - Unpacking
 - Assembly
 - Mounting and footings
 - Clean up
 - Punch list items

Ryan Russell – President, Administration and Operations

- Oversee all aspects of Operations, Administration and Installation.
- Possess CBC License for company and serve as Qualifier.
- Create all installation work orders.
- Schedule and coordinate all installations.
- Oversee all required building permits.

Luke Russell - Vice President, Sales and Marketing

- Guide Project Managers in their duties.
- Guide Quote and Drawing Department in their duties.
- Maintain purchasing contracts.
- Support Project Managers in the field, when needed.

Dan Boop – Sales Manager

- Directly responsible for Project Manager's performance
- Liaison between Project Managers and Ownership
- Liaison between Customers and Manufacturers

Melissa Vega – Office Manager

- Prepare all invoices.
- Oversee that A/R invoices are paid in a timely matter.
- Receive and pay all bills (with approval).
- Create all company purchase orders and track delivery.
- Keep all company insurance current.
 - Liability
 - Workers Compensation
 - Auto
- Keep all sub-contractor and vendor insurance / agreements current.
- Keep all company and individual licenses current.
- Prepare product submittals and project close out documents as needed.

Brian Vance - Estimator

- Works with Project Managers, Customers, Sub-Contractors and Freight Companies to gather information and create quotes and estimates.

Mary Cyr – Customer Service

- Assist installers, customers, and sales representatives with customer service issues.
 - Warranty Items
 - Missing / Damaged Parts
 - Shipping Issues
 - Replacement Parts

Will Farrell – Design / ACAD

- Gather and schedule custom drawing requests.
- Prepare drawings for permitting.
- Keep rendering software up to date for quality 3Ds.

Tab 5

Contractor References

Playmore West, Inc.	
Reference No. 1	
Agency Name	School Board of Sarasota County
Project Location: (complete address)	Various
Contact Person:	BJ Grant
Contact Address:	7889 Fruitville Rd. Sarasota, FL 34240
Email:	bj.grant@sarasotacountyschools.net
Telephone No.:	941-929-2083
Project Description: (playground, shade structure or fitness trail)	Playground, Surfacing and Shade
Contract Dollar Amount:	\$150,000
Completion date of project:	Multiple ongoing projects
Reference No. 2	
Agency Name	Lee County County Schools
Project Location: (complete address)	Various
Contact Person:	Sean Bradey
Contact Address:	
Email:	Seanmb@leeschools.net
Telephone No.:	239-707-0966
Project Description: (playground, shade structure or fitness trail)	Playground, Surfacing, and Shade
Contract Dollar Amount:	\$150,000
Completion date of project:	Multiple ongoing projects
Reference No. 3	
Agency Name	Brooks and Freund
Project Location: (complete address)	Various
Contact Person:	Jack Jamme
Contact Address:	5661 Independence Cir. Ste. 1 Ft. Myers, FL 33912
Email:	jack@brooksandfreund.com
Telephone No.:	239-939-5251
Project Description: (playground, shade structure or fitness trail)	Playgrounds, Surfacing, Pavilions & Shade
Contract Dollar Amount:	\$75K
Completion date of project:	Current

Reference No. 4	
Agency Name	Monroe County School Board
Project Location: (complete address)	241 Trumbel Road, Key West, FL 33040
Contact Person:	Michael Labrada, Charley Toppino & Sons
Contact Address:	255 Crane Blvd, Summerland Key, FL 33042
Email:	mladrada@charleytoppino.com
Telephone No.:	305-296-5606
Project Description: (playground, shade structure or fitness trail)	Playground equipment and installation
Contract Dollar Amount:	\$80,000
Completion date of project:	November 2022

Tab 6

Cost and Required Documentation



ISLAMORADA, VILLAGE OF ISLANDS

Library Beach Park Inclusive Playground Project

RFP 22-04

Bid Tab - Correction to Bid Item Line 8

Exhibit "B"

Proposer: Playmore West, Inc.
Option Number (may submit up to three): Option #1
(optional) Design Name or Brief Description: _____

BID ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Line Cost
Required Bid Items					
1	Mobilization and Demobilization	1		\$ 18,000.00	\$ 18,000.00
2	Performance and Payment Bonds	1		\$ 4,968.78	\$ 4,968.78
3	Design and Engineered Drawings	1		\$ 1,500.00	\$ 1,500.00
4	Removal of Existing Playground Equipment	1		\$ 12,000.00	\$ 12,000.00
5	Furnish and Install Swings			\$ 14,320.95	\$ 14,320.95
6	Furnish and Install Play structure			\$ 39,845.32	\$ 39,845.32
7	(Optional) Furnish and install sail shades proposed in design			\$ 13,500.00	\$ 13,500.00
8	Furnish and Install Poured-in-Place Rubber Playground Surfacing			\$ 142,000.00	\$ 142,000.00
9	Furnish and Install Benches			\$ 2,401.20	\$ 2,401.20
				Sub-Total	\$ 248,536.24
				Contingency	\$ 20,000.00
				Bid Total	\$ 268,536.24
Additions Items Included in Proposed Design					
1	NA			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
				Sub-Total Adds.	\$

Required Attachments to Bid Tab

1. Scaled site plan
2. Manufacturers literature with pictures of equipment
3. Manufacturers literature with specifications for each item or component of the equipment being proposed
4. Manufacturers literature with proof of required certifications
5. Manufacturer warranties
6. Proof of Manufacturer's Product Liability Insurance
7. Proof of installer factory certification



Library Beach Park Opt 1.

Village of Islamorada, FL

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer
PLAYWORLD
The world needs play.



Library Beach Park Opt 1.

Village of Islamorada, FL

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer
PLAYWORLD
The world needs play.



Library Beach Park Opt 1.

Village of Islamorada, FL

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

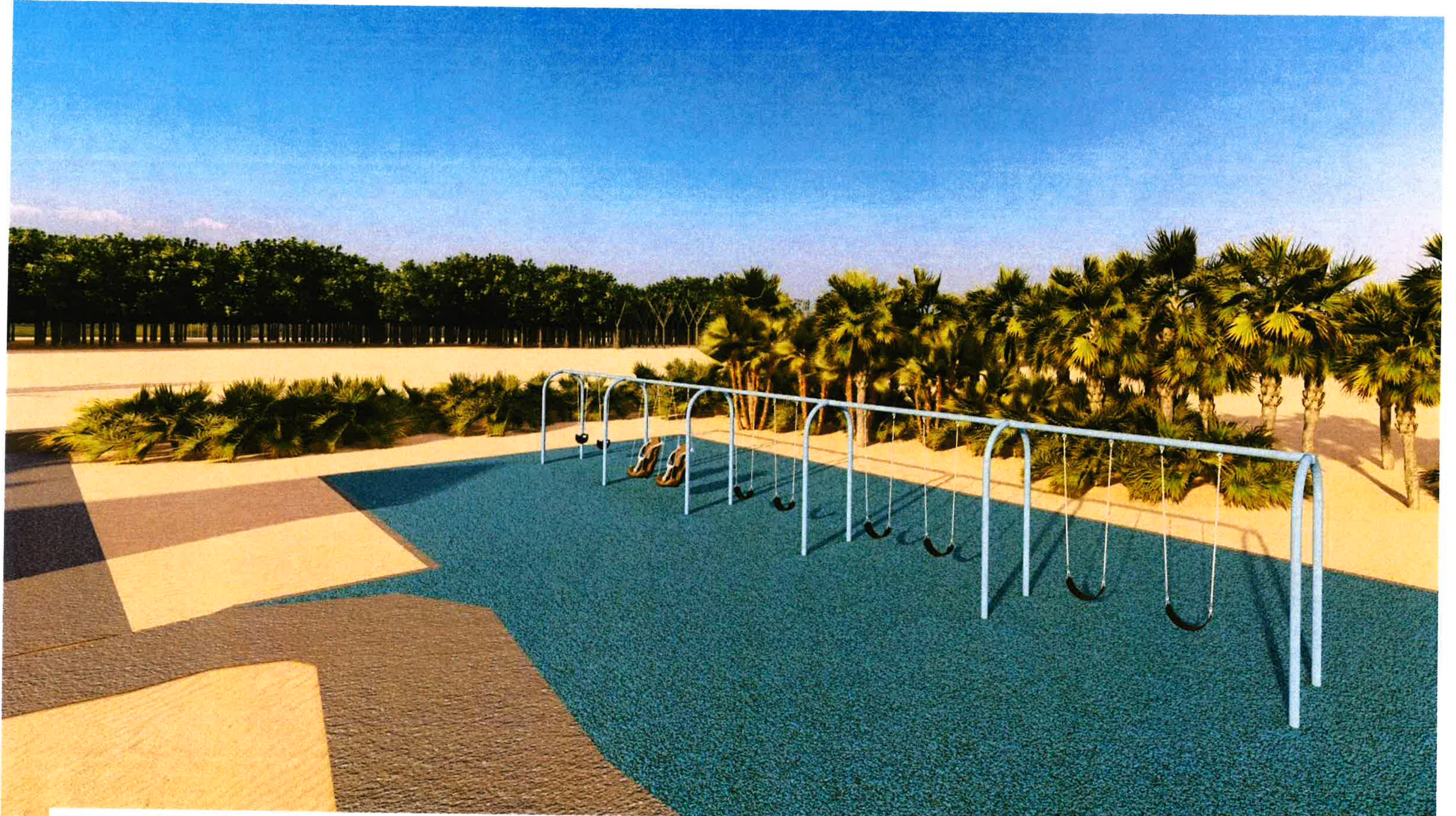


Library Beach Park Opt 1.

Village of Islamorada, FL

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer
PLAYWORLD
The world needs play.



Library Beach Park Opt 1.

Village of Islamorada, FL

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer
PLAYWORLD
The world needs play.

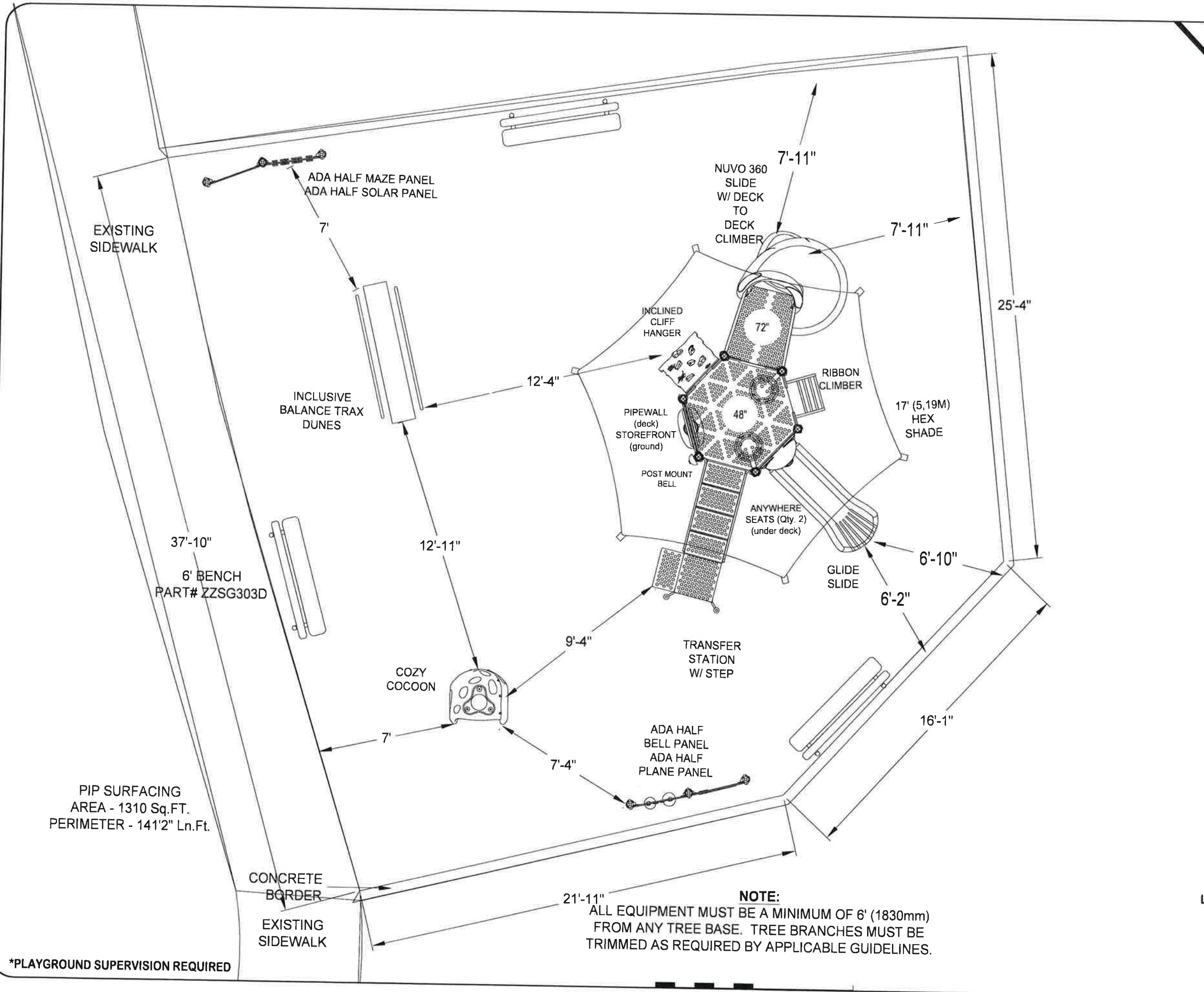


Library Beach Park Opt 1.

Village of Islamorada, FL

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer
PLAYWORLD
The world needs play.



Playmore Recreational
Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
SEE DWG

USE ZONE:
SEE DWG

AREA:
1310 SqFt.

PERIMETER:
141'2"

FALL HEIGHT:
6 Ft.

USER CAPACITY:
33

AGE GROUP:
2-12

ADA SCHEDULE

Total Elevated Play Activities:			4
Total Ground-Level Play Activities:			5
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	2	2	3
Provided	3	5	6

✓ ASTM F1487-21
✓ CPSC #325



PROJECT NO:
Library Beach Park Opt 1

SCALE:
3/32"=1'-0"

DRAWN BY:
WILL FARRELL

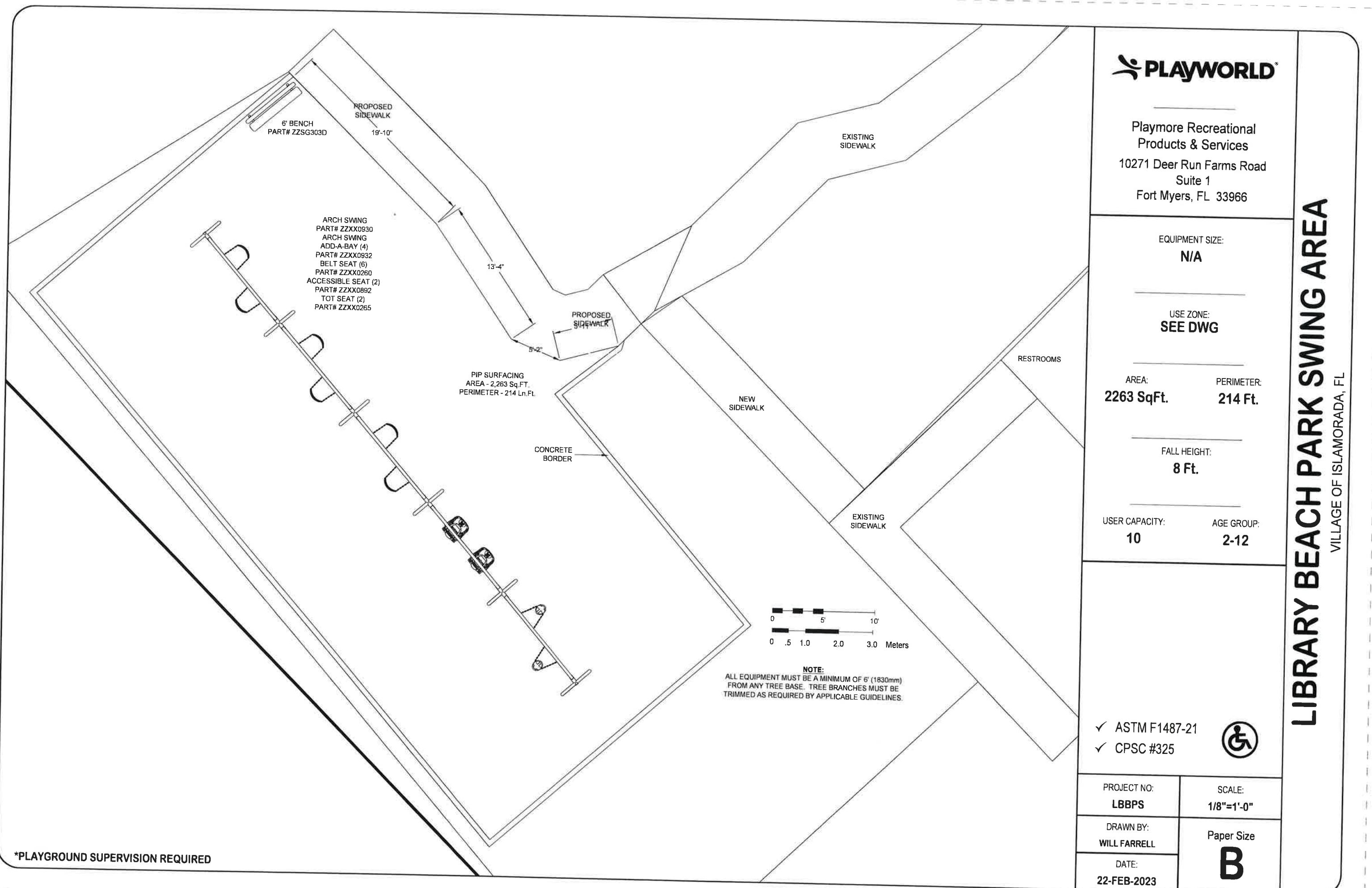
Paper Size

DATE:
22-FEB-2023

B

*PLAYGROUND SUPERVISION REQUIRED

LIBRARY BEACH PARK PG AREA 1
VILLAGE OF ISLAMORADA, FL



Playmore Recreational
Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
N/A

USE ZONE:
SEE DWG

AREA:
2263 SqFt.

PERIMETER:
214 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY:
10

AGE GROUP:
2-12

- ✓ ASTM F1487-21
- ✓ CPSC #325



PROJECT NO:
LBBPS

SCALE:
1/8"=1'-0"

DRAWN BY:
WILL FARRELL

Paper Size

DATE:
22-FEB-2023

B

LIBRARY BEACH PARK SWING AREA

VILLAGE OF ISLAMORADA, FL

*PLAYGROUND SUPERVISION REQUIRED



ISLAMORADA, VILLAGE OF ISLANDS

Library Beach Park Inclusive Playground Project

RFP 22-04

Bid Tab - Correction to Bid Item Line 8

Exhibit "B"

Proposer: Playmore West, Inc.
Option Number (may submit up to three): Option #2
(optional) Design Name or Brief Description: _____

BID ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Line Cost
Required Bid Items					
1	Mobilization and Demobilization	1		\$ 29,000.00	\$ 29,000.00
2	Performance and Payment Bonds	1		\$ 9,222.49	\$ 9,222.49
3	Design and Engineered Drawings	1		\$ 1,500.00	\$ 1,500.00
4	Removal of Existing Playground Equipment	1		\$ 12,000.00	\$ 12,000.00
5	Furnish and Install Swings			\$ 14,320.95	\$ 14,320.95
6	Furnish and Install Play structure			\$ 140,662.61	\$ 140,662.61
7	(Optional) Furnish and install sail shades proposed in design			\$ 35,198.00	\$ 35,198.00
8	Furnish and Install Poured-in-Place Rubber Playground Surfacing			\$ 217,000.00	\$ 217,000.00
9	Furnish and Install Benches			\$ 2,401.20	\$ 2,401.20
				Sub-Total	\$ 461,305.24
				Contingency	\$ 20,000.00
				Bid Total	\$ 481,305.24
Additions Items Included in Proposed Design					
1	NA			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
				Sub-Total Adds.	\$

Required Attachments to Bid Tab

- Scaled site plan
- Manufacturers literature with pictures of equipment
- Manufacturers literature with specifications for each item or component of the equipment being proposed
- Manufacturers literature with proof of required certifications
- Manufacturer warranties
- Proof of Manufacturer's Product Liability Insurance
- Proof of installer factory certification



Library Beach Park

Village of Islamorada, FL

23-10804A

Sales Representative

PLAYMORE

Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
Azure	Brownstone	Blue-Yellow	Gray
Teal	Graystone	Beige-Gray	



Library Beach Park
Village of Islamorada, FL
23-10804A

Sales Representative
PLAYMORE
Recreational
Products & Services

Equipment Manufacturer
PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
 Azure	 Brownstone	 Blue-Yellow	 Gray
 Teal	 Graystone	 Beige-Gray	



Library Beach Park

Village of Islamorada, FL

23-10804A

Sales Representative

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT

Azure
Teal

ROTOMOLD PLASTIC

Brownstone
Graystone

2-COLOR PLASTIC

Blue-Yellow
Beige-Gray

ECO-ARMOR

Gray



Library Beach Park

Village of Islamorada, FL

23-10804A

Sales Representative

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT

Azure
Teal

ROTOMOLD PLASTIC

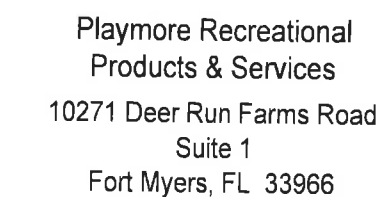
Brownstone
Graystone

2-COLOR PLASTIC

Blue-Yellow
Beige-Gray

ECO-ARMOR

Gray



USE ZONE:
SEE DWG

PERIMETER:
SEE DWG

USER CAPACITY:
90

AGE GROUP:
5-12

ADA SCHEDULE	Total Elevated Play Activities: 12	
	Total Ground-Level Play Activities: 8	
	Accessible Elevated Activities	Accessible Ground-Level Activities
	Accessible Elevated Activities	Accessible Ground-Level Play Types
	Required	6
Provided	12	8

- ✓ ASTM F1487-21
- ✓ CPSC #325



PROJECT NO:
23-10804A

SCALE:
3/32"=1'-0"

DRAWN BY:
B. MCCAFFERY

Paper Size

DATE:
15-FEB-2023

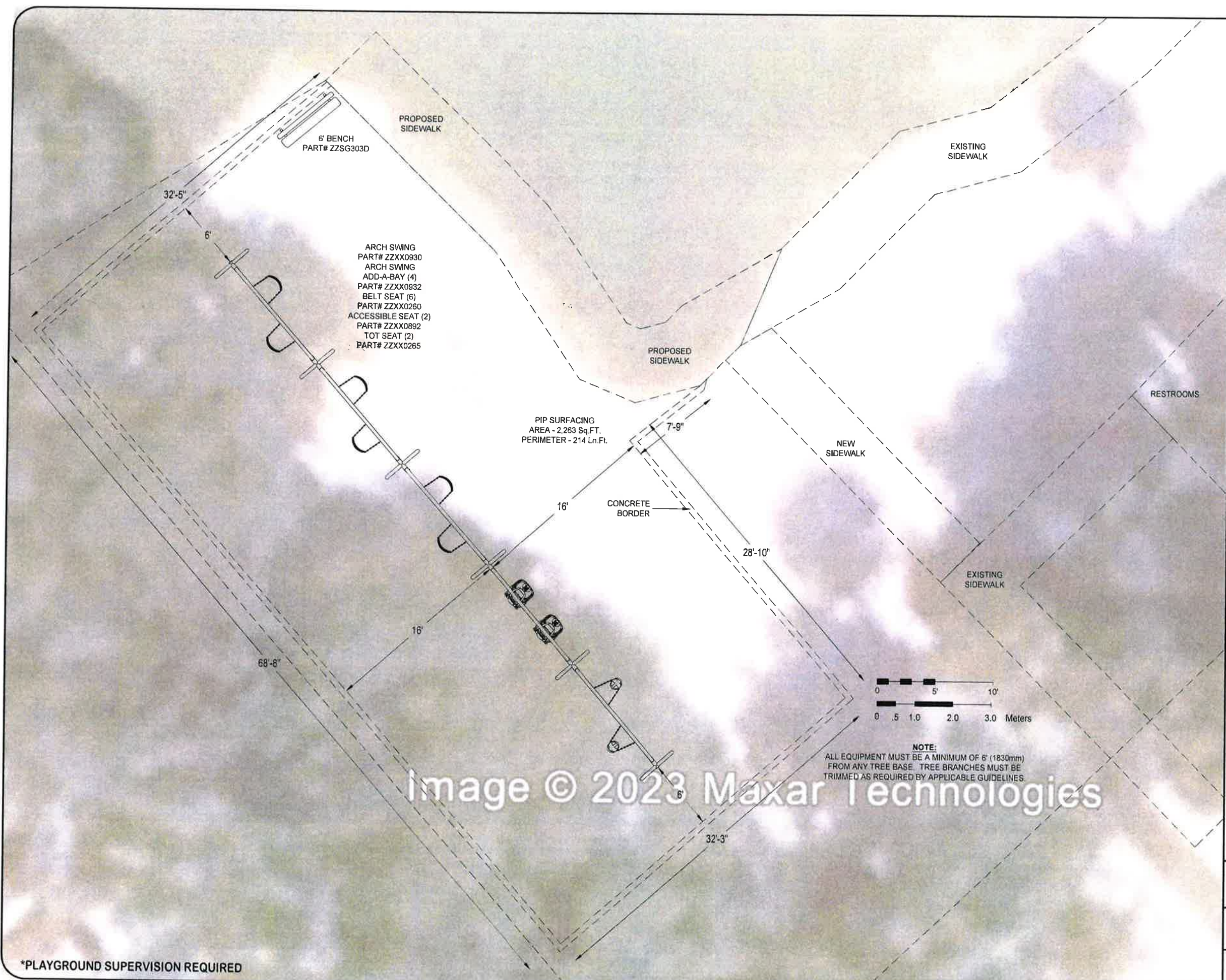
B

LIBRARY BEACH PARK

VILLAGE OF ISLAMORADA, FL

Library Beach Park

***PLAYGROUND SUPERVISION REQUIRED**



Playmore Recreational
Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
N/A

USE ZONE:
SEE DWG

AREA:
SEE DWG

PERIMETER:
SEE DWG

FALL HEIGHT:
8 Ft.

USER CAPACITY:
10

AGE GROUP:
2-12

ADA SCHEDULE	Total Elevated Play Activities: 0		
	Total Ground-Level Play Activities: 10		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided	0	10	1

✓ ASTM F1487-21
✓ CPSC #325



PROJECT NO:
23-10804A

SCALE:
1/8"=1'-0"

DRAWN BY:
B. MCCAFFERY

Paper Size
B

DATE:
15-FEB-2023

LIBRARY BEACH PARK

VILLAGE OF ISLAMORADA, FL

*PLAYGROUND SUPERVISION REQUIRED

3.50in x 88in STEEL POST w/CAP

3.5 in. Support Post with End Cap

Shall be fabricated of 3.5 in. Outside diameter, 13 gauge galvanized steel tubing. (See Tubing) Shall have a factory installed 319 type aluminum alloy end cap secured with drive rivets. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Steel Tubing - 3.25 in. OD, 13 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZCH0356



* See Note

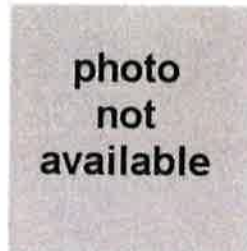
Component Number:	ZZCH0356
Specification Rev:	PA1181
Component Weight:	29.71 Lbs.
Amount of Concrete:	0.13 Yds.
Pre-Consumer Recycle:	5.94 Lbs.
Post-Consumer Recycle:	12.18 Lbs.
CO2e Footprint:	39.50 Kgs.

3.5in OD x 210in LARGE SHADE HAT POST (72in & 84in DECK)

Steel Tubing - 3.5 in. OD, 13 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZCH0387



* See Note

Component Number:	ZZCH0387
Specification Rev:	PA1206
Component Weight:	66.12 Lbs.
Amount of Concrete:	0.47 Yds.
Pre-Consumer Recycle:	22.66 Lbs.
Post-Consumer Recycle:	46.45 Lbs.
CO2e Footprint:	83.30 Kgs.

FULL HEX COATED DECK ASSEMBLY

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Coated Deck / Platform - 12 ga

Shall be an all welded assembly fabricated of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface shall have .50 in x 1.00 in. slots. Entire weldment shall have a protective coating. (See Coated Finish)

ZZCH0619



* See Note

Component Number:	ZZCH0619
Specification Rev:	NA
Number of Users:	6
Pre-Consumer Recycle:	10.68 Lbs.
Post-Consumer Recycle:	35.92 Lbs.
CO2e Footprint:	444.00 Kgs.

TRANSFER STATION W/BARRIERS (48in DECK)

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Transfer Deck Support Leg

ZZCH2027



Shall be an all welded assembly fabricated of 2.375 in. outside diameter, 12 gauge galvanized steel tubing; 1.66 in. outside diameter, 13 gauge galvanized steel tubing; and .188 in. hot rolled flat steel. (See Tubing.) Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

* See Note

Component Number: ZZCH2027
Specification Rev: NA
Component Weight: 254.26 Lbs.
Number of Users: 3
Amount of Concrete: 0.09 Yds.
Pre-Consumer Recycle: 33.85 Lbs.
Post-Consumer Recycle: 81.32 Lbs.
CO2e Footprint: 491.80 Kgs.

Barrier CH/EX sm rung

Shall be an all-welded assembly fabricated of .815 in. Outside diameter, 15 gauge galvanized steel tubing; 1.029 in. Outside diameter, 14 gauge galvanized steel tubing and 1.315 in. Outside diameter, 14 gauge galvanized steel tubing. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Grabbit

Shall be an all welded assembly fabricated of 2.375 in. outside diameter, 12 gauge galvanized steel tubing; 1.029 in. outside diameter, 14 gauge galvanized steel tubing; and .188 in. zinc plated, hot rolled, pickled and oiled flat steel. (See Tubing) Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Coated Transfer Deck

Shall be an all welded assembly die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Entire deck weldment shall have a protective coating. (See Coated Finish)

Coated Transfer Stair

Shall be an all welded assembly fabricated of 14 gauge hot rolled, pickled and oiled flat steel for the step treads, and 11 gauge hot rolled, pickled and oiled flat steel for the stringers. Entire stair weldment shall have a protective coating. (See Coated Finish)

Steel Tubing - .815 in. OD, 15 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

GLIDE SLIDE (48IN DECK)

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Tie Rod - 1.315" x 14 ga.

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing (See Tubing). Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Anchor Leg - 2.38" OD x 12 Ga.

Shall be an all welded assembly fabricated of 2.38 in. outside diameter, 12 gauge galvanized steel tubing; 12 gauge galvanized sheet steel and zinc plated .25" black sheet steel. (See Tubing) Finished with a baked on superdurable polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Glide Slide Canopy

Shall be rotationally molded from Exxon CP-812 polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable. Shall have molded in threaded inserts, and 1.315 in. outside diameter, 14 gauge galvanized steel tubing color matched to the plastic. Tubing shall be finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Glide Slide

Shall be rotationally molded from Exxon CP-812 polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable.

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH3126



* See Note

Component Number: ZZCH3126
Specification Rev: NA
Number of Users: 2
Amount of Concrete: 0.03 Yds.
Pre-Consumer Recycle: 3.90 Lbs.
Post-Consumer Recycle: 8.07 Lbs.
CO2e Footprint: 491.50 Kgs.

SLIDE- NUVO 360 SPIRAL SLIDE

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Spiral Slide Barrier (13 ga)

Shall be an all welded assembly fabricated of 1.66 in. outside diameter, 13 gauge galvanized steel tubing, 1.029 in. outside diameter, 14 gauge galvanized steel tubing, and 14 gauge zinc plated steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Spiral Slide Exit Support Post (2-3/8")

Shall be an all welded assembly fabricated of 2.38 in. outside diameter, 12 gauge galvanized steel tubing, and 11 gauge black sheet steel (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Spiral Slide Exit Support Leg

Shall be an all welded assembly fabricated of 3.5 in. outside diameter, 13 gauge galvanized steel tubing, and 11 gauge zinc plated steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Coated Deck / Platform (Black Steel) - PVC

Shall be an all welded assembly fabricated of 12 gauge black sheet steel and 14 gauge black sheet steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge black sheet steel. Deck surface shall have .33 in. (9mm) diameter x 1 in. (26 mm) long perforated slots. Entire weldment shall have a protective coating. (See Coated Finish)

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.66 in. OD, 13 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH3537



* See Note

Component Number:	ZZCH3537
Specification Rev:	NA
Component Weight:	650.00 Lbs.
Number of Users:	2
Amount of Concrete:	0.15 Yds.
Pre-Consumer Recycle:	42.58 Lbs.
Post-Consumer Recycle:	94.31 Lbs.
CO2e Footprint:	1,416.60 Kgs.

CENTERLINE PIPE WALL BARRIER

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Pipe Wall Barrier - CH/EX sm.rung

Shall be an all-welded assembly fabricated of 3/16 in. hot rolled, pickled and oiled flat steel; 1.029 in. outside diameter, 14 gauge galvanized steel tubing and .815 in. outside diameter, 15 gauge galvanized steel tubing. (See Tubing). Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Steel Tubing - .815 in. OD, 15 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZCH4095



* See Note

Component Number:	ZZCH4095
Specification Rev:	PA835
Component Weight:	28.74 Lbs.
Pre-Consumer Recycle:	0.60 Lbs.
Post-Consumer Recycle:	1.30 Lbs.
CO2e Footprint:	70.80 Kgs.

ACCESSIBLE MAZE PANEL

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Panel Connector

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

ZZCH4396



* See Note

Component Number:	ZZCH4396
Specification Rev:	NA
Component Weight:	17.90 Lbs.

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Number of Users: 1
Pre-Consumer Recycle: 5.21 Lbs.
Post-Consumer Recycle: 3.31 Lbs.
CO2e Footprint: 158.00 Kgs.

ACCESSIBLE PLANE PANEL**3.5 in. Die Cast Alloy Clamp**

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Panel Connector

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Spacer / Connector / Cover - Delrin

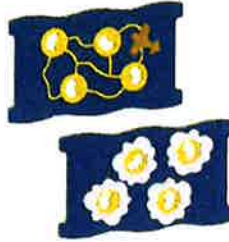
Shall be machined from black Delrin.

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Plastic Panel - .5 in.

Shall be fabricated of .50 in. (12 mm) high density sheet polyethylene. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact), D-746 (Brittleness), D-1525 (Vicat Softening Point).

ZZCH4399

* See Note

Component Number: ZZCH4399
Specification Rev: NA
Component Weight: 22.67 Lbs.
Number of Users: 1
Pre-Consumer Recycle: 6.51 Lbs.
Post-Consumer Recycle: 3.31 Lbs.
CO2e Footprint: 211.60 Kgs.

ACCESSIBLE SOLAR SYSTEM PANEL**3.5 in. Die Cast Alloy Clamp**

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Panel Connector

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Spacer / Connector / Cover - Delrin

Shall be machined from black Delrin.

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

ZZCH4407

* See Note

Component Number: ZZCH4407
Specification Rev: PA0966
Component Weight: 21.42 Lbs.
Number of Users: 1
Pre-Consumer Recycle: 6.10 Lbs.
Post-Consumer Recycle: 3.31 Lbs.
CO2e Footprint: 242.20 Kgs.

ACCESSIBLE BELL PANEL**ZZCH4409**

Bell - Aluminum

Cast of regular 319 (319.0-F) aluminum. Ultimate tensile strength shall be 27 ksi. Yield strength shall be 18 ksi. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coa) ASTM Specifications: B-26. Federal Specifications: QQ-A-601

Connector - reg 319 aluminum

Cast of regular 319 (319.0-F) aluminum. Ultimate tensile strength shall be 27 ksi. Yield strength shall be 18 ksi. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Connector / Adapter - 535 Almag

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Plastic Panel - .5 in.

Shall be fabricated of .50 in. (12 mm) high density sheet polyethylene. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact), D-746 (Brittleness), D-1525 (Vicat Softening Point).

7in BELL (POST MOUNT)**3.5 in. Narrow Clamp Band**

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Bell - Aluminum

Cast of regular 319 (319.0-F) aluminum. Ultimate tensile strength shall be 27 ksi. Yield strength shall be 18 ksi. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coa) ASTM Specifications: B-26. Federal Specifications: QQ-A-601

Bracket - Bell

Shall be an all welded assembly fabricated of 1.315 in. Outside diameter, 14 gauge galvanized steel tubing and .25 in. zinc plated, hot rolled flat steel. (See Tubing) Finished with a baked on polyester powder coat or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ANYWHERE SEAT**3.5 in. Cast Clamp Band**

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish).

Frame - Seat (Kidnic)

Shall be an all welded assembly fabricated of 3.5 in. outside diameter, 8 gauge galvanized steel tubing; 2.875 in. outside diameter, 8 gauge galvanized steel tubing; and zinc plated 0.25 in. hot rolled pickled and oiled flat steel plate. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Coated Seat

Shall be an all welded assembly fabricated from 1.315" OD black steel tubing w/ a .109" wall thickness; 1.029" OD black steel tubing w/ a .109" wall thickness; 11 gauge hot rolled, pickled and oiled flat steel, 12 gauge black sheet steel; and 14 gauge black sheet steel.



* See Note

Component Number: ZZCH4409
Specification Rev: NA
Component Weight: 22.16 Lbs.
Number of Users: 1
Pre-Consumer Recycle: 6.84 Lbs.
Post-Consumer Recycle: 6.06 Lbs.
CO2e Footprint: 210.50 Kgs.

ZZCH4556

* See Note

Component Number: ZZCH4556
Specification Rev: PA0979
Component Weight: 4.61 Lbs.
Number of Users: 1
Pre-Consumer Recycle: 1.50 Lbs.
Post-Consumer Recycle: 2.09 Lbs.
CO2e Footprint: 41.30 Kgs.

ZZCH4578

* See Note

Component Number: ZZCH4578
Specification Rev: PA1294
Component Weight: 31.10 Lbs.
Number of Users: 1

Entire weldment shall have a protective coating. (See EcoArmor Coated Finish)

Pre-Consumer Recycle: 4.30 Lbs.
Post-Consumer Recycle: 9.80 Lbs.
CO2e Footprint: 89.70 Kgs.

STORE FRONT PANEL

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Oval Panel Connector

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See SuperDurable Polyester Powder Coat Finish)

Rotomolded Plastic Panel/Component - .25 in.

Shall be rotationally molded from linear low density polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable.

ZZCH4646



* See Note

Component Number: ZZCH4646
Specification Rev: PA768
Component Weight: 33.98 Lbs.
Number of Users: 3
Pre-Consumer Recycle: 1.64 Lbs.
Post-Consumer Recycle: 3.35 Lbs.
CO2e Footprint: 242.80 Kgs.

24IN DECK TO DECK CLIMBER

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Coated Climber Panel

Climber panel shall be die-formed from a single sheet of 11 gauge hot rolled, pickled and oiled flat steel. Climber panel surface shall have .75 in. (1.9 cm) diameter perforated holes. Entire Climber panel weldment shall have a protective coating. (See Coated Finish)

Barrier Gate - Round Tube -Upper (7 Gauge Tab)

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing and 7 gauge hot rolled, pickled and oiled flat steel. (See Tubing) All tube to tube weld connections shall be coped before welding to provide a clean look and the strongest joint possible. Flattened or partially flattened tube weld connections are not acceptable. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH6190



* See Note

Component Number: ZZCH6190
Specification Rev: NA
Number of Users: 1
Pre-Consumer Recycle: 5.01 Lbs.
Post-Consumer Recycle: 12.62 Lbs.
CO2e Footprint: 145.30 Kgs.

INCLINED CLIFF HANGER (48in DECK)

3.5 in. Cast Clamp Band

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish).

Handhold - Climbing Wall

Hand grips shall be manufactured of polyurethane and are uniquely textured for slip resistance. Hand grips must be also formulated to withstand extreme impacts and be highly resistant to ultraviolet light and chemicals. Hand grip material must be manufactured from materials having a proven record in the climbing industry. Each hand grip shall be recessed into the climbing structure with a shape unique to the individual hand grip. Hand grips not recessed can rotate or turn and are not acceptable. Hand grips shall have a Lifetime Warranty. Anything other than a Lifetime Warranty is not acceptable.

Barrier Gate w/o plate

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing; 1.029 in. outside diameter, 14 gauge galvanized steel tubing; and .25 in. hot rolled, pickled and oiled flat steel. (See Tubing) All tube to tube weld connections shall be coped before welding to provide a clean look and the strongest joint possible. Flattened or partially flattened tube weld connections are not acceptable. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Support Leg - Tree Climber

Shall be an all welded assembly fabricated of 2.375 in. outside diameter, 12 gauge galvanized steel tubing and 11 gauge hot rolled, pickled, and oiled flat steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Plastic Panel - .75 in.

ZZCH6987



* See Note

Component Number: ZZCH6987
Specification Rev: ECN2023
Component Weight: 107.60 Lbs.
Number of Users: 1
Amount of Concrete: 0.06 Yds.
Pre-Consumer Recycle: 47.41 Lbs.
Post-Consumer Recycle: 39.82 Lbs.
CO2e Footprint: 447.20 Kgs.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

RIBBON CLIMBER (48in DECK)

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Ribbon Climber

Shall be an all-welded assembly fabricated of 1.315 in. outside diameter, 14 gauge galvanized tubing. (See Tubing) Finished with a baked-on polyester coating. (See Superdurable Polyester Powder Coat Finish)

Barrier Gate - Round Tube -Upper (7 Gauge Tab)

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing and 7 gauge hot rolled, pickled and oiled flat steel. (See Tubing) All tube to tube weld connections shall be coped before welding to provide a clean look and the strongest joint possible. Flattened or partially flattened tube weld connections are not acceptable. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH8290



* See Note

Component Number:	ZZCH8290
Specification Rev:	ECN1498
Component Weight:	38.72 Lbs.
Number of Users:	2
Amount of Concrete:	0.06 Yds.
Pre-Consumer Recycle:	7.86 Lbs.
Post-Consumer Recycle:	16.18 Lbs.
CO2e Footprint:	109.50 Kgs.

APPROACH STEP FOR TRANSFER STATION

Kickplate / Nose Bracket

Shall be fabricated from a single sheet of 14 gauge galvanized sheet steel. Shall have a minimum G60 galvanizing and regular spangle commercial quality. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

2.375 in. Support Post with Plate

Shall be fabricated of 2.375 in. outside diameter, 12 gauge galvanized steel tubing; and .125 in. zinc plated, hot rolled flat steel. (See Tubing) Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Approach Step

Approach step shall be an all-welded assembly fabricated of 11 gauge and 14 gauge hot rolled, pickled and oiled flat steel. Approach step surface and sides shall be die-formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Entire deck weldment shall have a protective coating. (See Coated Finish)

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

AZUN2019



* See Note

Component Number:	AZUN2019
Specification Rev:	NA
Number of Users:	1
Amount of Concrete:	0.04 Yds.
Pre-Consumer Recycle:	3.65 Lbs.
Post-Consumer Recycle:	9.81 Lbs.
CO2e Footprint:	72.10 Kgs.

PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL

Surfacing Warning Label

Shall be a pressure sensitive adhesive white vinyl label laminated with clear mylar for weather resistance. Shall contain the following text: Warning! Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls. Shall be tamper resistant to deter removal.

CD

Contains all installation and maintenance information for the ordered equipment. Also contains web links and other pertinent information.

Aerosol Paint

4.5 oz can of aerosol spray paint matching the component / post color to be used for touch-up purposes.

Aerosol Primer

AZUN9930



* See Note

Component Number:	AZUN9930
Specification Rev:	ECN1125

4.5 oz can of rust resistant gray primer spray aerosol to be used as a first coat for component touch-up.

Graffiti Remover Towels

Shall be an container of 12 premoistened towelettes. Ingredients are environmentally safe, biodegradable and VOC compliant. Manufactured by SEI Chemical. Shall be shipped as part of the structure maintenance kit.

Sandpaper - Maint. Kit

Shall consist of 1 sheet each of 80, 100, and 150 grit sandpaper.

Hardware - Pipe Systems

Shall be a bag of assorted hardware, hex wrenches and screw driver bits common to most composite playground structures. (See General Hardware Reference)

Maintenance Program Box

Shall be a 3 piece box shipped to the end user of recreational equipment. Shall contain all appropriate documentation and repair materials. Shall be properly identified with the installation location.

Component Weight: 13.07 Lbs.
Pre-Consumer Recycle: 0.08 Lbs.
Post-Consumer Recycle: 0.41 Lbs.
CO2e Footprint: 89.80 Kgs.

BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL

Chain 4/0

MEETS ASTM SPECIFICATION B633 FOR ELECTRODEPOSITED ZINC PLATING. SERVICE CONDITION CLASSIFICATION #1 (MILD). TYPE VI - AS PLATED WITHOUT SUPPLEMENTARY TREATMENTS. MINIMUM THICKNESS: 5 MICROMETERS (SC1). BRIGHT, SEMI BRIGHT, OR DULL LUSTER IS ACCEPTABLE.

Swing Seat - belt

Shall be fabricated from .5 in. (13 mm) thick ethylene propylene diene monomer with a T-301 full hard .020 in. (.51 mm) carbon steel insert. A triangular galvanized steel bracket and plate shall be secured to seat with galvanized rivets for chain attachments. Seat shall be slash-proof.

ZZXX0260



* See Note

Component Number: ZZXX0260
Specification Rev: NA
Component Weight: 8.80 Lbs.
Number of Users: 1
Pre-Consumer Recycle: 4.99 Lbs.
Post-Consumer Recycle: 2.72 Lbs.
CO2e Footprint: 53.90 Kgs.

INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL

Chain 4/0

MEETS ASTM SPECIFICATION B633 FOR ELECTRODEPOSITED ZINC PLATING. SERVICE CONDITION CLASSIFICATION #1 (MILD). TYPE VI - AS PLATED WITHOUT SUPPLEMENTARY TREATMENTS. MINIMUM THICKNESS: 5 MICROMETERS (SC1). BRIGHT, SEMI BRIGHT, OR DULL LUSTER IS ACCEPTABLE.

Swing Seat - Extra Tough Tot

Shall be fabricated from .5 in. (13 mm) thick ethylene propylene diene monomer with a T-301 full hard .020 in. (.51 mm) carbon steel insert. A triangular galvanized steel bracket and plate shall be secured to seat with galvanized rivets for chain attachments. Seat shall be slash-proof.

ZZXX0265



* See Note

Component Number: ZZXX0265
Specification Rev: NA
Component Weight: 11.31 Lbs.
Number of Users: 1
Pre-Consumer Recycle: 1.76 Lbs.
Post-Consumer Recycle: 0.96 Lbs.
CO2e Footprint: 89.70 Kgs.

BALANCE TRAX DUNES

Frame - 1.66 O.D. x 13 GA w/ 10 GA plate

Shall be fabricated of 1.66 in. outside diameter, 13 gauge galvanized steel tubing, and 10 gauge galvanized flat steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Support Post - 2.38" OD x 12 ga. - 13 ga.

Shall be fabricated from 2.38 in. outside diameter, 12 gauge galvanized steel tubing, 1.90 in. outside diameter, 13 gauge galvanized steel tubing with factory installed crimped inserts at each end. (See Tubing) Finished with a baked on polyester powder coating. (See SuperDurable Polyester Powder Coat Finish)

Platform - 14 ga. - 11 ga. (PVC)

Shall be an all welded assembly fabricated of 14 gauge black sheet perforated steel and 11 gauge black sheet steel. Platform surface shall be a formed one-piece construction. Finished with a PVC coating. (See PVC Coating)

ZZXX0343



* See Note

Component Number: ZZXX0343
Specification Rev: NA
Component Weight: 145.81 Lbs.
Number of Users: 2
Amount of Concrete: 0.18 Yds.
Pre-Consumer Recycle: 18.96 Lbs.
Post-Consumer Recycle: 45.90 Lbs.

CO2e Footprint:

362.40 Kgs.

COZY COCOON - SPINNING

Casting / Almag 35

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Finished with a 420 micro finish and a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Casting - 319 Alum.

Cast of regular 319 (319.0-F) aluminum. Ultimate tensile strength shall be 27 ksi. Yield strength shall be 18 ksi. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-801.

Rotomolded Component

Shall be rotationally molded from linear low density polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable. Threaded inserts may be molded into the plastic to provide attachment points.

Cocoon Bearing Assembly

Shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing; 3.5 in. outside diameter, 13 gauge galvanized steel tubing (See Tubing). Bearings manufactured with U.H.M.W. Polyethylene. Finished with a Polyester Powder Coat Finish (See Polyester Powder Coat Finish).

ZZXX0483



* See Note

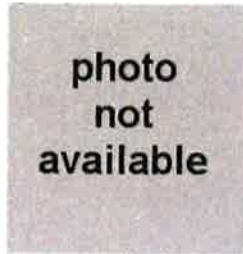
Component Number:	ZZXX0483
Specification Rev:	NA
Component Weight:	132.00 Lbs.
Number of Users:	3
Amount of Concrete:	0.13 Yds.
Pre-Consumer Recycle:	16.13 Lbs.
Post-Consumer Recycle:	26.65 Lbs.
CO2e Footprint:	834.00 Kgs.

ACCESSIBLE SWING SEAT- 8ft TOP RAIL

ADA Swing Seat

Shall be constructed of Rockite including a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum.

ZZXX0892



* See Note

Component Number:	ZZXX0892
Specification Rev:	NA
Component Weight:	51.90 Lbs.
Number of Users:	1
Pre-Consumer Recycle:	3.85 Lbs.
Post-Consumer Recycle:	2.10 Lbs.
CO2e Footprint:	639.20 Kgs.

3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL

3.5 in. Support Post - 13 ga.

Shall be fabricated of 3.5 in. outside diameter, 13 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

3.5 in. Top Rail

Shall be 3.5 in. outside diameter, 8 gauge galvanized steel tubing. Shall be finished with a baked on polyester powder coat (See Superdurable Polyester Powder Coat Finish).

ZZXX0930



* See Note

Component Number:	ZZXX0930
Specification Rev:	NA
Component Weight:	314.50 Lbs.
Amount of Concrete:	0.52 Yds.
Pre-Consumer Recycle:	62.89 Lbs.
Post-Consumer Recycle:	128.46 Lbs.
CO2e Footprint:	91.20 Kgs.

* The photos shown are for product representation only. The actual products may vary in size and color depending upon application.

3.5in OD x 100in STEEL POST W/ RIVETED CAP

ZZCH0007

3.5 in. Support Post - 13 ga.

Shall be fabricated of 3.5 in. outside diameter, 13 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Crown/Post/End Cap

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Each crown and post cap shall be fastened to the end of the tubing with drive rivets. Plastic post end caps and plastic rivets are unacceptable. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Drive Rivet

The rivet shall be fabricated of 2117 aluminum alloy. The pin shall be fabricated of 7075 aluminum alloy.

Steel Tubing - 3.5 in. OD, 13 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.



* See Note

Component Number:	ZZCH0007
Specification Rev:	ECN343
Component Weight:	31.61 Lbs.
Amount of Concrete:	0.13 Yds.
Pre-Consumer Recycle:	6.32 Lbs.
Post-Consumer Recycle:	12.96 Lbs.
CO2e Footprint:	44.20 Kgs.

3.5in OD x 136in STEEL POST W/ RIVETED CAP

ZZCH0028

3.5 in. Support Post - 13 ga.

Shall be fabricated of 3.5 in. outside diameter, 13 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Crown/Post/End Cap

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Each crown and post cap shall be fastened to the end of the tubing with drive rivets. Plastic post end caps and plastic rivets are unacceptable. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Drive Rivet

The rivet shall be fabricated of 2117 aluminum alloy. The pin shall be fabricated of 7075 aluminum alloy.

Steel Tubing - 3.5 in. OD, 13 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.



* See Note

Component Number:	ZZCH0028
Specification Rev:	ECN343
Component Weight:	43.51 Lbs.
Amount of Concrete:	0.13 Yds.
Pre-Consumer Recycle:	8.70 Lbs.
Post-Consumer Recycle:	17.84 Lbs.
CO2e Footprint:	58.50 Kgs.

3.5in OD x 148in GROUND ZERO POST

ZZCH0038GZ

3.5 in. Support Post - 13 ga.

Shall be fabricated of 3.5 in. outside diameter, 13 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Crown/Post/End Cap

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Each crown and post cap shall be fastened to the end of the tubing with drive rivets. Plastic post end caps and plastic rivets are unacceptable. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Drive Rivet

The rivet shall be fabricated of 2117 aluminum alloy. The pin shall be fabricated of 7075 aluminum alloy.

Steel Tubing - 3.5 in. OD, 13 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.



* See Note

Component Number:	ZZCH0038GZ
Specification Rev:	ECN343
Component Weight:	47.01 Lbs.
Amount of Concrete:	0.18 Yds.
Pre-Consumer Recycle:	9.40 Lbs.
Post-Consumer Recycle:	19.27 Lbs.
CO2e Footprint:	63.30 Kgs.

STEP AROUND

ZZCH0149

Casting - Step Around

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Finished with a 420 micro finish and a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

.25 in. Steel Clamp Band

Shall be fabricated of .25 in. thick hot rolled flat steel. Shall have a rust resistant coating of yellow zinc dichromate. Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)



* See Note

Component Number:	ZZCH0149
Specification Rev:	PA880
Component Weight:	6.69 Lbs.
Number of Users:	1
Pre-Consumer Recycle:	2.26 Lbs.
Post-Consumer Recycle:	2.97 Lbs.
CO2e Footprint:	88.80 Kgs.

POST W/ LADDER CLIMBER (36in OR 48in DECK)

Post w/ Rungs - 3.5 in.

Shall be fabricated of 1.029 inch outside diameter, 14 gauge galvanized steel tubing and 3.5 inch outside diameter, 13 gauge galvanized steel tubing (See Tubing). Shall have a factory installed end cap cast of high strength Almag 35 (535.0-F) aluminum. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 5 in. OD, 11 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZCH0297



* See Note

Component Number:	ZZCH0297
Specification Rev:	PA1147
Component Weight:	52.81 Lbs.
Number of Users:	1
Amount of Concrete:	0.18 Yds.
Pre-Consumer Recycle:	0.00 Lbs.
Post-Consumer Recycle:	0.00 Lbs.
CO2e Footprint:	74.10 Kgs.

3.5in OD x 210in LARGE SHADE HAT POST (72in & 84in DECK)

Steel Tubing - 3.5 in. OD, 13 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZCH0387



* See Note

Component Number:	ZZCH0387
Specification Rev:	PA1206
Component Weight:	66.12 Lbs.
Amount of Concrete:	0.47 Yds.
Pre-Consumer Recycle:	22.66 Lbs.
Post-Consumer Recycle:	46.45 Lbs.
CO2e Footprint:	83.30 Kgs.

FULL HEX COATED DECK ASSEMBLY

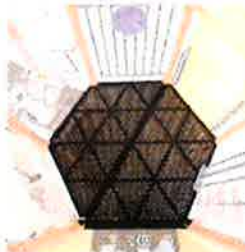
3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Coated Deck / Platform - 12 ga

Shall be an all welded assembly fabricated of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface shall have .50 in x 1.00 in. slots. Entire weldment shall have a protective coating. (See Coated Finish)

ZZCH0619



* See Note

Component Number:	ZZCH0619
Specification Rev:	NA
Number of Users:	6
Pre-Consumer Recycle:	10.68 Lbs.
Post-Consumer Recycle:	35.92 Lbs.

GLIDE SLIDE (72in DECK)**3.5 in. Die Cast Alloy Clamp**

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Tie Rod - 1.315" x 14 ga.

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing (See Tubing). Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Anchor Leg - 2.38" OD x 12 Ga.

Shall be an all welded assembly fabricated of 2.38 in. outside diameter, 12 gauge galvanized steel tubing; 12 gauge galvanized sheet steel and zinc plated .25" black sheet steel. (See Tubing) Finished with a baked on superdurable polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Glide Slide Canopy

Shall be rotationally molded from Exxon CP-812 polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable. Shall have molded in threaded inserts, and 1.315 in. outside diameter, 14 gauge galvanized steel tubing color matched to the plastic. Tubing shall be finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Glide Slide

Shall be rotationally molded from Exxon CP-812 polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable.

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH2696

* See Note

Component Number:	ZZCH2696
Specification Rev:	NA
Component Weight:	151.63 Lbs.
Number of Users:	2
Amount of Concrete:	0.03 Yds.
Pre-Consumer Recycle:	3.90 Lbs.
Post-Consumer Recycle:	8.07 Lbs.
CO2e Footprint:	653.00 Kgs.

GLIDE SLIDE (48in DECK)**3.5 in. Die Cast Alloy Clamp**

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Tie Rod - 1.315" x 14 ga.

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing (See Tubing). Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Anchor Leg - 2.38" OD x 12 Ga.

Shall be an all welded assembly fabricated of 2.38 in. outside diameter, 12 gauge galvanized steel tubing; 12 gauge galvanized sheet steel and zinc plated .25" black sheet steel. (See Tubing) Finished with a baked on superdurable polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Glide Slide Canopy

Shall be rotationally molded from Exxon CP-812 polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable. Shall have molded in threaded inserts, and 1.315 in. outside diameter, 14 gauge galvanized steel tubing color matched to the plastic. Tubing shall be finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Glide Slide

Shall be rotationally molded from Exxon CP-812 polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable.

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH3126

* See Note

Component Number:	ZZCH3126
Specification Rev:	NA
Number of Users:	2
Amount of Concrete:	0.03 Yds.
Pre-Consumer Recycle:	3.90 Lbs.
Post-Consumer Recycle:	8.07 Lbs.
CO2e Footprint:	491.50 Kgs.

SLIDE- NUVO 360 SPIRAL SLIDE

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.



Spiral Slide Barrier (13 ga)

Shall be an all welded assembly fabricated of 1.66 in. outside diameter, 13 gauge galvanized steel tubing, 1.029 in. outside diameter, 14 gauge galvanized steel tubing, and 14 gauge zinc plated steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Spiral Slide Exit Support Post (2-3/8")

Shall be an all welded assembly fabricated of 2.38 in. outside diameter, 12 gauge galvanized steel tubing, and 11 gauge black sheet steel (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Spiral Slide Exit Support Leg

Shall be an all welded assembly fabricated of 3.5 in. outside diameter, 13 gauge galvanized steel tubing, and 11 gauge zinc plated steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Coated Deck / Platform (Black Steel) - PVC

Shall be an all welded assembly fabricated of 12 gauge black sheet steel and 14 gauge black sheet steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge black sheet steel. Deck surface shall have .33 in. (9mm) diameter x 1 in. (26 mm) long perforated slots. Entire weldment shall have a protective coating. (See Coated Finish)

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.66 in. OD, 13 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH3537

* See Note

Component Number:	ZZCH3537
Specification Rev:	NA
Component Weight:	650.00 Lbs.
Number of Users:	2
Amount of Concrete:	0.15 Yds.
Pre-Consumer Recycle:	42.58 Lbs.
Post-Consumer Recycle:	94.31 Lbs.
CO2e Footprint:	1,416.60 Kgs.

ACCESS GATE

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

ZZCH4288



* See Note

Barrier Gate - Round Tube -Upper (7 Gauge Tab)

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing and 7 gauge hot rolled, pickled and oiled flat steel. (See Tubing) All tube to tube weld connections shall be coped before welding to provide a clean look and the strongest joint possible. Flattened or partially flattened tube weld connections are not acceptable. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Component Number:	ZZCH4288
Specification Rev:	ECN1498
Component Weight:	17.34 Lbs.
Pre-Consumer Recycle:	3.60 Lbs.
Post-Consumer Recycle:	7.45 Lbs.
CO2e Footprint:	65.30 Kgs.

ACCESSIBLE DRIVING PANEL

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.



* See Note

Panel Connector

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Component Number:	ZZCH4406
Specification Rev:	NA
Component Weight:	24.07 Lbs.

Ball Bearing - .25 in. Dia.

Shall be .25 in. diameter and be manufactured from AISI 400-C stainless steel and hardened to RC 58-65.

Spacer / Connector / Cover - Delrin

Shall be machined from black Delrin.

Steering Wheel w/ bearings

Cast of regular 319 (319.0-F) aluminum. Ultimate tensile strength shall be 27 ksi. Yield strength shall be 18 ksi. ASTM Specifications: B-26. Federal Specifications: QQ-A-601. Finished with a 420 micro finish and a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish) Shall have factory installed oil light bearings pressed into the casting.

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

CH PANEL FRAME- DECK LEVEL**3.5 in. Die Cast Alloy Clamp**

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Connector / Adapter - 535 Almag

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

INCLINED CLIFF HANGER (72in DECK)**3.5 in. Cast Clamp Band**

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish).

Handhold - Climbing Wall

Hand grips shall be manufactured of polyurethane and are uniquely textured for slip resistance. Hand grips must be also formulated to withstand extreme impacts and be highly resistant to ultraviolet light and chemicals. Hand grip material must be manufactured from materials having a proven record in the climbing industry. Each hand grip shall be recessed into the climbing structure with a shape unique to the individual hand grip. Hand grips not recessed can rotate or turn and are not acceptable. Hand grips shall have a Lifetime Warranty. Anything other than a Lifetime Warranty is not acceptable.

Barrier Gate w/o plate

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing; 1.029 in. outside diameter, 14 gauge galvanized steel tubing; and .25 in. hot rolled, pickled and oiled flat steel. (See Tubing) All tube to tube weld connections shall be coped before welding to provide a clean look and the strongest joint possible. Flattened or partially flattened tube weld connections are not acceptable. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Support Leg - Tree Climber

Shall be an all welded assembly fabricated of 2.375 in. outside diameter, 12 gauge galvanized steel tubing and 11 gauge hot rolled, pickled, and oiled flat steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Number of Users: 1
Pre-Consumer Recycle: 7.40 Lbs.
Post-Consumer Recycle: 5.59 Lbs.
CO2e Footprint: 201.60 Kgs.

ZZCH4671

* See Note

Component Number: ZZCH4671
Specification Rev: NA
Component Weight: 32.87 Lbs.
Pre-Consumer Recycle: 9.55 Lbs.
Post-Consumer Recycle: 1.65 Lbs.
CO2e Footprint: 162.70 Kgs.

ZZCH6989

* See Note

Component Number: ZZCH6989
Specification Rev: ECN2023
Component Weight: 144.40 Lbs.
Number of Users: 2
Amount of Concrete: 0.06 Yds.
Pre-Consumer Recycle: 60.28 Lbs.
Post-Consumer Recycle: 49.80 Lbs.
CO2e Footprint: 615.20 Kgs.

Steel Tubing - 1.029 in. OD, 14 ga.
Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.315 in. OD, 14 ga.
Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 2.375 in. OD, 12 ga.
Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

GEO VERTICAL CLIMBER (72in DK)

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Climber - 1.315" O.D. - 8 ga. - 11 ga.

Shall be an all welded assembly fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing, 12 gauge galvanized steel, and 8 gauge flat steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Barrier Gate - Round Tube -Upper (7 Gauge Tab)

Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing and 7 gauge hot rolled, pickled and oiled flat steel. (See Tubing) All tube to tube weld connections shall be coped before welding to provide a clean look and the strongest joint possible. Flattened or partially flattened tube weld connections are not acceptable. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH6998



* See Note

Component Number:	ZZCH6998
Specification Rev:	PA1196
Component Weight:	75.05 Lbs.
Number of Users:	2
Pre-Consumer Recycle:	16.74 Lbs.
Post-Consumer Recycle:	24.44 Lbs.
CO2e Footprint:	266.70 Kgs.

6ft TOWER CLIMBER

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Climber Connector

Shall be cast of high strength Almag 35 (535,0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Climber - Tower

Shall be an all welded assembly of 1.9 in. outside diameter, 13 gauge steel tubing, 1.315 in. outside diameter, 14 gauge galvanized tubing, 1.029 in. outside diameter, and 11 gauge galvanized steel. (See Tubing) Entire assembly shall be finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Arch Entry Barrier / Pipe Wall Barrier

Shall be an all-welded assembly fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing; 1.029 in. outside diameter, 14 gauge galvanized steel tubing and .188 in. hot rolled, pickled and oiled flat steel. Shall be finished with a baked-on polyester powder coat. (See Superdurable Polyester Powder Coat Finish)

Spacer - 13 ga.*

Shall be fabricated of 1.9 in. outside diameter, 13 gauge galvanized steel tubing (See Tubing). ASTM Specifications: A-135, E-8 and A-500. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

ZZCH7168



* See Note

Component Number:	ZZCH7168
Specification Rev:	PA1175
Component Weight:	100.77 Lbs.
Number of Users:	2
Amount of Concrete:	0.90 Yds.
Pre-Consumer Recycle:	20.44 Lbs.
Post-Consumer Recycle:	41.62 Lbs.
CO2e Footprint:	241.70 Kgs.

Steel Tubing - 1.029 in. OD, 14 ga.
Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.315 in. OD, 14 ga.
Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 1.9 in. OD, 13 ga.
Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

THE SKY LINK

3.5 in. (Wide) Aluminum Clamp Band (w/ Cbl. Con.)

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Overhead - Sky Link

Shall be an all welded assembly fabricated of 1.9 in. outside diameter, 11 gauge galvanized steel tubing; 1.315 in. outside diameter, 14 gauge galvanized steel tubing; and .25 in. zinc plated, hot rolled, pickled and oiled flat steel. (See Tubing) Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Steel Tubing - 1.9 in. OD, 11 ga.
Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.315 in. OD, 14 ga.
Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH8450



* See Note

Component Number:	ZZCH8450
Specification Rev:	PA1177
Component Weight:	54.21 Lbs.
Number of Users:	2
Pre-Consumer Recycle:	11.25 Lbs.
Post-Consumer Recycle:	22.24 Lbs.
CO2e Footprint:	123.30 Kgs.

THE VERTICAL WAVE

3.5 in. (Wide) Aluminum Clamp Band (w/ Cbl. Con.)

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Frame - Crater Arch (no 8 ga)

Shall be an all welded assembly fabricated from 1.315 in. outside diameter, 12 gauge galvanized steel tubing; 1.315 in. outside diameter, 14 gauge galvanized steel tubing; and .25 in. hot rolled pickled and oiled flat steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Banister (SM)

Shall be an all-welded assembly fabricated of 1.9 in. outside diameter, 13 gauge galvanized steel tubing; and 0.25 in. hot rolled pickled and oiled flat steel. (See Tubing) Finished with a baked on powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Steel Tubing - 1.9 in. OD, 13 ga.
Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 1.315 in. OD, 12 ga.
Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 1.315 in. OD, 14 ga.
Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZCH8467



* See Note

Component Number:	ZZCH8467
Specification Rev:	PA1177
Component Weight:	62.49 Lbs.
Number of Users:	1
Pre-Consumer Recycle:	4.70 Lbs.
Post-Consumer Recycle:	7.19 Lbs.
CO2e Footprint:	215.10 Kgs.

PLAYCUBES TRANSITION CLIMBER - CHALLENGER

Climber Rail

Shall be fabricated of 1.315 in. outside diameter, 14 gauge steel tubing and carbon steel crimped insert. Finished with a baked on polyester powder coating (See Polyester Powder Coat Finish).

Gate Barrier

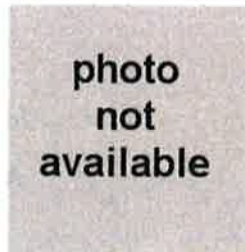
Shall be fabricated of 1.315 in. outside diameter, 14 gauge galvanized steel tubing and 1/4 in. black sheet steel clamps with a zinc plated finish; 1.029 in. outside diameter, 14 gauge galvanized steel tubing rungs. Finished with a baked on polyester powder coating (see Polyester Powder Coat Finish).

Climber Frame

Shall be an all welded assembly fabricated of 1.315 in. outside diameter, 14 gauge steel tubing and a 7 gauge black sheet steel mounting plate. Finished with a baked on polyester powder coating (see Polyester Powder Coat Finish).

Steel Tubing - 1.029 in. OD, 11 ga.
Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZCH8939



* See Note

Component Number:	ZZCH8939
Specification Rev:	NA
Component Weight:	75.66 Lbs.
Number of Users:	2
Pre-Consumer Recycle:	15.79 Lbs.
Post-Consumer Recycle:	31.22 Lbs.

Steel Tubing - 1.315 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

CO2e Footprint:

214.30 Kgs.

24IN ACCESS STEPPED PLATFORM (DECK TO DECK) ZZCH9170**3.5 in. Die Cast Alloy Clamp**

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.



* See Note

Barrier CH/EX Protective -sm rung

Shall be an all-welded assembly fabricated of .815 in. outside diameter, 15 gauge galvanized steel tubing; and 1.029 in. outside diameter, 14 gauge galvanized steel tubing. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Coated Perf. Stair / Accessible Stair (PVC)

Shall be an all welded assembly fabricated of 14 gauge hot rolled, pickled, and oiled flat steel and 11 gauge hot rolled, pickled and oiled flat steel. Entire stair assembly shall have a protective coating. (See Coated Finish)

Angle Clip / Plank

Shall be fabricated of 12 gauge hot rolled, pickled, and oiled flat steel. Angle clip / plank shall have a protective coating. (See Coated Finish)

Steel Tubing - .815 in. OD, 15 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Component Number: ZZCH9170
Specification Rev: NA
Number of Users: 1
Pre-Consumer Recycle: 17.81 Lbs.
Post-Consumer Recycle: 43.53 Lbs.
CO2e Footprint: 296.20 Kgs.

36IN ACCESS STEPPED PLATFORM (DECK TO DECK) ZZCH9177**3.5 in. Die Cast Alloy Clamp**

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.



* See Note

Barrier CH/EX Protective -sm rung

Shall be an all-welded assembly fabricated of .815 in. outside diameter, 15 gauge galvanized steel tubing; and 1.029 in. outside diameter, 14 gauge galvanized steel tubing. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Coated Perf. Stair / Accessible Stair (PVC)

Shall be an all welded assembly fabricated of 14 gauge hot rolled, pickled, and oiled flat steel and 11 gauge hot rolled, pickled and oiled flat steel. Entire stair assembly shall have a protective coating. (See Coated Finish)

Angle Clip / Plank

Shall be fabricated of 12 gauge hot rolled, pickled, and oiled flat steel. Angle clip / plank shall have a protective coating. (See Coated Finish)

Steel Tubing - .815 in. OD, 15 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Component Number: ZZCH9177
Specification Rev: NA
Number of Users: 2
Pre-Consumer Recycle: 27.49 Lbs.
Post-Consumer Recycle: 68.03 Lbs.
CO2e Footprint: 550.10 Kgs.

5" O.D. X 108" STEEL POST W/ CAP

ZZPM0008

5 in. Support Post

Shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Crown/Post/End Cap

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Each crown and post cap shall be fastened to the end of the tubing with drive rivets. Plastic post end caps and plastic rivets are unacceptable. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Drive Rivet

The rivet shall be fabricated of 2117 aluminum alloy. The pin shall be fabricated of 7075 aluminum alloy.

Steel Tubing - 5 in. OD, 11 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.



* See Note

Component Number: ZZPM0008
Specification Rev: ECN343
Component Weight: 60.50 Lbs.
Amount of Concrete: 0.13 Yds.
Pre-Consumer Recycle: 12.10 Lbs.
Post-Consumer Recycle: 24.81 Lbs.
CO2e Footprint: 90.30 Kgs.

5in OD X 132in STEEL POST W/ RIVETED CAP**5 in. Support Post**

Shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Crown/Post/End Cap

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Each crown and post cap shall be fastened to the end of the tubing with drive rivets. Plastic post end caps and plastic rivets are unacceptable. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Drive Rivet

The rivet shall be fabricated of 2117 aluminum alloy. The pin shall be fabricated of 7075 aluminum alloy.

Steel Tubing - 5 in. OD, 11 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZPM0026

* See Note

Component Number: ZZPM0026
Specification Rev: ECN605
Component Weight: 74.21 Lbs.
Amount of Concrete: 0.12 Yds.
Pre-Consumer Recycle: 14.84 Lbs.
Post-Consumer Recycle: 30.42 Lbs.
CO2e Footprint: 108.40 Kgs.

5in OD X 168in STEEL POST W/ RIVETED CAP**5 in. Support Post**

Shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Crown/Post/End Cap

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Each crown and post cap shall be fastened to the end of the tubing with drive rivets. Plastic post end caps and plastic rivets are unacceptable. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Drive Rivet

The rivet shall be fabricated of 2117 aluminum alloy. The pin shall be fabricated of 7075 aluminum alloy.

Steel Tubing - 5 in. OD, 11 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZPM0056

* See Note

Component Number: ZZPM0056
Specification Rev: ECN343
Component Weight: 92.51 Lbs.
Amount of Concrete: 0.13 Yds.
Pre-Consumer Recycle: 18.50 Lbs.
Post-Consumer Recycle: 37.93 Lbs.
CO2e Footprint: 135.50 Kgs.

5in OD x 205in STEEL POST W/RIVETED CAP**5 in. Support Post**

Shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Crown/Post/End Cap

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Each crown and post cap shall be fastened to the end of the tubing with drive rivets. Plastic post end caps and plastic rivets are unacceptable. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Drive Rivet

The rivet shall be fabricated of 2117 aluminum alloy. The pin shall be fabricated of 7075 aluminum alloy.

Steel Tubing - 5 in. OD, 11 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZPM0078

* See Note

Component Number: ZZPM0078
Specification Rev: ECN618
Component Weight: 115.21 Lbs.
Amount of Concrete: 0.13 Yds.
Pre-Consumer Recycle: 23.04 Lbs.
Post-Consumer Recycle: 47.23 Lbs.

CO2e Footprint: 163.30 Kgs.

5in x 84in STEEL POST w/CAP

5 in. Support Post w/ End Cap

Shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing. (See Tubing) Shall have a factory installed riveted end cap. Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Steel Tubing - 5 in. OD, 11 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZPM0357



* See Note

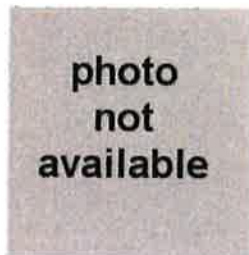
Component Number: ZZPM0357
Specification Rev: PA1181
Component Weight: 53.03 Lbs.
Amount of Concrete: 0.12 Yds.
Pre-Consumer Recycle: 10.60 Lbs.
Post-Consumer Recycle: 21.74 Lbs.
CO2e Footprint: 72.60 Kgs.

5in OD x 186in LARGE SHADE HAT

Steel Tubing - 5 in. OD, 11 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

ZZPM0386



* See Note

Component Number: ZZPM0386
Specification Rev: PA1206
Component Weight: 106.16 Lbs.
Amount of Concrete: 0.47 Yds.
Pre-Consumer Recycle: 21.23 Lbs.
Post-Consumer Recycle: 43.52 Lbs.
CO2e Footprint: 140.10 Kgs.

HEX COATED DECK ASSEMBLY

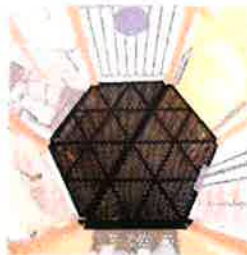
5 in. Steel Clamp Band

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Coated Deck / Platform - 12 ga

Shall be an all welded assembly fabricated of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface shall have .50 in x 1.00 in. slots. Entire weldment shall have a protective coating. (See Coated Finish)

ZZPM0619



* See Note

Component Number: ZZPM0619
Specification Rev: NA
Component Weight: 228.72 Lbs.
Number of Users: 8
Pre-Consumer Recycle: 29.10 Lbs.
Post-Consumer Recycle: 102.11 Lbs.
CO2e Footprint: 637.70 Kgs.

ACCESS GATE

5 in. Steel Clamp Band

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Arch Entry Barrier / Barrier Gate w/Coping

Shall be fabricated of 1.029 in. outside diameter, 14 gauge galvanized steel tubing; 1.315 in. outside diameter, 14 gauge galvanized steel tubing; and .188 in. galvanized hot rolled flat steel (See Tubing). ASTM Specifications: A-135, E-8 and A-500. Finished with a baked on polyester powder coating. (See Polyester Powder Coat Finish) All tube to tube weld connections shall be coped before

ZZPM4288



* See Note

Component Number: ZZPM4288
Specification Rev: PA783
Component Weight: 34.38 Lbs.
Pre-Consumer Recycle: 7.11 Lbs.

welding to provide a clean look and the strongest joint possible. Flattened or partially flattened tubing weld connections are not acceptable.

Post-Consumer Recycle: 14.70 Lbs.
CO2e Footprint: 91.50 Kgs.

TIC-TAC-TOE ACTIVITY WALL

5 in. Steel Clamp Band

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Tie Rod - PM

Shall be fabricated of 1.315 in. outside diameter, 12 gauge galvanized steel tubing (See Tubing). Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish) Tie rods are to be permanently fastened inside the clamp with a drive rivet to eliminate rotation. ASTM Specifications: E-8 and B-117.

Tie Rod - WT / CH / PM / EX

Shall be fabricated of 1.029 in. outside diameter, 14 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Activity Panel Plastic Parts- .5 in.

Shall be fabricated from colored marine grade, .5 in. (13 mm) high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Rotomolded Cylinder

Shall be rotationally molded from polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable.

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.315 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZPM4350



* See Note

Component Number: ZZPM4350
Specification Rev: ECN663
Component Weight: 59.40 Lbs.
Number of Users: 2
Pre-Consumer Recycle: 12.76 Lbs.
Post-Consumer Recycle: 25.67 Lbs.
CO2e Footprint: 387.80 Kgs.

ACCESSIBLE PLANE PANEL

5 in. Steel Clamp Band

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Panel Connector

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Spacer / Connector / Cover - Delrin

Shall be machined from black Delrin.

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Plastic Panel - .5 in.

Shall be fabricated of .50 in. (12 mm) high density sheet polyethylene. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact), D-746 (Brittleness), D-1525 (Vicat Softening Point).

ZZPM4399



* See Note

Component Number: ZZPM4399
Specification Rev: PA0964
Component Weight: 27.49 Lbs.
Number of Users: 1
Pre-Consumer Recycle: 7.96 Lbs.
Post-Consumer Recycle: 4.82 Lbs.
CO2e Footprint: 247.20 Kgs.

ACCESSIBLE DRIVING PANEL

5 in. Steel Clamp Band

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Panel Connector

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Ball Bearing - .25 in. Dia.

Shall be .25 in. diameter and be manufactured from AISI 400-C stainless steel and hardened to RC 58-65.

Spacer / Connector / Cover - Delrin

Shall be machined from black Delrin.

Steering Wheel w/ bearings

Cast of regular 319 (319.0-F) aluminum. Ultimate tensile strength shall be 27 ksi. Yield strength shall be 18 ksi. ASTM Specifications: B-26, Federal Specifications: QQ-A-601. Finished with a 420 micro finish and a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish) Shall have factory installed oil light bearings pressed into the casting.

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

ZZPM4406



* See Note

Component Number:	ZZPM4406
Specification Rev:	NA
Component Weight:	31.59 Lbs.
Number of Users:	1
Pre-Consumer Recycle:	9.65 Lbs.
Post-Consumer Recycle:	7.10 Lbs.
CO2e Footprint:	237.20 Kgs.

DRIVE AWAY HALF PANEL

3.5 in. Die Cast Alloy Clamp

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Connector / Adapter - 535 Almag

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Electronic Panel Assembly

Shall be pre-assembled at the factory. Consisting of a front panel and/or a back cover rotationally molded from linear low density polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable. Assembly is mounted on a plastic panel fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point). Internal parts consist of of a Driver Panel motor, Rhythm Spinner microphone, and a 3 inch speaker and tweeter assembly. Spinner handle shall be cast of regular 319 (319.0-F) aluminum. Ultimate tensile strength shall be 27 ksi. Yield strength shall be 18 ksi. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish) ASTM Specifications: B-26, Federal Specifications: QQ-A-601.

ZZPM4487



* See Note

Component Number:	ZZPM4487
Specification Rev:	PA1203
Component Weight:	53.31 Lbs.
Number of Users:	2
Pre-Consumer Recycle:	2.30 Lbs.
Post-Consumer Recycle:	4.82 Lbs.
CO2e Footprint:	1,297.10 Kgs.

SPIN RACER PANEL (GROUND LEVEL)

ZZPM4538

5 in. Cast Almag Clamp

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish) Clamps shall be provided as hinged assemblies to facilitate structure assembly.

Connector / Adapter - 535 Almag

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. (See Cast Almag Clamps) Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Spacer / Connector / Cover - Delrin

Shall be machined from black Delrin.

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Plastic Panel - .5 in.

Shall be fabricated of .50 in. (12 mm) high density sheet polyethylene. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact), D-746 (Brittleness), D-1525 (Vicat Softening Point).

6IN RISE DK-DK WHEELCHAIR RAMP W/ GUARDRAILS

5 in. Cast Clamp Band

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Wheelchair Ramp Straight Barrier / Guardrail

Shall be an all welded assembly fabricated of .25 in. hot rolled flat steel, 1.66 in. outside diameter, 13 gauge galvanized steel tubing; 1.315 in. outside diameter, 14 gauge galvanized steel tubing; and 1.029 in. outside diameter, 14 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Coated Wheelchair Platform (Angled / Straight)

Shall be an all welded assembly fabricated of 12 gauge hot rolled, pickled and oiled, perforated steel. Platform surface shall be a formed one-piece construction and have .75 in. Diameter holes. Finished with a protective coating. (See Coated Finish.)

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 1.66 in. OD, 13 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

AEROGLIDER DECK EXTENSION FOR WHEELCHAIR RAMPS

5 in. Steel Clamp Band

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Anchor Post - 2.375" OD x 12 GA. (7 Ga.) SM

Shall be an all welded assembly fabricated of 2.375 in. outside diameter, 12 gauge galvanized steel tubing, 0.25 in. zinc plated hot rolled, pickled, and oiled flat steel, and 7 gauge hot rolled, pickled, and oiled flat steel. (See Tubing) Finished with a baked on superdurable polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat



* See Note

Component Number:	ZZPM4538
Specification Rev:	PA1167
Component Weight:	63.32 Lbs.
Number of Users:	3
Pre-Consumer Recycle:	18.62 Lbs.
Post-Consumer Recycle:	4.82 Lbs.
CO2e Footprint:	515.60 Kgs.

ZZPM7328



* See Note

Component Number:	ZZPM7328
Specification Rev:	NA
Component Weight:	201.60 Lbs.
Number of Users:	4
Pre-Consumer Recycle:	13.48 Lbs.
Post-Consumer Recycle:	45.17 Lbs.
CO2e Footprint:	417.70 Kgs.

ZZPM7330



* See Note

Component Number:	ZZPM7330
Specification Rev:	NA
Component Weight:	61.32 Lbs.
Amount of Concrete:	0.03 Yds.
Pre-Consumer Recycle:	4.27 Lbs.
Post-Consumer Recycle:	14.11 Lbs.
CO2e Footprint:	106.80 Kgs.

Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Coated Deck Extension

Deck extension shall be an all-welded assembly fabricated of 12 gauge hot rolled, pickled and oiled flat steel. Top surface and sides shall be die-formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Top surface shall have .5 in. (13 mm) diameter x 1.00 in. [26mm] perforated holes. Deck extension shall have a protective coating. (See Coated Finish)

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

GROUND TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12IN RISE)

5 in. Cast Clamp Band

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Connector Locking

Cast of regular 319 (319.0-F) aluminum. Ultimate tensile strength shall be 27 ksi. Yield strength shall be 18 ksi. Finished with a 420 micro finish and a baked on powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish) ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

5 in. Steel Clamp Band

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Wheelchair Ramp Guardrail

An all-welded assembly fabricated of 1.66 in. outside diameter, 13 gauge galvanized steel tubing, 1.315 in. outside diameter, 14 gauge galvanized steel tubing, 1.029 in. outside diameter, 14 gauge galvanized steel tubing, and .25 in. hot rolled flat steel. (See Tubing) Finished with a baked-on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Wheelchair Ramp Bottom Rung

Shall be fabricated of 1.029 in. outside diameter, 14 gauge galvanized steel tubing and 1.315 in. outside diameter, 14 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Coated Deck / Platform - 12 ga

Shall be an all welded assembly fabricated of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface shall have .50 in x 1.00 in. slots. Entire weldment shall have a protective coating. (See Coated Finish)

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 1.315 in. OD, 14 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Steel Tubing - 1.66 in. OD, 13 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

20ft SHADE CANOPY

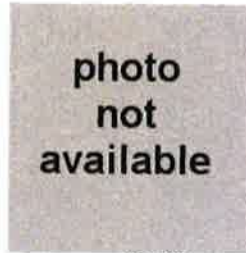
5 in. Steel Clamp Band

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Casting / Almag 35

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Finished with a 420 micro finish and a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

ZZPM7537



* See Note

Component Number:	ZZPM7537
Specification Rev:	NA
Component Weight:	388.84 Lbs.
Number of Users:	4
Pre-Consumer Recycle:	44.80 Lbs.
Post-Consumer Recycle:	113.79 Lbs.
CO2e Footprint:	781.90 Kgs.

ZZPM9699



* See Note

Component Number:	ZZPM9699
Specification Rev:	NA
Component Weight:	85.80 Lbs.

Fabric - Shade

The fabric is woven of high density polyethylene monofilament 500 denier yarn that is annealed at 176° F. The weight per square yard is 11 ounces. Break Strength (ASTM D5034) is: Warp 309 lbs, and Weft 352 lbs. Burst Strength (ASTM D3787) is 490 lbs. Elongation compensation (ASTM D1682) is Warp @ 4% Weft @ 6%. Tear strength (ASTM D2261) is Warp 57 lbs Weft 82 lbs. Hydraulic burst (ASTM 3786) is 554 pounds per square inch. Includes Ultra Violet Stabilizers Tinuvin 783 & Irganox B215. Ultra Violet Stability is 10 years. Shade Effect (AS 4174): Angle of Incidence 92% to 94%. Ultraviolet block Angle of Incidence 90% to 92%

Pre-Consumer Recycle: 11.74 Lbs.
Post-Consumer Recycle: 23.70 Lbs.
CO2e Footprint: 1,693.70 Kgs.

PM HEX HAT POST BRACES**5 in. Steel Clamp Band**

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Perforated Post Brace

Shall be fabricated of 14 gauge galvanized hot rolled steel. Surface shall have .34 in. diameter perforated holes. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

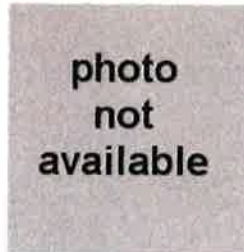
ZZPM9727

* See Note

Component Number: ZZPM9727
Specification Rev: PA1300
Component Weight: 156.40 Lbs.
Pre-Consumer Recycle: 19.40 Lbs.
Post-Consumer Recycle: 52.14 Lbs.
CO2e Footprint: 494.70 Kgs.

COATED DECK TO DECK CONNECTION KIT**Hardware Reference**

See General Hardware Spec .

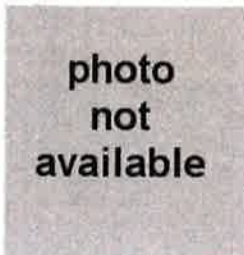
ZZUN2290

* See Note

Component Number: ZZUN2290
Specification Rev: ECN176
Component Weight: 0.29 Lbs.
Pre-Consumer Recycle: 0.00 Lbs.
Post-Consumer Recycle: 0.00 Lbs.
CO2e Footprint: 3.80 Kgs.

FOUR-THE-WIN INSERT**Insert Panel - For The Win**

Shall be an assembly consisting of 1.03 in outside diameter Delrin plastic and .38in inside diameter stainless steel; .50 in. (12 mm) high density sheet polyethylene. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact), D-746 (Brittleness), D-1525 (Vicat Softening Point); and .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

ZZUN4676

* See Note

Component Number: ZZUN4676
Specification Rev: PA1423
Component Weight: 15.08 Lbs.
Number of Users: 2
Pre-Consumer Recycle: 0.00 Lbs.
Post-Consumer Recycle: 0.00 Lbs.
CO2e Footprint: 278.40 Kgs.

CH/PM CONVERSION PLATFORM**ZZUN5898**

3.5 in. Die Cast Alloy Clamp (413)

Shall be die cast of high strength 413 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

5 in. Die Cast Clamp (413)

Shall be die cast of high strength 413 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

Barrier - Conversion Deck

Shall be an all welded assembly fabricated from 1.315" OD 14 gauge galv steel tubing, 1.029" OD 14 gauge galv steel tubing (See Tubing) and 7 gauge black sheet steel. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Coated Deck / Platform 12 ga (Black Steel)

Shall be an all-welded assembly fabricated of 12 gauge black sheet steel. Entire weldment shall have a protective coating (See Eco-Armor Coated Finish).

AEROGLIDER

Bracket - 12 ga.

Shall be fabricated of 12 gauge hot rolled flat steel. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Post - AeroGlider Table

Shall be a welded assembly fabricated of 1.029 inch outside diameter, 14 gauge galvanized steel tubing; 3.5 inch outside diameter, 13 gauge galvanized steel tubing; 14 gauge hot rolled, pickled, and oiled flat steel; 0.25 inch hot rolled, pickled, and oiled flat steel; 0.375 inch hot rolled, pickled, and oiled flat steel. (See Steel Tubing). Finished with a baked on superdurable polyester powder coating. (See Superdurable Polyester Powder Coat Finish).

AeroGlider Base

Shall be fabricated from .75 in. outside diameter x .12 in. wall 4130 alloy steel; 3 in. A-36 hot rolled steel; 11 gauge hot rolled, pickled, and oiled steel; .50 in. hot rolled, pickled, and oiled steel; .25 in. hot rolled, pickled, and oiled steel; T6061-T6 Aluminum; a 2.250 in. x 1.563 in. outside diameter x 1.0 in. inside diameter linear bearing; a 304 - 3/8 in. stainless steel sheet; a 303 stainless steel shaft and collar; and a glide ride shock absorber. Finished with a baked on superdurable polyester powder coating. (See Superdurable Polyester Powder Coat Finish).

Plastic Panel - .5 in.

Shall be fabricated of .50 in. (12 mm) high density sheet polyethylene. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact), D-746 (Brittleness), D-1525 (Vicat Softening Point).

Rotomolded Component

Shall be rotationally molded from linear low density polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable. Threaded inserts may be molded into the plastic to provide attachment points.

Coated Platform - .50 in. x 1 in. slots

Shall be an all welded assembly fabricated of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Deck surface shall have .50 in. (13 mm) x 1.00 in. (25 mm) perforated slots. Entire weldment shall have a protective coating. (See Coated Finish)

Coated Deck Extension

Deck extension shall be an all-welded assembly fabricated of 12 gauge hot rolled, pickled and oiled flat steel. Top surface and sides shall be die-formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Top surface shall have .5 in. (13 mm) diameter x 1.00 in. [26mm] perforated holes. Deck extension shall have a protective coating. (See Coated Finish)

Coated Frame

Shall be fabricated of 12 gauge hot rolled, pickled and oiled flat steel. Surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. Surface shall have .34 in. (9mm) diameter perforated holes. Frame shall have a protective coating. (See Coated Finish)

photo
not
available

* See Note

Component Number:	ZZUN5898
Specification Rev:	NA
Component Weight:	59.45 Lbs.
Number of Users:	1
Pre-Consumer Recycle:	8.38 Lbs.
Post-Consumer Recycle:	20.64 Lbs.
CO2e Footprint:	224.70 Kgs.

ZZUN7336



* See Note

Component Number:	ZZUN7336
Specification Rev:	NA
Number of Users:	12
Amount of Concrete:	2.10 Yds.
Pre-Consumer Recycle:	50.39 Lbs.
Post-Consumer Recycle:	34.72 Lbs.
CO2e Footprint:	7,009.40 Kgs.

Plastic Panel - .75 in.

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Steel Tubing - 1.029 in. OD, 14 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

Steel Tubing - 3.5 in. OD, 13 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

RAMP TO BERM CONNECTOR

Coated Ramp to Berm Connector

Shall be an all-welded assembly fabricated of 12 gauge hot rolled pickled and oiled steel. Top surface of the connector shall be perforated steel with .406 diameter holes. Entire weldment shall have a protective coating (See Coated Finish).

ZZUN7369



* See Note

Component Number: ZZUN7369
Specification Rev: PA846
Component Weight: 14.87 Lbs.
Pre-Consumer Recycle: 0.87 Lbs.
Post-Consumer Recycle: 3.19 Lbs.
CO2e Footprint: 42.30 Kgs.

PLAYCUBE- GROUND LEVEL

Casting - Almag Aluminum

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Ultimate tensile strength shall be 35 ksi. Yield strength shall be 18 ksi. Finished with a 420 micro finish and a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Frame - 2.38" x 12 gauge

Shall be fabricated of 2.38 in. outside diameter, 12 gauge galvanized steel tubing (See Tubing). Finished with a baked on polyester powder coating (See Superdurable Polyester Powder Coat Finish).

Rotomolded Component

Shall be rotationally molded from linear low density polyethylene. (See Rotationally Molded Plastic Parts) Dry-blended or molded-in color resins are not acceptable. Threaded inserts may be molded into the plastic to provide attachment points.

ZZUN8727



* See Note

Component Number: ZZUN8727
Specification Rev: NA
Component Weight: 151.62 Lbs.
Number of Users: 4
Amount of Concrete: 0.12 Yds.
Pre-Consumer Recycle: 12.81 Lbs.
Post-Consumer Recycle: 24.24 Lbs.
CO2e Footprint: 429.00 Kgs.

6in WHEELCHAIR RAMP CENTER SUPPORT

Wheelchair Ramp Cntr Spprt Post

Shall be an all welded assmbley fabricated of 2.375 in., 12 gauge galvanized steel and .25 in. hot rolled, pickled and oiled flat steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

ZZUN9390



* See Note

Component Number: ZZUN9390
Specification Rev: PA621
Component Weight: 7.93 Lbs.
Amount of Concrete: 0.06 Yds.
Pre-Consumer Recycle: 4.12 Lbs.
Post-Consumer Recycle: 8.45 Lbs.
CO2e Footprint: 9.50 Kgs.

PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL

ZZUN9930

Surfacing Warning Label

Shall be a pressure sensitive adhesive white vinyl label laminated with clear mylar for weather resistance. Shall contain the following text: Warning! Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls. Shall be tamper resistant to deter removal.

CD

Contains all installation and maintenance information for the ordered equipment. Also contains web links and other pertinent information.

Aerosol Paint

4.5 oz can of aerosol spray paint matching the component / post color to be used for touch-up purposes.

Aerosol Primer

4.5 oz can of rust resistant gray primer spray aerosol to be used as a first coat for component touch-up.

Graffiti Remover Towels

Shall be an container of 12 premoistened towelettes. Ingredients are environmentally safe, biodegradable and VOC compliant. Manufactured by SEI Chemical. Shall be shipped as part of the structure maintenance kit.

Sandpaper - Maint. Kit

Shall consist of 1 sheet each of 80, 100, and 150 grit sandpaper.

Hardware - Pipe Systems

Shall be a bag of assorted hardware, hex wrenches and screw driver bits common to most composite playground structures. (See General Hardware Reference)

Maintenance Program Box

Shall be a 3 piece box shipped to the end user of recreational equipment. Shall contain all appropriate documentation and repair materials. Shall be properly identified with the installation location.



* See Note

Component Number:	ZZUN9930
Specification Rev:	ECN1125
Component Weight:	13.07 Lbs.
Pre-Consumer Recycle:	0.08 Lbs.
Post-Consumer Recycle:	0.41 Lbs.
CO2e Footprint:	89.80 Kgs.

BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL**Chain 4/0**

MEETS ASTM SPECIFICATION B633 FOR ELECTRODEPOSITED ZINC PLATING. SERVICE CONDITION CLASSIFICATION #1 (MILD). TYPE VI - AS PLATED WITHOUT SUPPLEMENTARY TREATMENTS. MINIMUM THICKNESS: 5 MICROMETERS (SC1). BRIGHT, SEMI BRIGHT, OR DULL LUSTER IS ACCEPTABLE.

Swing Seat - belt

Shall be fabricated from .5 in. (13 mm) thick ethylene propylene diene monomer with a T-301 full hard .020 in. (.51 mm) carbon steel insert. A triangular galvanized steel bracket and plate shall be secured to seat with galvanized rivets for chain attachments. Seat shall be slash-proof.

ZZXX0260

* See Note

Component Number:	ZZXX0260
Specification Rev:	NA
Component Weight:	8.80 Lbs.
Number of Users:	1
Pre-Consumer Recycle:	4.99 Lbs.
Post-Consumer Recycle:	2.72 Lbs.
CO2e Footprint:	53.90 Kgs.

INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL**Chain 4/0**

MEETS ASTM SPECIFICATION B633 FOR ELECTRODEPOSITED ZINC PLATING. SERVICE CONDITION CLASSIFICATION #1 (MILD). TYPE VI - AS PLATED WITHOUT SUPPLEMENTARY TREATMENTS. MINIMUM THICKNESS: 5 MICROMETERS (SC1). BRIGHT, SEMI BRIGHT, OR DULL LUSTER IS ACCEPTABLE.

Swing Seat - Extra Tough Tot

Shall be fabricated from .5 in. (13 mm) thick ethylene propylene diene monomer with a T-301 full hard .020 in. (.51 mm) carbon steel insert. A triangular galvanized steel bracket and plate shall be secured to seat with galvanized rivets for chain attachments. Seat shall be slash-proof.

ZZXX0265

* See Note

Component Number:	ZZXX0265
Specification Rev:	NA
Component Weight:	11.31 Lbs.
Number of Users:	1
Pre-Consumer Recycle:	1.76 Lbs.
Post-Consumer Recycle:	0.96 Lbs.
CO2e Footprint:	89.70 Kgs.

ACCESSIBLE SWING SEAT- 8ft TOP RAIL**ZZXX0892**

ADA Swing Seat

Shall be constructed of Rockite including a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum.



* See Note

Component Number: ZZXX0892
Specification Rev: NA
Component Weight: 51.90 Lbs.
Number of Users: 1
Pre-Consumer Recycle: 3.85 Lbs.
Post-Consumer Recycle: 2.10 Lbs.
CO2e Footprint: 639.20 Kgs.

3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL

ZZXX0930

3.5 in. Support Post - 13 ga.

Shall be fabricated of 3.5 in. outside diameter, 13 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

3.5 in. Top Rail

Shall be 3.5 in. outside diameter, 8 gauge galvanized steel tubing. Shall be finished with a baked on polyester powder coat (See Superdurable Polyester Powder Coat Finish).



* See Note

Component Number: ZZXX0930
Specification Rev: NA
Component Weight: 314.50 Lbs.
Amount of Concrete: 0.52 Yds.
Pre-Consumer Recycle: 62.89 Lbs.
Post-Consumer Recycle: 128.46 Lbs.
CO2e Footprint: 91.20 Kgs.

ACCESSIBLE WHIRL

ZZXX1158

Frame - Footer

Shall be an all welded assembly fabricated of 11 gauge square hot rolled black steel tubing (See Tubing) Finished with a baked-on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Handrail - Quick Loop

Shall be fabricated of 1.375 in. outside diameter, 13 gauge hot rolled black steel tubing, 1.66 in. outside diameter x 13 gauge galvanized black steel tubing, .25 in. zinc plated black sheet steel and 7 gauge zinc plated black sheet steel. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Plastic Panel - Non-Skid

Shall be fabricated from colored marine grade, high density polyethylene and machined with a nonskid surface. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-538 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

Lower Floor Sheet

Shall be fabricated of 14 gauge galvanized hot rolled flat sheet steel.

Upper Floor Sheet/Center Cover

Shall be fabricated of 14 gauge galvanized hot rolled black sheet steel. Shall have a protective coating. (See EcoArmor Coated Finish)



* See Note

Component Number: ZZXX1158
Specification Rev: NA
Component Weight: 994.24 Lbs.
Number of Users: 9
Amount of Concrete: 0.47 Yds.
Pre-Consumer Recycle: 85.71 Lbs.
Post-Consumer Recycle: 249.55 Lbs.
CO2e Footprint: 5,686.00 Kgs.

* The photos shown are for product representation only. The actual products may vary in size and color depending upon application.



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 1

**DESIGN AND INSTALLATION OF AN INCLUSIVE
PLAYGROUND FOR LIBRARY BEACH PARK (RFP 23-04)**

ISSUE DATE: February 2, 2023

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

CORRECTION #1: References to bonded rubber mulch were incorrect for this playground project. "Poured-in-place rubber playground surfacing" is the surfacing required for the project.

CORRECTION #2: The total number of swings was incorrect in the original RFP. The Scope of Services is changed to ten (10) or more swings to be provided. Please refer Section VII. 1 of the Corrected RFP at Exhibit "A" for details.

RFP 23-04 Section VII. SCOPE OF SERVICES AND DELIVERABLES is hereby amended to reflect the corrections noted above. The amended Section VII. is provided hereto as Exhibit "A". The amended Bid Tab is provided hereto as Exhibit "B".

Question 1: Wheelchair swings are not compliant in public parks, unless they are fenced and locked when not in use. Do you want us to include fencing for the wheelchair swing in our proposal?

Answer: The Village shall require that products be installed according to the manufacturers testing and installation instructions. Additionally, the Village shall require that all manufacturer's requirements/recommendations for safety precautions for installation of their product be observed.

Proposers shall include in their cost proposal any additional equipment or apparatus necessary to meet manufacturers safety requirements/recommendations. Be advised that Library Beach Park is fenced on three sides (all sides not adjacent to the water) and the gated entrance to the park is locked from sunset to 8:00 a.m.

Question 2: Is permitting required for this project?

Answer: Yes, Village permits are required. There will be no permitting fees. The contractor will be required to submit permit applications for the project.

Daniel Corp
2/24/2023

Question 3: Do we need to include permitting fees?

Answer: There are no fees for the building permit. Islamorada does not collect building permit fees for Village projects.

Question 4: Is poured in place surfacing an acceptable alternate to the bonded rubber?

Answer: Poured in place rubber playground surfacing is the material required for the project. The references to bonded rubber mulch in the original RFP were errors. A new bid tab and amended Section VII. of the RFP are posted and provided as Exhibit "A".

Question 5: What type of border do you prefer for the rubber surfacing?

Answer: Concrete.

Question 6: The bid mentions payment and performance bonds, do we also need to submit a bid bond?

Answer: No bid bond is required.

Question 7: What is the total budget for this project?

Answer: The current fiscal year budget includes \$246,000.00 for this project. As stated in the RFP: "The Village has been awarded local grant funding in the amount of \$245,960.00 for the project and may utilize additional available funds, to be determined by the highest-ranked proposal and preferred design option."

Bids should be submitted to meet or exceed the scope of work, not to adhere to the currently adopted budget.

Question 8: Can you provide a Plan Holders list for this project?

Answer: The planholders list provided as Exhibit "C" to this addendum was downloaded from DemandStar. Please be aware that the Village also posts all bid documents on the Village website. Downloads from the website are not trackable.

Question 9: Please clarify what equipment is referenced on p. 4/11: "The village desires to keep the swings at the south side of the park (on left when entering through the gate) and the large play structure on the north side of the park (to the right from the gate entrance.)? Does this refer to the free-standing equipment in this area??

Answer: Yes, the north side of the park refers to the area where the free-standing play equipment is currently located.

Question 10: Following is a list of the free-standing equipment that is located in the sand area on the North side, to the right as you enter the gate. Which of these pieces of equipment is to be removed?

- a. Camelback Climber (red, blue, yellow)
- b. Free-standing slide
- c. Stand on spinner (blue, yellow)
- d. Grills and concrete podium they are mounted in
- e. Hurricane Spinner (red top, galvanized post)
- f. Cave crawl/climber (blue)
- g. Surf Spring Rider (blue)
- h. Elevated crawl tunnel (blue with red posts)
- i. Set/3 Butterfly stand on (red, blue, orange)?

Answer: All of the existing free-standing equipment is to be removed. (Please note, the grills are not to be replaced through this project.)

Question 11: Do we need to include engineered drawings fees?

Answer: All design drawings and fees/costs associated with required engineered drawings are the responsibility of the contractor. It is the responsibility of the contractor to determine the design and engineered drawings costs that they reflect in their bid.

Question 12: The number of swings requested is fewer than are currently in place at the park. Is it the intention of the Village to reduce the number of swings?

Answer: No. The number of swings requested in the original bid was an oversight. The Village hereby amends Section VII. of the RFP to reflect the requirement of a minimum of ten (10) swings. Please refer to Exhibit "A".

Islamorada, Village of Islands, Florida

CORRECTION TO SECTION VII. SCOPE OF SERVICES

DESIGN AND INSTALLATION OF AN INCLUSIVE PLAYGROUND FOR LIBRARY BEACH PARK (RFP 23-04)

CORRECTION to Section VII. Issued February 2, 2023 through Addendum No. 1 to replace the two references to "bonded rubber mulch" with "poured-in-place rubber playground surfacing" and to increase the number swings to a minimum of ten (10). Section VII of the RFP and the Bid Tab are both corrected and replaced through Addendum No. 1.

VII. SCOPE OF SERVICES AND DELIVERABLES¹

The Village is seeking proposals for an inclusive playground experience for those with and without physical limitations. The Village desires to provide unique play equipment with engaging features that will encourage physical activity, enhance motor skill development, foster inclusion, and provide opportunity for interaction between children with various abilities. Play areas/features shall be provided for children ages 2-5, children ages 5-12, and adults with physical limitations.

Additional note: Library Beach Park is fenced on three sides (all sides not adjacent to the water) and the gated entrance to the park is locked from sunset to 8:00 a.m.

The inclusive playground equipment and features must include the following at a minimum:

1. ~~A five-seat minimum swing set~~ A minimum of ten (10) total swings to be provided with one or more swing sets to include adaptive seating, bucket seats, seat belts and standard swing seats. More than one swing set structure may be proposed, and more than ~~five~~ ten (10) swings may be proposed. One swing must accommodate adults with limitations such as cerebral palsy that are generally limited to a wheelchair.
2. A large play structure with wheelchair accessible activity zones, one or more slides and shaded areas provided by the structure itself or shade sails.
3. ~~Bonded rubber mulch~~ poured-in-place rubber playground surfacing or similar surface covering for all playground zones.
4. Three or four benches incorporated around the playground structure and swing set.

¹ Removed text is indicated by ~~strikethrough~~, added text is indicated by underline.

Equipment design must meet the requirements of the Americans with Disabilities Act (ADA) and utilize International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines and conforms to the playground-related technical standards set by the American Society of Testing Materials International (ASTM) and the U.S. Consumer Products Safety Commission. Certification from the United States Access Board shall be required for the inclusive features.

Proposers may submit up to three (3) options. Each option must be submitted utilizing a separate Bid Tab provided as Exhibit "A" to this RFP. The Bid Tab shall include a detailed breakdown of costs. All required documentation listed below and at the bottom of the bid tab must be provided as attachments to each option.

Please note: the Village desires to keep the swings at the south side of park (on left when entering through the gate) and the large play structure on the north side of the park (to the right from the gate entrance.)

1. A scaled site plan showing the proposed equipment and relationship to the existing features (restroom building, tiki hut, shoreline.) No more than three playground designs will be accepted from a proposer,
2. Manufacturer's literature with pictures of the equipment being proposes,
3. Manufacturer's literature with specifications for each item or component of the equipment being proposed,
4. Manufacturer's literature with proof of required certifications,
5. Manufacturer warranties,
6. Proof of Manufacturer's Product Liability Insurance, and
7. Proof of installer factory certification.

The Village will require that the contractor awarded the bid for the Project make maximum use of products containing recycled/recovered materials, unless the products cannot be acquired competitively within a reasonable timeframe or are not available at reasonable prices.

Member Name Islamorada, Village of Islands
Bid Number RFP-23-04-0-2023/MS
Bid Name Design and Installation of an Inclusive Playground for Library Beach Park

1 Document(s) found for this bid

11 Planholder(s) found

SupplierName	FullName	Email	Address1	Address2	City	State	Postal Code	Phone	DeclaredAttributes	Certified Programs
Action Environmental	Jason Marberry	jason.marberry@actn.com	3007 North 50th Street		Tampa	FL	33619	4075839580		
Arkest LLC	Rafael Caldera	arkest@att.net	50 N Laura Street	Suite 2500	Jacksonville	FL	32202			
Bliss Products & Services, Inc.	Gregg Bliss	info@blissproducts.com	6831 S. Sweetwater Road		Lithia Springs	GA	30122	8002482547	Small Business	
Dodge Data	Bonny Mangold	dodge.docs@construction.com	4300 Beltway Place, Ste 150		Arlington	TX	76018	4133767032		
Korkat	Meghan McDonald	meghanm@korkat.com	400 Butler Drive		Carrollton	GA	31523	7702149322		
Onvia, Inc. - Content Department	Content Source Management	sourcingsupport@deltek.com	509 Olive Way, Suite 400		Seattle	WA	98101	2063739500		
Play Space Services, Inc.	Paul Bickham	pbickham@arcflorida.com	3125 Skyway Circle		Melbourne	FL	32934	3217750600		
Playmore West, Inc.	Luke Russell	lukes@playmoreonline.com	10271 Deer Run Farms Road	Suite 1	Fort Myers	FL	33966	2397912400		
Rep Services Inc.	Nisha Singh	nsingh@rep-services.com	165 W JESSUP AVE		Longwood	FL	32750-4146		Small Business	
Sky Living Co	Gabriel Tubella	info@skylivingco.com	9466 NW 19TH PL						Hispanic	
Swartz Associates, Inc.	Dan Swartz	mail@parkplayusa.com	PO Box 112783	Unit 5K	Hialeah Gardens	FL	33322	7864097970	Owened, Small Business	
					Naples	FL	34108	8139492288	Small Business	



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 2

**DESIGN AND INSTALLATION OF AN INCLUSIVE
PLAYGROUND FOR LIBRARY BEACH PARK (RFP 23-04)**

ISSUE DATE: February 8, 2023

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

Question 1: Is bonded mulch the desired new surfacing? If so, are you wanting the bonded mulch in all of the existing sand areas?

Answer: With regard to the surfacing material, please refer to Addendum No. 1 which provided the following correction/clarification: "Poured-in-place rubber playground surfacing" is the surfacing required for the project.

With regard to the area for the poured-in-place rubber playground surfacing, please refer to the attached marked-up aerial view of the park showing existing conditions and areas for surfacing provided as Exhibit "A". All existing sand areas are to be surfaced with the exception of the two small sand areas as noted on the aerial.

(Please note that images found on Google Maps and other sites may not reflect the current conditions. Shoreline area is currently sod, not sand.) Additional photographs of the park are provided as Exhibit "B".

Question 2: Are all trees to stay? In the playground area to stay? If not, will the city be removing them?

Answer: There is no plan to remove any trees. If the chosen proposer's design would necessitate removal of one or more palm trees, the Village would remove the palm tree(s) as needed at the Village's expense.

Question 3: Is there an expected timeline for project completion and will the city consider extended lead times from manufacturers?

Answer: Proposers should submit their timelines based upon the actual time they would be able to schedule and complete tasks, from design and engineering to mobilization and installation of project elements. Extended lead times from manufacturers should be considered by the proposer when preparing their timelines. The start date for this project is not time sensitive. The most important aspect of the timeline is the installation schedule and minimizing the time the park will need to be closed to the public.

Daniel C Boop
2/24/2023

EXHIBIT "A"

201

NEW SIDEWALK

6' EXISTING SIDEWALK

SAND

SAND

465

8

Exhibit "B"

Showing entrance gate, edge of restroom and location for new 6' wide walkway.



Swings to left when entering through the gate.





View toward the water.



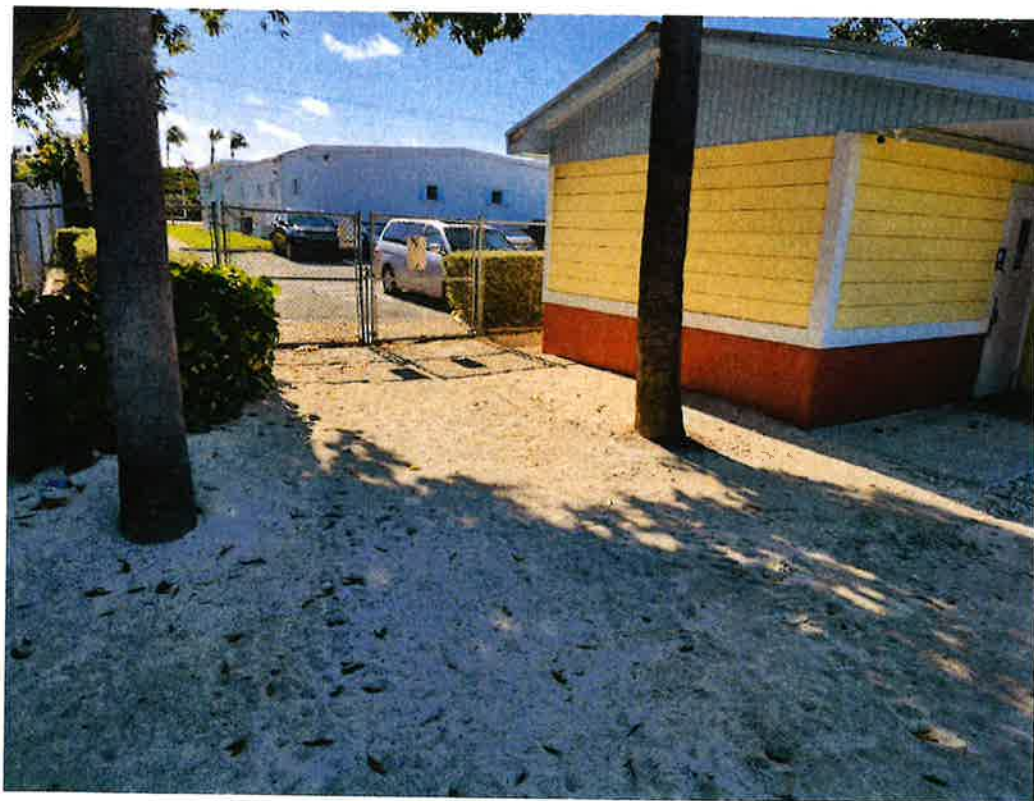
Other side of the park, view from the water toward the parking lot. Shows building on adjacent lot.







Service vehicle entrance from parking lot.



Completing circle of park, park entrance on the left past the restroom.





ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 3

**DESIGN AND INSTALLATION OF AN INCLUSIVE
PLAYGROUND FOR LIBRARY BEACH PARK (RFP 23-04)**

ISSUE DATE: February 17, 2023

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

Question 1: Does the entire playground area require EPDM? The cost of this material is quite expensive and as it seems that there will require around 10,000sqft of surfacing with a budget of 246,000 I don't believe there is enough money for that surfacing and the playground. Are you open to other surfacing options??

Answer: No. The Village will not consider other surfacing options at this time.

Question 2: If not open to other surfacing options, are we able to quote a smaller space located only under the use zone of the playground equipment where required by astm guidelines??

Answer: The intent is to use current sand areas as play space. As stated in the RFP, Contractors may present up to three alternative designs. Each design shall show the area to be surfaced. Proposers may use their alternative designs to show cost savings.

Daniel C. Boop
2/24/2023



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 4

**DESIGN AND INSTALLATION OF AN INCLUSIVE
PLAYGROUND FOR LIBRARY BEACH PARK (RFP 23-04)**

ISSUE DATE: February 21, 2023

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

Question 1: How deep is the coquina in the playground area? We will need to know if we will be removing coquina or just sand to determine installation length. Please let me know for both areas of the playground.

Answer: We don't know at what depth the coral rock begins. We know the sand is six inches (6") deep.

*Daniel C. Boop
2/24/2023*



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 5

**DESIGN AND INSTALLATION OF AN INCLUSIVE
PLAYGROUND FOR LIBRARY BEACH PARK (RFP 23-04)**

ISSUE DATE: February 22, 2023

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

Question 1: Would the city be open to disposing of the sand as waste management will not allow us to use their dumpsters for sand removal.

Answer: The Village will take delivery of the sand from the contractor at Islamorada Founders Park, 87000 Overseas Hwy. The contractor will not have to dispose of it.

*Daniel Boop
2/24/2023*



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 6

Extension of Deadline to Submit Proposals
To March 9, 2023 at 3:00PM

**DESIGN AND INSTALLATION OF AN INCLUSIVE
PLAYGROUND FOR LIBRARY BEACH PARK (RFP 23-04)**

ISSUE DATE: February 23, 2023

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

Question 1: Is an extension available for this project?

Answer: The Village hereby extends the bid submittal deadline to Thursday, March 9, 2023 at 3:00 p.m.

Daniel C Boyp
2/24/2023

Tab 7 Timeline

Implementation Schedule-Library Beach Park

From date of fully executed contract, completed design, agreed upon installation location and color selections.

Order Entry	21 Days
Fabrication	110 Days
Delivery	7 Days
Installation of Playground Equipment	14 Days
Installation of Surfacing	7 Days
Total Days	159 Days

*Permit approval times can vary, this is dependent on the customer's permit department.

Tab 8 Warranty

PLAYWORLD LIMITED WARRANTY

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Steel and aluminum deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

2. **LIMITED TWENTY-FIVE (25) YEAR WARRANTY:** Spring Mates® aluminum castings.

3. **LIMITED FIFTEEN (15) YEAR WARRANTY:** Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below by product family type.

4. **LIMITED TEN (10) YEAR WARRANTY:** Fiberglass signage, accessible swing seats, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, Hat Shade fabric and components, Shade Canopy fabric and components, Hypar Shade fabric and components, and Shadesure and Colourshade FR fabrics. (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

5. **LIMITED FIVE (5) YEAR WARRANTY:** Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™, AeroGlider™, Border Timbers™, flex treads, wood and polycarbonate panels, Eco-Armor coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, and motion/moving play components and parts.

6. **LIMITED THREE (3) YEAR WARRANTY:** Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, and circuit boards.

7. **LIMITED ONE (1) YEAR WARRANTY:** NEOS® electronic based play products, swing chain, swing devices, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their

essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Safety & Standards



CERTIFICATIONS AND SAFETY STANDARDS:

ISO 14001 certification guarantees that Playworld Systems, Inc. meets the highest standards for environmental-responsible manufacturing.



ISO 9001 certification guarantees that Playworld Systems, Inc. meets stringent quality-control standards in manufacturing our play equipment.

The Consumer Product Safety Commission (CPSC) – Look for "CPSC Pub.325" to see Playworld Systems, Inc.'s CPSC-compliant products.

- **CPSIA** – Playworld Systems, Inc.'s products meet or exceed the requirements of the Consumer Products Safety Improvement Act (CPSIA) of 2008.



The European Norm (EN) covers general safety requirements and test methods. Look for "EN1176" to see Playworld Systems, Inc.'s EN-compliant products.



The European RoHS directive restricts the use of six hazardous materials in the manufacture of electronic equipment, and seeks to reduce the amount of hazardous materials entering electronic products. All Playworld Systems, Inc.'s electronic products are RoHS compliant.

- **Singaporean Standard** – Based primarily on the ASTM standards, the Singaporean Standard is widely used throughout Asia.



Playworld Systems, Inc. is a founding member of the International Play Equipment Manufacturers Association

(IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children to play. In the interest of playground safety, IPEMA provides a third-party certification service, whereby a designated independent laboratory, TÜV America, validates a participant's certification of conformance to the following standards:



- **ASTM F1487** – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use



- **CAN/CSA Z614** – Guideline on Children's Play Spaces and Equipment



- **ASTM F1292** – Standard Specification for Impact Attenuation Under and Around Playground Equipment

The use of the corresponding IPEMA certification logos (shown left) signify that Playworld Systems, Inc. has received written validation from an independent laboratory that the product associated with the use of the logo conforms with the requirements of the indicated standard. Check the IPEMA website (ipema.org) to confirm product validation.

Playworld Systems, Inc. is proud to hold these prestigious designations. For more information regarding the above standards, visit Playworld.com/Standards or contact your local Playworld Systems, Inc. representative.

TERMS OF SALE • PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, USA, and shall be exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. **DESIGN:** Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.

As of Substantial Completion Date

Project:

To:

Playmore West, Inc., d.b.a. Playmore Recreational Products and Services, hereby warrants and guarantees for the benefit of the above owner and/or contractor and their successors and partners and assigns, as follows:

1. **Warranty:** The materials and equipment furnished and the work performed by the undersigned for the project are of good quality and new, unless otherwise required or permitted by the Contract Documents. They are free from defects not inherent in the quality required or permitted and are in conformance with the requirements of the Contract Documents.
2. **Corrections:** In the event of any breach of the foregoing warranty or any discovered defects or failures of the materials and equipment furnished or work performed by the undersigned, the undersigned shall within 48 hours after receipt of notice thereof, correct, repair or replace as necessary such materials, equipment or work at the undersigned's sole cost.
3. **Duration:** This Warranty shall commence as of the completion date or the date of issuance of a certificate of occupancy for the entire project and shall remain in effect for the longer of that period as required by the Contract Document; that period as required by the statutes of the State of Florida, including without limitation, when applicable, Florida Statutes Sections 718.124, 95.11 and 718.203, or the following periods.

Materials, Equipment, Work

Playground Equipment & Installation

Warranty Period

1 YEAR

4. **Manufacturer's Warranties:** Manufacturer's warranties may be in effect for a longer period than the warranty provided by Playmore West, Inc., d.b.a. Playmore Recreational Products and Services. Copies of those warranties are attached, or can be obtained by contacting the manufacturer directly.

Playmore West, Inc., d.b.a. Playmore Recreational Products and Services

By:

Ryan Russell

Title: President

SWORN TO and subscribed before me this day of , 2021.

Notary Public

My Commission Expires (seal)

Personally Known

Tab 9

Ability to Obtain Bonds



940 West Port Plaza
St. Louis, MO 63146

Commercial Surety
Travelers Bond
Phone: (314) 579-8306
Fax: (888) 400-6771

2/21/2023

**Re: PLAYMORE WEST, INC.
Surety Company Reference**

To Whom It May Concern:

We are providing this information at the request of PLAYMORE WEST, INC. Travelers has had a surety relationship with PLAYPOWER HOLDINGS, INC. and their direct subsidiaries PLAYMORE WEST, INC. dating back to 1995. We have supported PLAYMORE WEST, INC. on projects with a single limit in excess of \$5,000,000 and extended aggregate surety credit valued at \$35 million.

We continue to be confident in this principal's ability to perform and we recommend them for your favorable consideration. Travelers has not been required to perform under a labor and material payment bond or performance bond for the referenced company. Travelers Casualty and Surety Company of America is rated A++ by A.M. Best .

Please note that the decision to issue any performance and payment bonds for the above mentioned client is a matter between PLAYPOWER HOLDINGS, INC. and Travelers Casualty and Surety Company of America and will be subject to our standard underwriting at the time of the final bond request, this includes the review of the bond form, contract terms and our other normal underwriting criteria. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me at (314)719.5136.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Jennifer Williams, Attorney-In-Fact



Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XV (2 Billion or greater).

A.M. Best's rating of A++ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of Nov. 5, 2022, are used with permission, and are subject to changes by the rating services. For the latest rating, access ambest.com.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Williams** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

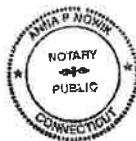
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

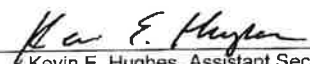
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **February**, **2023**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Tab 10

Required Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2022

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 Insurance Service, Inc.
904 N Main St
Lapel IN 46051

CONTACT
NAME: Bill Hodgkins
PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 888-262-9217
E-MAIL: billh@cooperindiana.com
ADDRESS:

INSURED
Playmore West, Inc.
10271 Deer Run Farm Rd, Ste 1
Fort Myers FL 33966

PLAYWES-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Specialty Un Ins Co	13037
INSURER B: National Union Fire Ins Co	19445
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 263575914

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		CSU0143119	12/14/2022	12/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		BE058406691	12/14/2022	12/14/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alachua County is an additional insured for general liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tab 11

State and Local Authorization

State of Florida

Department of State

I certify from the records of this office that PLAYMORE RECREATIONAL PRODUCTS AND SERVICES is a Fictitious Name registered with the Department of State on May 11, 2017.

The Registration Number of this Fictitious Name is G17000052345.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on September 1, 2022, and expires on December 31, 2027.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Second day of September, 2022*




Secretary of State



The City of Fort Myers, Florida

Community Development Department
1825 Hendry Street, #101
Fort Myers, Florida 33901

Telephone: 239-321-7990
Email: businessstax@cityftmyers.com

Business Tax Renewal October 1, 2022 - September 30, 2023

PLAYMORE WEST INC
10271 DEER RUN FARMS RD #1 RD

Phone: 2397912400
Email:

FT MYERS, FL 33966

Dear Business Owner:
Your Business Tax with the City of Ft Myers is due .

Pay by Online* Credit cards only

Invoice #: INV-00049686

<https://cdservices.cityftmyers.com/energovprod/selfservice#/payinvoice>
Input full invoice number i.e. INV-00012345
Select "Pay Now"

Pay by Mail: Make checks payable to: City of Ft. Myers

Fort Myers Business Tax
1825 Hendry St
Suite 101
Ft. Myers, FL 33901

****MUST BE PROCESSED PRIOR TO 11:00 P.M. SEPTEMBER 30 TO AVOID LATE FEES.**

IF YOUR BUSINESS IS CLOSED, PLEASE EMAIL A CLOSED BUSINESS AFFIDAVIT FORM TO OUR OFFICE. FORM MAY BE FOUND AT WWW.CITYFTMYERS.COM, UNDER BUSINESS TAX.

>> A new application must be submitted if there is a change in use, name or address - may require additional fees <<

Business Name: PLAYMORE RECREATIONAL		Business Tax #:BUS2006-50155	
Place of Business: 10271 DEER RUN FARMS RD #1			
Type of Business: (6) Administrator			
<u>Business Tax Due by September 30th:</u>		<u>TOTAL Amount Due If LATE PAYMENT Received IN:</u>	
\$50.00		October: \$55.00	December: \$60.00
		November: \$57.50	January: \$62.50

If paying by check, include Invoice # or Business Tax # on memo line

Tab 12

Contract Terms

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Daniel C. Boop

Signature of Authorized Certifying Official

Daniel C. Boop, Sales Manager

Name and Title of Authorized Certifying Official

2/24/2023

Date

9. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Daniel C. Boop

Signature of Authorized Certifying Official

Daniel C. Boop, Sales Manager

Name and Title of Authorized Certifying Official

2/24/2023

Date

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-04 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR AN INCLUSIVE PLAYGROUND AT LIBRARY BEACH; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has been awarded a grant from the Monroe County Tourist Development Council in the amount of Two Hundred Forty-Six Thousand Nine Hundred Sixty and 00/100 Dollars (\$246,960.00) to replace the existing Library Beach Park playground equipment with new inclusive equipment and features ("Project"); and

WHEREAS, on January 25, 2023, the Village issued Request for Proposals ("RFP") 23-04 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment for the design, engineering and construction of this Project; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a contractor to complete the Project; and

WHEREAS, the Committee reviewed six (6) proposals received using the selection criteria detailed in RFP 23-04 and recommends selection of the highest-ranked proposal from Playmore West, Inc. ("Playmore") for the requested services for an amount not to exceed Four Hundred Eighty-One Thousand Three Hundred Five and 24/100 Dollars (\$481,305.24); and

WHEREAS, the Village Council finds that approval of the Agreement with Playmore for the inclusive playground Design #2 proposal is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval of Selection.** The Village Council hereby approves the selection of Playmore and Design #2 for the Project.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Playmore, substantially in the form attached hereto as Exhibit "1", for completion of the Project.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Playmore on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the Services and to present budget amendments to the Village Council as necessary and appropriate.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: May 4, 2023
SUBJECT: **Resolution Approving Work Authorization No. 4 with CPH for Construction Engineering and Inspection of Green Turtle Hammock Preserve Improvements - TAB 2**

Background:

In May 2006, the Florida Communities Trust ("FCT") acquired the Green Turtle Hammock ("GTH") property to assist Islamorada, Village of Islands (the "Village") in protecting important natural resources and providing recreational opportunities in the form of parks, open space, and greenways for our community. The property was subsequently deeded to the Village to maintain and provide amenities per the agreed upon management plan with FCT. Since that time, the Village has been completing physical improvements to the property as outlined in and required by the management plan.

The first phase of a capital project for development of the new recreational amenities at GTH was demolition of the main residence on the property, which was completed in March 2020 at a cost of \$25,000.00. The second phase of this capital project was the completion of a conceptual design in February 2021. Effective August 14, 2020, the Village and CPH LLC ("CPH") entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering and architectural services resulting from a competitive bid process to create a library of engineers, architects and surveyors for the Village. In February 2021, as authorized by the Village Council's adoption of Resolution No. 20-09-88, CPH completed a conceptual design of these remaining physical improvements at GTH for a cost not-to-exceed \$55,000.00 under Work Authorization No. 1 to the CSA.

The third phase of this capital project which is nearing completion is the design and permitting of the remaining physical improvements at GTH which include an ADA-compliant kayak launch, an ADA-compliant dock, improved access from the upland area to the waterfront, a waterfront pavilion/observation tower, a restroom, and an improved parking area. As authorized by the Village Council's adoption of Resolution No. 21-04-35, CPH is completing the design and permitting of these remaining physical improvements at a cost not-to-exceed \$129,945.00 under Work Authorization No. 2 to the CSA. Construction observation and construction engineering and inspection (CEI) will be a necessary component to the construction of the project. A request for proposals for project construction is expected to be issued by the Village in May 2023.

Analysis:

For completion of these CEI services, staff requested a proposal from CPH in accordance with the current CSA. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 4

between the Village and CPH for the CEI of the GTH construction project at a cost not to exceed \$45,135.00. CPH will perform the Scope of Services contained in this Agreement as time and materials based on the standard hourly rate schedule per the CSA. The Village would be informed when the services are about to exceed this limit.

Work Authorization No. 4 would become effective upon full execution by both parties through December 31, 2025. Under this agreement, outlined in the Scope of Services within Exhibit "B", CPH will provide: attendance at construction meetings, response to RFI's, review/approve shop drawings, issue minor field changes, respond to all change order requests, complete on-site visits during construction, review as-builts, preparation of Engineers Certification Letters, review of all contractor's documents, provide monthly progress reports and determine project completion in accordance with project closeout requirements.

Budget Impact:

Village staff have identified the Parks and Recreation Impact Fees as an appropriate funding source for this service and the capital project construction costs pursuant to Sections 30-361 & 30-362 of the Village's Code of Ordinances and Village Comprehensive Plan Policy 9-1.1.1 which direct the financing of public facilities using impact fees collected for new development. As both Upper and Lower Matecumbe Keys have experienced increased residential development after Hurricane Irma in September 2017, public facilities that are to be constructed at GTH will elevate service levels to Village residents, especially those located on Upper and Lower Matecumbe Keys. For these reasons, the use of Parks and Recreation Fees is proposed and is deemed appropriate for this project.

Costs of the GTH improvements project are being accounted for in the Capital Projects Fund and \$325,000 has been included in this fund for this project in the FY 2022-23 budget. Transfers of Parks and Recreation Impact Fees accounted for in the Impact Fee Fund are made to the Capital Projects Fund as needed. As of April 30, 2023, the estimated fund balance restricted for Parks and Recreation Impact Fees is expected to be \$1,073,500.00.

Staff Impact:

The Village's Environmental Resources Manager and Public Works staff would continue to work with CPH to assist with any environmental or engineering questions or issues that arise during construction.

Recommendation:

Staff recommends that the Village Council approve and adopt the attached resolution, thereby authorizing a Work Authorization No. 4 with CPH for services and approving the related expenditure of \$45,135.00 from Parks and Recreation Impact Fees.

- Attachments:**
1. Resolution_CPH_GTH CEI WA#4
 2. Ex. A_WA#4 CPH CEI_GTH_Agreement
 3. Ex. B_CPH Proposal_Green Turtle_CEI

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 4 WITH CPH LLC FOR GREEN TURTLE HAMMOCK PRESERVE IMPROVEMENTS CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING AND INSPECTION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") owns the 10.7-acre Green Turtle Hammock Preserve ("GTH") located on Upper Matecumbe Key, which was purchased with grant assistance from the Florida Communities Trust ("FCT") for the purposes of environmental preservation and recreational development; and

WHEREAS, pursuant to the restrictive covenants set forth in the acquisition documents for GTH, FCT required that the Village develop a Management Plan for the property which includes the design and development of site improvements to support public outdoor recreation and environmental interpretation of the park; and

WHEREAS, the Village has completed the design of the remaining site improvements for the property and are planning to move into a construction phase; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary construction observation and construction engineering inspection services during construction of the site improvements; and

WHEREAS, the Village sought the expertise of CPH, LLC ("CPH") to develop a "Scope of Services" for this project, as detailed in Exhibit "B" attached hereto; and

WHEREAS, pursuant to RFQ# 20-03, the Village entered into a current Continuing Services Agreement ("CSA") with CPH for professional engineering and architectural support services; and

WHEREAS, CPH is willing to perform the Services as outlined in the Scope of Services, attached as Exhibit "B," in an amount not to exceed Forty-five Thousand One Hundred Thirty-five Dollars (\$45,135.00); and

WHEREAS, Village staff has identified the Parks and Recreation Impact Fees as an appropriate funding source for this project; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 4 with CPH for the Services is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 4 with CPH, attached as Exhibit "A," for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the

Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CPH, LLC

For

Work Authorization No. 4

Engineering, Surveying & Architectural Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and CPH, LLC (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide Construction Observation and Construction Engineering and Inspection for the Green Turtle Hammock Preserve improvements project as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Construction Observation and Construction Engineering and Inspection services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the Village's Green Turtle Hammock Preserve Improvements Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "B."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *On-site visits during construction*
- *Attendance at construction meetings and preparation of minutes*
- *Response to RFI's*
- *Review/approval of shop drawings*
- *Response to change order requests*
- *Review of as-builts*
- *Preparation of Engineers Certification Letters*
- *Review of contractor's documents*
- *Monthly progress reports*
- *Determination of project completion*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2025**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to

the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Project Agreement as Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Time and Materials Compensation. VILLAGE agrees to pay CONSULTANT for time and materials in an amount not to exceed Forty-five Thousand One Hundred Thirty-five Dollars **(\$45,135.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of time and materials according to the standard hourly rate schedule per the Continuing Contract. The CONSULTANT shall perform all services set forth within a not to exceed amount stated above. Said amount includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Time and Materials Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Project Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The

VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Project Agreement. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE,

transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Kyle Bechtelheimer, P.E.</u>	<u>Sr. Project Engineer</u>
<u>Todd Hendrix, P.E.</u>	<u>Sr. Vice President / Associate</u>
<u>Amy Daly</u>	<u>Director of Environmental Services</u>
<u>Amanda Martin</u>	<u>Project Engineer</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or

resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ted Yates, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Interim Village Attorney

CONSULTANT

CPH, LLC

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name:_____

Print Name:_____



Green Turtle Hammock Improvements

**PROFESSIONAL ENGINEERING SERVICES
FOR THE
ISLAMORADA, VILLAGE OF ISLANDS
GREEN TURTLE HAMMOCK IMPROVEMENTS**

CPH, Inc. has prepared this proposal to provide professional services for the above referenced project. This Agreement is composed of details of the services to be performed. Islamorada, Village of Islands herein called the "CLIENT", and CPH, Inc. as the "CONSULTANT".

PROJECT DESCRIPTION

CPH hereby proposes to conduct Construction phase engineering services for the Green Turtle Hammock Pavilion project.

SCOPE OF SERVICES

**TASK A – CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING
AND INSPECTION (CEI)**

CPH shall attend one pre-construction meeting with Village and selected contractor to review the general site, plan sets, permit requirements, schedule for construction, and overall procedures.

CPH shall respond to RFIs, review/approve shop drawings, and issue minor field change exhibits as needed to facilitate field conditions. CPH shall review, evaluate, and issue responses to all change order requests.

CPH will complete up to one site visit during construction, and review as-builts (by contractor) to ensure design standards were upheld. Upon acceptance of the as-builts, CPH will complete one substantial punch-list walk, create punch list for contractor to remedy, and complete one final walk to ensure completion of the project.

CPH will prepare Engineer's Certification Letter stating completion of project meets the intended design.



CONSTRUCTION ENGINEERING AND INSPECTION

Construction Engineering and Inspection (CEI) Services shall be provided for the project in accordance with the attached schedule.

The CEI ENGINEER will provide CEI Services during the construction contract and schedule. This project consists of the construction of a new 2-story pavilion at the Green Turtle Hammock Nature Preserve in Islamorada, Florida. The plans also include site improvements, shoreline stabilization, a new kayak launch, and landscaping. This scope of services includes provisions for observation of work for compliance with Plans and Specifications on more or less a continuing basis as construction proceeds; notification of the Contractor of non-compliance; observation of materials at the job site; and provide a record of the Contractor's activities throughout the construction, including notations on the nature and cost of any extra work or changes ordered during construction; however, the CEI ENGINEER is not responsible for the performance of the construction contract by the Contractor. The CEI ENGINEER will provide personnel to observe the Contractor's work during the execution of the Construction Contract.

Through the on-site observations of the work including progress and field checks of material and equipment, the CEI ENGINEER will endeavor to provide protection for the Village against defects and deficiencies in the work, but the furnishing of these services shall not make the CEI ENGINEER responsible to find or note all discrepancies in the work nor for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

The CEI ENGINEER shall not be responsible for the acts or omissions of the Contractor or of any of the Contractor's, Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.

The CEI ENGINEER shall provide qualified personnel to conduct the work as further described herein. The CEI ENGINEER will provide a Senior Project Engineer and a Project Administrator as required to manage and oversee the Construction Contract. Inspectors will be provided as required to observe construction activities.

BASIC SERVICES OF THE CEI ENGINEER

The CEI ENGINEER agrees to perform professional engineering services in connection with the construction project as hereinafter stated.

The CEI ENGINEER will serve as the Village's professional engineering representative in those phases of the project to which this Scope of Services applies, and will give consultation and advice to the Village during the performance of services.



The CEI ENGINEER will conduct the preconstruction meeting and will issue meeting minutes as a follow up to the meeting to all attendees.

The CEI ENGINEER will review and approve the Contractor's Quality Control Plan (QCP) which requires the Contractor to be responsible for materials sampling, testing, and inspection. The CEI ENGINEER has the primary function of performing Quality Assurance (QA) by ensuring the Contractor follows the approved QCP. When the Contractor does not follow the QCP then it will be documented in the Daily Work Report, discussed below, and remedied by the Contractor.

The CEI ENGINEER will check shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CEI ENGINEER will coordinate review and approval of the shop drawings by the Design Engineer and maintain a shop drawing log to keep track of the submittals. The Design Engineer will review submittals for conformance with the plans and specifications.

The CEI ENGINEER will assist the Village in issuing all instructions to the Contractor and assist in the preparation of routine Change Orders as may be required. The CEI ENGINEER may, as a designated project representative by the Village, require special inspection or testing of the work (whether or not fabricated, installed or completed). The CEI ENGINEER will coordinate with the Village and Design Engineer to respond to RFI's from the Contractor. The Design Engineer will provide responses to issues related to changes or questions regarding design.

The CEI ENGINEER will conduct **monthly progress meetings** throughout the duration of the project. The project duration is anticipated to be 12 months for construction. The meetings are anticipated to last for approximately one hour each. The CEI ENGINEER will issue meeting minutes as a follow up to the meeting to all attendees.

The CEI ENGINEER will field review the Contractor's work on a monthly basis and generate a report to log. Any QCP lapses by the Contractor will be reported on this log.

Based on the CEI ENGINEER's on-site observations as an experienced and qualified design professional, and on his review of the Contractor's applications for payment, review of this information with the Village Project Representative, review of supporting data, and information received from the Village, the CEI ENGINEER will determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations to constitute representations to the Village, that are expressions of the CEI ENGINEER's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the



work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his approval). The CEI ENGINEER will review the Contractor's submittal of Certification Disbursement of Previous Periodic Payments to Subcontractors. Should the Contractor not submit a fully completed Certification with each progress payment, then the CEI ENGINEER will not recommend payment to the Contractor by the Village.

For the purposes of this Scope of Services, it is assumed that the construction of the Village's facilities will occur over a period of 12 months. The CEI ENGINEER will provide on-site observation services monthly or as required to perform scope of services. The on-site observation and inspection services include review of installed work and work in progress, as well as verification that the Contractor's work is in compliance with plans, specifications, change orders and field directives. The CEI ENGINEER will also coordinate with Village personnel as needed. The CEI ENGINEER will observe work and will selectively inspect delivered materials on-site (not including materials testing to be provided by others) as to compliance with the Contract Documents. If it is determined that, due to construction progress (or lack thereof) or other related matters, that additional time and cost, or other changes than enumerated in this scope of services are required to adequately address the construction inspection or administration items, then the CEI ENGINEER is obligated to bring this situation to the Village's attention and to furnish services as may be agreed upon and to negotiate a change in the authorized fee. The CEI ENGINEER will follow the Village's process for contract modifications, including changes to the work or the contract time, and complete Village's standard forms for submittal.

The CEI ENGINEER will provide a monthly progress report to the Village as a record of the Contractor's activities throughout the construction, including notations on the nature and cost of any extra work or changes ordered during construction; however, the CEI ENGINEER is not responsible for the performance of the construction contract by the Contractor. CEI ENGINEER's report will only cover activities observed by the CEI ENGINEER per this scope of services.

The CEI ENGINEER will coordinate with contractor on backfill compaction testing requirements. The CEI ENGINEER's Senior Project Engineer will review the Contractor's compaction testing and MOT for compliance with contract requirements.

The CEI ENGINEER will, in conjunction with the Village representatives conduct a substantial completion inspection of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents. The CEI ENGINEER will prepare a "punch List" of items that are deficient or incorrect. The CEI ENGINEER will provide these services in accordance with the project closeout requirements.

The CEI ENGINEER will assist the Village in the review of Contractor provided record drawings/surveys and other as-built data for installed facilities and present any apparent



discrepancies between the as-built conditions and the design conditions to the attention of the Village. The CEI ENGINEER will coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation.

SERVICES NOT INCLUDED

The following services are not anticipated and not included in this Agreement at this time:

- Weekly Progress Meetings
- Major Design Modifications to Permitted Plans

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

COMPENSATION

CPH will perform the Scope of Services contained in this Agreement as time and materials (T&M. Refer to the Standard Hourly Rate Schedule to be utilized on this project per continuing services agreement. This scope is Time and Materials (Hourly) as Not-to-Exceed (NTE) budget. The Village will be informed when the services are about to exceed this limit. Please see attached CEI schedule for estimated hours as part of the T&M fee, including estimated expenses. The project total **\$45,135 T&M.**

CPH, INC. AUTHORIZATION

By:

A handwritten signature in black ink, appearing to read 'Kyle Bechtelheimer', is written over a horizontal line.

Kyle Bechtelheimer, P.E.
Vice President / Associate

Date:

4/19/2023

Exhibit A
Islamorada, Village of Islands
Construction Services for Green Turtle Hammock

	Construction Engineering and Inspection (CEI) Services	Sr. Project Manager	Sr Project Engineer/Architect	Construction Field Rep II	Administrative
Pre-Construction	Conduct preconstruction meeting	5	5	0	1
	Review of Shop Drawings	4	16	2	2
Construction Services	Review Contractor RFI's, and Requests for Change Orders and prepare responses or recommendations	8	24	4	2
	Conduct Progress Meetings (Monthly for 12 months)	12	16	12	2
	Review Payment Applications	2	4	4	1
	Inspection during construction (10 hours per month for 12 months during construction)	16	16	120	2
	Conduct Substantial Inspection with City and Contractor and prepare punch list and Completion Certificates	8	8	8	1
Post Construction	Review of Contractor provided As-Builts	4	4	2	1
	Conduct a Final Inspection, prepare information for Certificate of Final Completion for project. Assist the City with preparation of close out documentation.	1	2	2	1
Total Hours		60	95	154	13

TOTAL LABOR COST \$42,015.00

TOTAL COST INCLUDING EXPENSES \$45,135.00

	<u>RATE</u>	<u>HOURS</u>	<u>FEE</u>
Sr. Project Manager	\$180.00	60	\$10,800.00
Sr. Project Engineer / Architect	\$140.00	95	\$13,300.00
Field Rep II	\$110.00	154	\$16,940.00
Administrative	\$75.00	13	\$975.00
Total Labor Cost			\$42,015.00
Expenses			\$3,120.00
TOTAL			\$45,135.00

Expenses during Construction (12 months)	
Mileage	220.00/Month
Other	40.00/Month
Sub-Total	\$260.00/Month
TOTAL for 12 months	\$3,120.00



Council Communication

To: Mayor and Village Council
From: Sheila Denoncourt, Chief Building Official
Date: May 4, 2023
SUBJECT: **Resolution Approving Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC, for Building Support Services - TAB 3**

Background:

The Village has an existing Continuing Services Agreement with M. T. Causley, Inc., for plans review and building permit inspection services to supplement the staffing needs of the Building Department. In recent months, M. T. Causley has experienced similar challenges as the Village in filling positions, and at times the firm has not been able to provide contract staffing for some specialties. As an additional resource for plans review and building inspection services, the Building Department would like to enter into an agreement with All Aspects Inspection Services, LLC, which is based in Key West.

On November 21, 2020, the City of Key West issued RFP No. 001-21 for Building Permit Plan Review and Inspections Services. As a result of this bid process, Key West entered into an agreement with All Aspects Inspection Services, LLC. Staff would like to piggyback the Key West bid process to enter into an agreement for similar services with All Aspects Inspection Services, LLC.

Analysis:

The attached Resolution would approve a Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC, and would approve a waiver of competitive bidding by piggybacking the City of Key West's bid process. Paragraph 5 of the Village's Agreement provides the rates for the inspections and plans examiner services, and Paragraph 6 specifies the term of the Village's Agreement.

Budget Impact:

Payments to All Aspects Inspection Services, LLC, would be reflected in the Professional Services account in the Building Fund with a primary revenue source of Building Permit Fees. The FY 2022-2023 approved budget for Professional Services in the Building Services Fund includes \$487,500.00.

Staff Impact:

The Village's Chief Building Official would be responsible for scheduling inspectors each week and monitoring costs incurred against total budget.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution, thereby approving an Agreement with All Aspects Inspection Services, LLC.

- Attachments:**
1. 2_Reso_All Aspects_Piggyback Agreement_050423 RVCM (FINAL)
 2. Ex A to Reso_Piggyback Agreement All Aspects (FINAL)
 3. Key West CONTRACT 2021.03.05

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE CITY OF KEY WEST RFP NO. 001-21 BID PROCESS; APPROVING AN AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village's Building Services Department desires certain building permit plan review and inspection services ("Services"); and

WHEREAS, the City of Key West, Florida, issued RFP No. 001-21 on November 21, 2020 and competitively awarded a contract to All Aspects Inspection Services, LLC, pursuant to that RFP; and

WHEREAS, pursuant to Section 2-328(2) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding requirements may be waived by use of an existing contract with another municipality when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities; and

WHEREAS, the Village and All Aspects Inspection Services, LLC, desire to enter into an Agreement to enable All Aspects Inspection Services, LLC, to provide Services to the Village; and

WHEREAS, the Village Council finds that approval of the Agreement with All Aspects Inspection Services, LLC, is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval of Agreement.** The Village Council hereby approves the Agreement between All Aspects Inspection Services, LLC, and the Village, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. **Approval of Waiver of Competitive Bidding.** The Village Council approves a waiver of competitive bidding and the piggyback bidding process of the City of Key West for engagement of the services to be provided by All Aspects Inspection Services, LLC.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

COOPERATIVE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

ALL ASPECTS INSPECTION SERVICES, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 202__ (the "Effective Date"), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and **ALL ASPECTS INSPECTION SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, the Village desires certain Building Permit Plan Review and Inspection Services; and

WHEREAS, the City of Key West, Florida, issued RFP No. 001-21 on November 21, 2020, (the "Services") and competitively awarded a contract to Contractor pursuant to the RFP, which contract is attached hereto as Exhibit "A" (the "Key West Contract"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Key West Contract in this Agreement, except as otherwise modified or amended herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

- 1. Incorporation of Contract.** The terms and conditions of the Key West Contract attached hereto and made a part hereof as Exhibit "A" and is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Key West Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
- 2. Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Key West Contract, the terms and provisions of this Agreement shall control.
- 3. Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Key West Contract unless otherwise provided in this Agreement. All references to the City of Key West shall be replaced with Islamorada, Village of Islands where applicable, and all references to the City ETrakit system shall be replaced with Village CityView system.
- 4. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Amending Page 8 of City of Key West Contract.** Page 8, under the heading "Rates" of the Key West Contract is hereby amended as follows:

2nd Paragraph: Inspections will be billed at \$80.00 per inspection.

Hourly Rates Schedule: Plans Examiner Rate will be \$100.00 per hour.

6. **Amending Page 9 of City of Key West Contract.** The language on Page 9 under the heading Term of the City of Key West Contract regarding the Term of the Agreement is hereby deleted in its entirety and replaced as follows:

Term

This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect unless terminated by either party for cause, or terminated by either party for convenience, upon thirty (30) days written notice in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

7. **Additional Provisions.** In addition to the provisions set forth in the City of Key West Contract the following provisions shall apply:

Commented [LS1]: Add this to Additional Provisions below.

- 7.1. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

- 7.2. **Scrutinized Companies.** Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if Consultant, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- 7.3. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this

Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

7.4. Public Records. Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Village is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Village shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Village upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.

8. Notices/Authorized Representatives. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Village designate the following as the respective places for giving of notice:

Village: Village Manager
Attn: Ted Yates
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
villagemanager@islamorada.fl.us

Copy To: Village Attorney
Attn.: John J. Quick
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
jquick@wsh-law.com

Contractor: All Aspects Inspection Services, LLC
Attn: James C. Reynolds, Managing Partner
24478 Overseas Highway
Summerland Key, FL 33042

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

ISLAMORADA, VILLAGE OF ISLANDS

CONTRACTOR

By: _____
Ted Yates
Village Manager

Attest:

By: _____
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

By: _____
Name: _____
Title: _____
Entity: _____

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

Islamorada, Village of Islands

E-Verify Affidavit

EXHIBIT A
COPY OF CITY OF KEY WEST CONTRACT

Islamorada, Village of Islands

Exhibit A

PLANS REVIEW AND INSPECTION SERVICES AGREEMENT

OWNER: City of Key West
1300 White Street, Key West, Fl.

DATE: March 5, 2021

ALL ASPECTS INSPECTIONS SERVICES, LLC (CONTRACTOR) operates in accordance with the State of Florida Alternative Plans Review and Inspection Program, as described in Florida Statutes 553.791 and shall provide building permit plans review and inspection services for the City of Key West, Fl. These services will be performed as an extension of the Building Department Staff and will coordinate directly with the Building Official and Assistant City Manager. The Building Official is the Authority Having Jurisdiction (AHJ) and CONTRACTOR will be providing a supporting role.

Plans Review Services

As and when requested by the City, CONTRACTOR will review plans as required by the Florida Building Code, typically performed by City of Key West Building Department personnel. Plan review would be limited to structural, building, mechanical, electrical, fuel gas, accessibility and plumbing disciplines. Each discipline will be reviewed by a plans examiner or engineer licensed by the State of Florida. State of Florida registered structural engineers, certified by the State of Florida will review structural plans.

CONTRACTOR will review the project documents for compliance with applicable Florida building codes. Plan review comments, if any, shall be communicated to the client through the City eTrakit system. Upon completion and approval of the project documents, CONTRACTOR will provide signed and sealed Plan Compliance Affidavits for all disciplines to the City certifying the documents have been reviewed for Florida Building Code compliance.

Proposed Commercial and Residential Plans Review Services:

- Architectural Plans Review/ADA
- Structural Plans Review
- Mechanical, Electrical and Plumbing Plans Review
- Shop Drawing and NOA review (must be included in the initial, second or third reviews)

Plans Review Procedures and Requirements:

- Plan review shall be provided on an expedited basis.
- Electronic signed and sealed plans, NOA's, calculations, and all other supporting documents in PDF format shall be supplied to CONTRACTOR to initiate the plan review process.
- Upon approval of all disciplines, CONTRACTOR will provide signed and sealed Plan Compliance Affidavits for those disciplines
- Fire plan review must be processed through the Fire Department.
- Plans review will be conducted/completed within the time frames described on Exhibit B attached hereto unless there is a mutually agreed deviation.

Inspection Services

CONTRACTOR will perform inspections required by the Florida Building Code, typically performed by the City of Key West Building Department personnel with State of Florida licensed inspectors or Engineers. Inspections will be performed on an "as requested" basis through the City's eTrakit system.

Inspections will be performed upon issuance of the required permits by the City of Key West Building Official. Required revisions and shop drawings will be reviewed and approved by the City and available on the job site.

Proposed Inspection Services:

- Building Inspections (i.e. drywall, insulation, framing, fire penetration, window, door buck, final)
- Roofing Inspections (i.e. insulation, in-progress, and final for membrane, additional inspections may be required depending on the roof type)
- Mechanical Inspections (i.e. rough, final, ductwork (if required)
- Electrical Inspections (i.e. rough, low voltage, underground, final)
- Plumbing Inspections (i.e. rough and final)

Inspection Procedures and Requirements:

- The City and the CONTRACTOR shall mutually establish a time limitation the day prior to inspection by which the CONTRACTOR shall receive inspection requests from the eTrakit system.
- Inspection results will be entered directly into the eTrakit system by CONTRACTOR staff.
- Threshold Inspections are not included in the scope of this Agreement.
- Inspections and results will be conducted /reported within the turn around times set forth on Exhibit B unless there is a mutually agreed deviation.

Terms and Conditions

- Invoices will be submitted on the 1st of each month and paid within 30 days of receipt.
- The General Contractor of record will be responsible for meeting all of the requirements of the most current Edition of The Florida Building Code as well as complying with all of the guidelines and restrictions of local regulations and ordinances.
- All Contractors including subcontractors shall carry and submit upon request all local and state licenses and copies of Insurance.
- The Contractor, including subcontractors, will be responsible for maintaining a current state license, competency card, and insurance throughout the duration of project.
- Inspections cannot be performed for any trade if license or insurance is expired or voided.
- All services not specifically indicated in the scope of services will be considered Additional Services and will be billed at \$110.00 per hour for inspectors and plan reviewers, and \$180.00 per hour for Engineers.

Indemnification

CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract.

Insurance

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City.
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.

- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.

- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub- contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS:

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$1,000,000.00
Property Damage Liability	
Combined Single Limit each Occurrence and Aggregate	

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00
Limit Each Accident	
Property Damage Liability	\$1,000,000.00
Limit Each Accident	

or

Bodily Injury &	
Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Professional Liability Insurance shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

FEMA

1. The terms and conditions contained in attached Exhibit "A", FEMA requirements, are incorporated herein for those inspections required for city projects generated by damages resulting from storms or other calamities resulting in a declaration of emergency by the governor of the State of Florida.

Rates

Plan Reviews are billed based on an hourly rate for Standard Building Plans Reviewers and Engineers for services provided Monday through Friday during regular business hours.

Inspections will be billed at \$75.00 per inspection. It is anticipated that there will typically be at least 10 inspections per day.

Fees for Additional Services: Additional services will be performed at the request of the city and include plan review services, attendance at meetings, consultations, reimbursable expenses such as copy costs, etc. Essentially any service requested by the city not directly related to an inspection and entering the results into the eTrakit system. Discussions or questions related to any particular inspection are not considered additional services.

	Hourly Rates			
	Plans Examiner	Inspector/ PM	Engineer	Principal
Plan reviews for master building permit Hourly rate.	<u>\$110.00/hr</u>		<u>\$180.00/hr</u>	
Shop Drawings (not included in the initial, second or third review for master permit)	<u>\$110.00/hr</u>		<u>\$180.00/hr</u>	
Review of revisions to the permitted Drawings	<u>\$110.00/hr</u>		<u>\$180.00/hr</u>	
Meetings	<u>\$110.00/hr</u>	<u>\$110.00/hr</u>	<u>\$180.00/hr</u>	<u>\$195.00/hr</u>
Plans Coordinator Services	<u>\$65.00</u> per hour			
Reimbursable Expenses†	Cost plus <u>15%</u>			

†Includes copies and Fed-Ex/UPS delivery charges.

The hourly rates stated above are based on services provided Monday thru Friday during regular business hours. Although no services are anticipated to be performed on Weekends, Holidays, or overtime, any service requested after 5 pm, Monday thru Friday, will be charged at 1.5 times the standard rate. Services requested on a weekend or holiday will be charged 1.5 times the standard rate.

A Cancelled inspection shall not be billable.

Single trade inspections shall be billed as one inspection and may include multiple items such as plumbing shower pans, plumbing pressure tests and similar same trade inspections.

Term

This Agreement shall be for a term of three (3) years with up to three (1) one -year options to renew at the discretion of the City. City may terminate the Agreement at any time.

Acceptance

The parties have read the foregoing, understand the agreement completely and scope of work, and willingly enter into this agreement which will become effective on the date signed below by the CITY.

WAIVER OF BREACH AND MATERIALITY

1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

2. CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COMPLIANCE WITH LAWS

CONTRACTOR shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each service is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement.

JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in pages 1 through 6 of this Agreement shall prevail and be given effect.

APPLICABLE LAW AND VENUE

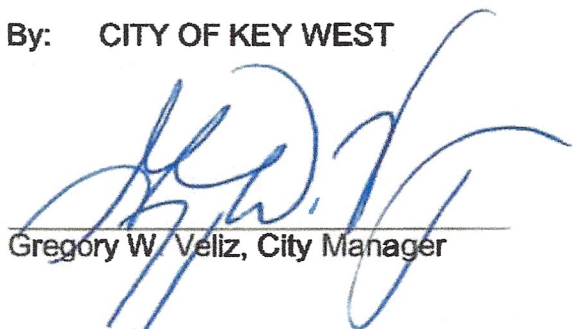
The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida. Trial by Jury is waived by the parties.

COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

By: CITY OF KEY WEST



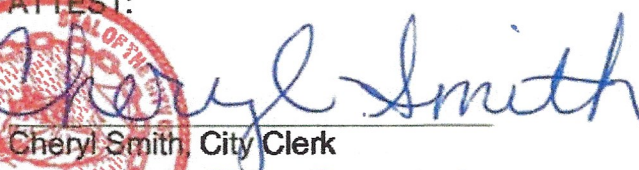
Gregory W. Veliz, City Manager

By: ALL ASPECTS
INSPECTION SERVICES, LLC,
as Contractor



Name: JAMES C. REYNOLDS, LLC
Title: MANAGING PARTNER

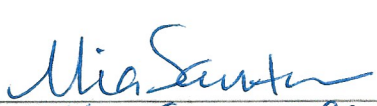
ATTEST:



Cheryl Smith, City Clerk

Date: 5-20-21

ATTEST:



Witness: Mia Santos, Office Manager

Date: 3/15/21

Exhibit A

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
- “During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:
“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

Current as of 1-9-17

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract

EXHIBIT B

1) PLAN REVIEW SERVICES

a) General requirements

- i) All plan reviews that return a result other than "APPROVED" shall consist of a specific written description of deficiency(s) that reference Code section citations where applicable.
- ii) Disputes between the contract plans examiner and applicant shall be referred to the Building Official for examination upon the Contractor's request. Time to resolve disputes shall not be considered in the turn-around time of a plan review.

b) Plan review maximum turn-around time as per the below table:

PLAN REVIEW SERVICES

MAXIMUM REVIEW TURN-AROUND TIMES

Review type	Working Days*
Residential plan review maximum turn-around time	
Simple trade* permits	2
Complex trade permits	5
Remodel/renovation	5
Addition	5
Demolition	2
New Const	8
Commercial Plan Review maximum turn-around time	
Simple trade permits	2
Complex trade permits	5
Remodel/renovation	10
Addition	10
Demolition	5
New Const ≤ 5,000 SF up to two stories	10
New Const > 5,000 SF or > two stories	15
Re-check plan after initial review	
Residential – 2 working days	2
Commercial – 5 working days	5

* Working days exclude weekends and holidays.

** Trades include: Mechanical, Electrical, Plumbing, Fuel Gas, Roofing, Pool, Fire Sprinklers or Suppression.

2) INSPECTION SERVICES

a) General requirements

- i) Contractor shall not edit or alter any record other than to record the result of assigned inspections and to upload documentation and comments related to inspections assigned to the Contractor.
- ii) Contractor shall not create or add inspections to permit records.
- iii) Contractor shall not assign any inspections to staff or principals of the Contractor other than those already assigned by City staff to the Contractor.
- iv) Inspections with a result of CANCELLED shall not be invoiced. A reason for cancellation shall be recorded in the record.

- v) Inspections with a result of NO ACCESS WP, shall include a photo of the property front with the street number visible if possible.
- b) SCHEDULING of inspections
 - i) CONTRACTOR shall retrieve inspection assignments for each scheduled workday no later than 7:00am. Any scheduling conflicts must be reported to the City as soon as possible and in no case, later than 8:30am on the scheduled day.
 - (1) Note that next-day inspection requests are currently received and scheduled until 8:00 pm the day prior to the inspection. Any request received after 8:00pm will be scheduled for the second workday after the request is received. This may be subject to change by mutual agreement between the parties.
- c) PERFORMANCE of inspections
 - i) Results of inspections shall be posted to TRAKiT on the same day the inspection is performed.
 - ii) The inspector will provide a written description of deficiencies for any inspection that is not approved. This description should be in the REMARKS or NOTES section of the inspection result in TRAKiT.



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: May 4, 2023
SUBJECT: **Resolution Approving Agreement for Fire Apparatus Maintenance and Repair Services with Florida Keys EVR, LLC - TAB 4**

Background:

The Village has an Agreement with Ten-8 Fire & Safety, LLC, to provide maintenance and repair services for Fire Rescue Department vehicles, apparatuses and other related services. The agreement with Ten-8 was entered into as the result of a competitive bidding process (RFQ 21-07) where Ten-8 was the sole proposer. One of the challenges in utilizing Ten-8's services is that the Village must pay for six to seven hours of travel time regardless of the extent of repair because Ten-8 is located in Bradenton, Florida. In many cases, the Village must pay to have inoperable vehicles towed to Bradenton.

Analysis:

As a temporary measure and under the Village Manager's purchasing authorization threshold, the Village entered into an interlocal agreement with Monroe County whereby the Village sent vehicles to the Monroe County Fire Rescue vehicle maintenance shop for minor repairs as needed. Repair services by Monroe County are subject to their availability.

The Village's Fire Rescue Department is requesting that the Village enter into an agreement for services with Florida Keys EVR, LLC, a new Emergency Vehicle Technician (EVT) contractor in the Florida Keys who shall furnish all necessary expertise, personnel, tools, materials, equipment, transportation, supervision, timely and responsive inspections and repairs of the Village Fire Rescue fleet. The contractor would perform the requested services under the attached agreement as an independent contractor. The fee schedule at Exhibit A to the agreement includes pricing for preventive maintenance on fire apparatus twice annually for under \$40,000.00 per year. The agreement includes a not-to-exceed amount of \$120,000.00 in case additional repairs at the hourly rates are needed.

Budget Impact:

Funds for fire apparatus repair and maintenance services are budgeted for in the Fire Rescue Department's Repair and Maintenance expenditure account in the General Fund annually. The FY 2022-2023 Fire Rescue Department Repair and Maintenance expenditure account budget is \$150,000.00. As of April 20, 2023, approximately \$74,000.00 has been expensed.

Staff Impact:

Fire Rescue staff will coordinate with contractor when repairs, service or inspections are needed and provide a safe work environment to make needed repairs.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution, thereby approving an agreement with Florida Keys EVR, LLC, for the requested services.

- Attachments:**
1. 2_Reso_Fla Keys EVR Agrmt_050423 RVCM (FINAL)
 2. 3_Agrmt Florida Keys EVR LLC_050423 RVCM (FINAL)
 3. 4_FLORIDA KEYS EVR_Fee Sched

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE MAINTENANCE AND REPAIR SERVICES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village's Fire Rescue Department desires certain maintenance and repair services for fire department vehicles, apparatuses and other related services ("Services"); and

WHEREAS, On February 18, 2023, the VILLAGE received a proposal from Florida Keys EVR, LLC (the "CONTRACTOR") (Exhibit "A") for maintenance and repair services for fire apparatuses and other related services (the "Services"); and

WHEREAS, pursuant to Section 2-328(1) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding requirements may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village and Florida Keys EVR, LLC, desire to enter into an Agreement to enable Florida Keys EVR, LLC, to provide Fire Rescue vehicle repair and maintenance services to the Village and fulfill a need that is not otherwise available in the Florida Keys or in South Florida; and

WHEREAS, the Village Council finds that approval of the Agreement with Florida Keys EVR, LLC, as contractor is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement between Florida Keys EVR, LLC, as Contractor and the Village, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Approval of Waiver of Competitive Bidding. The Village Council approves a waiver of competitive bidding based upon the finding that other fire vehicle and apparatus repair and maintenance services are not available in the Florida Keys or in other areas of South Florida.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____, 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

FLORIDA KEYS EVR, LLC
a limited liability corporation, authorized to do business in the State
of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent contractor to provide maintenance and repair services for fire department vehicles, apparatuses and other related services (the "Services") for the Village Fire Department.

1.2 On February 18, 2023, the VILLAGE received a proposal from CONTRACTOR (Exhibit "A") for maintenance and repair services for fire apparatuses and other related services (the "Services").

1.4.1 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services.

1.5 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

2.4 None of the work or services under this contract shall be subcontracted unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract, and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work on a particular project (each a "Project") as directed by VILLAGE in writing and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE which will set forth the scope of Services for the Project.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed for each Project in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed for each Project by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A". A total contract price hereto is referred to as Contract Sum and shall not exceed One Hundred Twenty **Thousand Dollars (\$120,000.00)** for the total amount of Projects per fiscal year.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" as completed for each Project.

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and labors.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until CONTRACTOR has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during

the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime.

ARTICLE 9 PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Village Code of Ordinances and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's proposal for maintenance and repair services for fire apparatuses and other related services (the "Services") as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Village.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Ted Yates, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: John J. Quick, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR:Attn: Joseph or Kimberly Maus
Florida Keys EVR, LLC
1313 Calder Road
Key Largo, FL 33037

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

13.17 Scrutinized Companies.

- a. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this

Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

13.18 E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide proof of its enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ted Yates, Village Manager

Date: _____

AUTHENTICATION:

Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Village Attorney

CONTRACTOR

WITNESSES:

By: _____
Print Name: _____
Print Title: _____
Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ___ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit "A"

(Proposal)

FLORIDA KEYS EVR, LLC

FEE SCHEDULE

Fees for Scheduled Maintenance

Regularly scheduled semi-annual vehicle inspections and maintenance as specified:

<u>Vehicle Type</u>	<u>Units</u>	<u>Fee per Vehicle</u>	<u>Annual Total</u>
Rescue	4	\$ 1,849.60	\$ 14,796.80
Pumper/Engine Trucks	3	\$ 3,013.60	\$ 18,081.60
Aerial Ladder Trucks	1	\$ 6,861.20	\$ 6,861.20
TOTAL			\$ 39,739.60

Fees for Unscheduled Maintenance

Monday through Friday - 8:00 a.m. to 5:00 p.m.	\$175.00 / hour
Weekends, Holidays and Weekday Evenings	\$225.00 / hour
Travel Time	\$ 65.00 / hour

* The cost for parts is additional and will be based on the incident type.



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: May 4, 2023
SUBJECT: **Resolution Approving Final Ranking and Recommendation of the RFP 23-06 Evaluation Committee for Selection of a Contractor for the Resurfacing of the Founders Park Tennis Courts - TAB 5**

Background:

Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's Park system, offering sports programs, recreational programs and facilities, sports coaching and training and facilities for aquatics, golf, soccer, baseball, pickleball, tennis, volleyball swimming and basketball. The Tennis Complex consists of five (5) hard surface, lighted courts and a pro shop open daily for use by the public. The Village contracts tennis instructors to run a tennis program that consists of group and private lessons, clinics, camps, tournaments, and leagues for all ages. This program is the most popular among all the Park's programs.

The original courts were constructed in 2003 and resurfaced in 2014. Currently the courts are worn, cracked, uneven and faded due to heavy use and exposure to all the weather conditions. Court repair, resurfacing and net post replacement are highly recommended to allow for safe and pleasant tennis activities.

Analysis:

On March 08, 2023, the Village issued Request for Proposals (RFP) 23-06 to solicit proposals from qualified firms to provide the materials and services to resurface the tennis courts at Founders Park.

RFP 23-06 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. The RFP was published on DemandStar.com and on the Village's website from March 08, 2023 through the submittal deadline of April 10, 2023, and a notice was posted on the Village's Facebook page on March 08, 2023. To answer the one question posed about the RFP, Addendum No. 1 was published on March 15, 2023.

The Village received a total of four (4) proposals in response to RFP 23-06. To evaluate the proposals, the Village Manager appointed an RFP 23-06 Evaluation Committee (the "Committee"). Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience, qualifications and proposed timeline for completion of the project. For this project, the timeline was given a high point value as it is critical that the project be completed between July 15 and August 31, 2023 when tennis instruction can be most conveniently cancelled.

The four responsive proposals were reviewed and scored by the Evaluation Committee in a

publicly noticed meeting on April 14, 2023. A maximum of 110 points were available in the scoring system per Committee member including the 10 points available for local preference, for a total maximum score by the Committee of 330 points. None of the proposers were eligible for local preference. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

<u>Rank</u>	<u>Proposer/Firm Name</u>	<u>Points</u>	<u>Cost Proposal</u>
1	Advanced Athletic Surfaces	277	\$ 61,980.00
2	Green Oak Court Solutions	218	\$ 82,800.00
3	Hellas Construction	183	\$ 63,000.00
4	McCourt Construction	152	\$ 93,100.00

The Evaluation Committee's discussion began with consideration of the timeline. The RFP specifically states the project must be completed during about a six-week window between July 15, 2023 and August 31, 2023. The committee discussion included experience, similar projects completed, proposed cost. Brief discussion was held about colors; members acknowledged that all firms could likely provide any color chosen by the Village. Committee members were in agreement with making a recommendation to Council to approve Advanced Athletic Surfaces for the project.

Adoption of the proposed resolution would approve the ranking of the RFP 23-06 Evaluation Committee and the recommended selection of Advanced Athletic Surfaces for the project. The Resolution would also authorize the Village Manager and Village Attorney to enter into an agreement with Advanced Athletic Surfaces for the requested services in substantially the form of Agreement provided as an Exhibit to RFP 23-06 and attached to the proposed resolution as Exhibit "1", and authorizes the Village Manager to expend budgeted funds. The proposal from Advanced Athletic Surfaces is provided as Exhibit A to the Agreement.

Budget Impact:

Advanced Athletic Surfaces' proposed cost for the service is \$61,980.00. The Village received a Monroe County Tourist Development Council ("TDC") Grant Award for the tennis courts resurfacing in the amount of \$50,000.00 that will substantially fund the project. The approved Fiscal Year 2022-2023 Capital Project Fund Budget includes \$84,500.00 for the project. \$11,980.00 of Local Government Discretionary Sales Surtax would be utilized to fund the portion of the project costs not funded by the TDC grant.

Staff Impact:

Village staff, primarily the Founders Park Director, would coordinate with Advanced Athletic Surfaces to establish a timeline to complete the project.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution, thereby approving the selection of Advanced Athletic Surfaces LLC. to complete the Founders Park Tennis Court Resurfacing Project and authorizing the Village Manager and Village Attorney to enter into an Agreement for the services.

Attachments:

1. 2_Reso_RFP 23-06_IFP_Tennis Court Resurfacing Project (FINAL)
2. 3-Ex 1 to Reso_Agrmt_RFP 23-06_IFP_Tennis Court Resurfacing Project (FINAL)

3. 4-Ex A to Ex 1_Advanced_Athletic_Surfaces_Proposal_RFP_23-06

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-06 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK TENNIS COURTS RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") strives to enhance the quality of life for residents and visitors by providing safe and attractive recreation areas and locations for sports activities, family gatherings and community events; and

WHEREAS, Founders Park, considered the center of the Village's park system, has a Tennis Complex consisting of five (5) hard surface, lighted courts and a pro shop open daily for use by the public; and

WHEREAS, the Village's contracted tennis instructors run the most popular program among all the Park's programs that consists of group and private tennis lessons, clinics, camps, tournaments, and leagues for all ages; and

WHEREAS, the tennis courts are worn, cracked, uneven and faded due to heavy use and exposure to all the weather condition; and

WHEREAS, on March 08, 2023, the Village issued Request for Proposals (RFP) 23-06 to solicit proposals from qualified firms to provide the materials and services to resurface the tennis courts at Founders Park (the "Project"); and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals to the RFP and make a recommendation to the Village Council for the selection of a Contractor to complete the Project; and

WHEREAS, the Committee reviewed the four proposals received using the selection criteria detailed in RFP 23-06 and recommends selection of the highest-ranked proposal from Advanced Athletic Surfaces, LLC. for the Project for an amount not to exceed Sixty-One Thousand Nine Hundred Eighty and 00/100 Dollars (\$61,980.00) to complete the Project; and

WHEREAS, the Village was awarded funding from the Monroe County Tourist Development Council in the amount of Fifty Thousand Dollars (\$50,000.00) for the Project; and

WHEREAS, the Village Council finds that approval and selection of Advance Athletic Surfaces, LLC. for the Project is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Approval of Selection.** The Village Council hereby approves the selection of Advance Athletic Surfaces, LLC. to complete the Project.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Advance Athletic Surfaces, LLC. substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount not to exceed Sixty-One Thousand Nine Hundred Eighty and 00/100 Dollars (\$61,980.00).

Section 5. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

Motion to adopt by _____, seconded by _____.

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

ADVANCED ATHLETIC SERVICES, LLC

a Limited Liability Company authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to furnish all necessary expertise, personnel, tools, materials, equipment, supervision to resurface the tennis courts at Founders Park in a timely and responsive timeframe (the "Project").

Section 1.02 On March 8, 2023, the VILLAGE issued Request for Proposals No. 23-06 for the Project, including all Exhibits and one Addendum (the "RFP").

Section 1.03 On April 10, 2023, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On May 4, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 23-##-##, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a

percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Sixty-One Thousand Nine Hundred Eighty and no/100 Dollars (\$61,980.00)**.

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR *may not be awarded a public contract for a period of 1 year after the date of termination.*

Section 12.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Tom Beck, Owner
Advanced Athletic Surfaces, LLC.
1461 Carriage Ridge Drive
Greensboro, GA 30642
tfbeck12@gmail.com

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ted Yates, Village Manager

Date: _____

AUTHENTICATION:

Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

NOTARY PUBLIC

My Commission Expires:

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
_____(name of person) as _____ (type of authority) for
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

Exhibit "A"

CONTRACTOR'S PROPOSAL

Exhibit "B"

PROJECT TIMELINE

**Advanced Athletic Surfaces
1461 Carriage Ridge Dr
Greensboro GA 30642**

March 27th, 2023

To: Islamorada, Village of Islands, FL

Our company is pleased to submit a proposal to repair and resurface the tennis courts at Founders Park. Listed below is information regarding our company, including references and key personnel who will be involved in the project. Also included is our timeline for completing each phase of the project.

Our experience, attention to detail and proven track record for completing similar projects makes us worthy of consideration to complete this project.

Tom Beck



Owner

Advanced Athletic Surfaces

Authorized representatives

Tom Beck, Owner

tfbeck12@gmail.com

706-834-9781

Jason Beck, Project Manager

jbeck8484@gmail.com

706-294-5690

Wayne Hawkins, Sales

whawkins13@bellsouth.net

706-399-1586

Werley Leite, Foreman

werleyleite@hotmail.com

954-907-5149

Qualifications

40 years experience in sports court maintenance, repair and resurfacing; Constructed, repaired and resurfaced over 500 courts in 19 states; member of American Sports Builders Association; certified installer thru ACRYTECH Sports Surfaces.

Warranty:

Two years materials and workmanship, excluding structural cracks in the pad returning with standard crack filling. Five year warranty on synthetic crack repair system installation. New structural cracks in the pad that appear are not part of the warranty.

References

Kershaw County Schools System

Resurfaced 12 tennis courts

Completed June, 2022

Contact: Billy Smith Billy.Smith@kcsdschools.net

Baldwin County(GA)Parks and Recreation Dept

Converted 4 tennis into 8 pickleball courts

Completed January, 2022

Contact: Bill Waters bwatersh2o@gmail.com

City of North Tonawanda (NY)

Resurfaced 5 tennis courts

Completed June, 2021

Contact: Alex Domaradzki

ADomaradzki@northtonawanda.org

Baynard Park HOA - Bluffton SC

Converted 1 tennis court to 3 pickleball courts

Completed May, 2022

Contact: Quen Corbett Quin@imchhi.com

Village of Islamorada Florida

Constructed 3 pickleball courts

Completed June 2020

Contact: Maria Bagiotti maria.bagiotti@islamorada.fl.us

City of Grand Island Nebraska

Converted 2 tennis cts to 6 pickleball cts

Completed May 2019

Contact: Todd McCoy ToddM@grand-island.com

Island Club Tennis Center

Hilton Head, SC

Resurfaced 3 pickleball courts and 1 basketball court

Completed March, 2023

Contact: Jim Flory

jflory@hargray.com

Timeline for completing the project:

Day 1.....Mobilization

Day 2.....Court cleaning and prep work

Day 3.....Remove old net post foundations, install new foundations

Day 4.....Patching and straighten asphalt edges.

Day 5.....Fill birdbaths and cracks, sand smooth

Day 6-7.....Apply resurfacer coats

Day 8-9.....Apply color coats

Day 10.....Paint lines

Day 11.....Install new net posts and nets, clean site.

Total price: \$61,980.00(firm for 90 days)

State of Florida

Department of State

I certify from the records of this office that ADVANCED ATHLETIC SURFACES LLC is a limited liability company organized under the laws of the State of Florida, filed on August 15, 2019, effective August 10, 2019.

The document number of this limited liability company is L19000208455.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 10, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of March, 2023*




Secretary of State

Tracking Number: 1021780514CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>