

**RESOLUTION 09-03-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH ADVANCED ATHLETIC SURFACES TO FURNISH LABOR, MATERIALS, AND EQUIPMENT FOR THE RESURFACING OF THE TENNIS COURTS AT KELSEY PARK AND LAKE SHORE PARK; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town operates and maintains Kelsey Park and Lake Shore Park and requires a contractor to provide labor, materials, and equipment to resurface the tennis courts (the Project) at these parks; and

**WHEREAS**, the Town has developed plans and specifications for the Project; and

**WHEREAS**, on December 20, 2021, the Town solicited contractors to provide labor, materials and equipment, via an Invitation to Bid for the Project; and

**WHEREAS**, the Town received four responses from its Invitation to Bid and has determined that all four bids were responsible and responsive bids in response to its solicitation; and

**WHEREAS**, the Town staff has determined that the proposal submitted by Advanced Athletic Surfaces is the lowest total cost to provide the specified labor, materials, and equipment for the Project; and

**WHEREAS**, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into a contract with Advanced Athletic Surfaces for the Project.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the contract with the Contractor for the provision of resurfacing services for the

Kelsey Park and Lake Shore Park tennis courts, in Exhibit "A", which is attached hereto and incorporated by reference herein.

**Section 3.** This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:



|                                 | AYE      | NAY |
|---------------------------------|----------|-----|
| MAYOR MICHAEL O'ROURKE          | <u>✓</u> | ___ |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | <u>✓</u> | ___ |
| COMMISSIONER ERIN FLAHERTY      | <u>✓</u> | ___ |
| COMMISSIONER JOHN LINDEN        | <u>✓</u> | ___ |
| COMMISSIONER ROGER MICHAUD      | <u>✓</u> | ___ |

The Town Commission thereupon declared the foregoing Resolution No. 09-03-22 duly passed and adopted this 2 day of March, 2022.

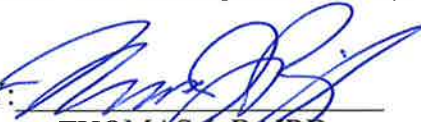
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK  


Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

(TOWN SEAL)

**AGREEMENT TO FURNISH LABOR, MATERIALS, AND EQUIPMENT  
FOR THE RESURFACING OF TENNIS COURTS AT KELSEY PARK  
AND LAKE SHORE PARK.**

**THIS AGREEMENT TO FURNISH LABOR, MATERIALS, AND EQUIPMENT FOR THE RESURFACING OF TENNIS COURTS AT KELSEY PARK AND LAKE SHORE PARK (AGREEMENT)** is made and entered into this 2 day of March, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Advanced Athletic Surfaces, 1461 Carriage Ridge Drive, Greensboro, Georgia, 30642 ("Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town owns, operates and maintains Kelsey Park and Lake Shore Park and requires a contractor to provide labor, materials, and equipment associated with the resurfacing of the tennis courts (the Project) at these parks; and

**WHEREAS**, the Town has developed plans and specifications for the Project; and

**WHEREAS**, on December 20, 2021, the Town published an Invitation to Bid seeking contractors to provide labor, materials and equipment for the Project; and

**WHEREAS**, the Town received four responses from its Invitation to Bid and after reviewing the same the Town staff has determined that all four bids were responsible and responsive bids; and

**WHEREAS**, the Town staff has determined that the proposal submitted by the Contractor the lowest total cost to provide the specified labor, materials, and equipment for the Project; and

**WHEREAS**, the Town Commission selected Advanced Athletic Surfaces to be the contractor and desires to enter into the Agreement whereby the Contractor will provide the Town with the labor, materials, and equipment for the Project.

**NOW THEREFORE**, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

**1. LIST OF EXHIBITS**

1.1. EXHIBIT 'A' – Advanced Athletic Surfaces proposal

- 1.2. EXHIBIT 'B' – Aerial Views of Kelsey Park and Lake Shore Park Tennis Courts.

## **2. RESPONSIBILITIES OF THE CONTRACTOR – SCOPE OF WORK**

Please see attached Exhibit "A" for the Scope of work, which is incorporated herein.

## **3. RESPONSIBILITIES OF TOWN STAFF**

The Town will provide Contractor with facility access as needed during normal business hours.

## **4. PRICING**

- 4.1. The total amount of the contract is \$28,749.00, as defined in Exhibit "A".
- 4.2. If any additional services are required beyond that as identified in Exhibit "A", they shall be approved in writing by the Town prior to provision.

## **5. PUBLIC RECORDS**

With respect to public records, the CONTRACTOR is required to:

- 5.1. Keep and maintain public records required by the Town to perform the service.
- 5.2. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 5.3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the CONTRACTOR does not transfer the records, which are part of this Contract to the Town.
- 5.4. Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the CONTRACTOR; or keep and maintain the public records associated with the services provided for in the Contract. If the CONTRACTOR transfers all public records to the Town upon completion of the term of the Contract, the CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential from public records disclosure. If the CONTRACTOR keeps and maintain public records upon completion of the term of the Contract, the CONTRACTOR shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

- 5.5. If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, its duty to provide public records relating to this Contract, the CONTRACTOR should contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

## **6. INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS**

The CONTRACTOR shall maintain the following insurance coverages in the amounts specified below during the term of the Contract and any extensions thereof:

- 6.1. Worker's Compensation Insurance for all employees of the CONTRACTOR for statutory limits in compliance with applicable State and Federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- 6.2. The CONTRACTOR shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
  - \$1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)
  - \$1,000,000.00 Products/Completed Operations Aggregate
  - \$5,000,000.00 General Aggregate
  - \$1,000,000.00 Personal and Advertising Injury
  - \$500,000.00 Damage to Premises Rented to You

## **7. SUSPENSION, DEBARMENT, SEVERABILITY, AND TERMINATION**

- 7.1. If any term or provision of this Contract is found to be illegal or unenforceable, such terms shall be deemed stricken and the remainder of the Contract shall remain in full force and effect.
- 7.2. Once the Contract has been executed, it may be terminated by the Town without cause upon providing the CONTRACTOR with at least ten (10) calendar days' prior written notice.
- 7.3. Should either party fail to perform any of its obligations under this Contract for a period of twenty (20) calendar days after receipt of written notice of such failure, the non-defaulting party will be the right to terminate the Contract immediately upon delivery of written notice to the defaulting party of its election to do so.
- 7.4. If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the scope of work.
- 7.5. The CONTRACTOR may be suspended for a period not to exceed two (2) years as determined by the Finance Director based upon the following:
  - 7.5.1. CONTRACTOR defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the Town;
  - 7.5.2. CONTRACTOR commits any fraud or misrepresentation or provided false information in connection with a bid, quotation proposal or contract with the Town.
  - 7.5.3. CONTRACTOR is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - 7.5.4. CONTRACTOR is charged by a court of competent jurisdiction with the following:
  - 7.5.5. Embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town government CONTRACTOR. If charges are

dismissed or the CONTRACTOR is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the CONTRACTOR to the Town.

7.5.6. CONTRACTOR becomes insolvent, has proceedings in bankruptcy instituted against it, or compound its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

7.5.7. CONTRACTOR violates the ethical standards set forth in Local, State, or Federal law.

7.5.8. CONTRACTOR fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

7.5.9. Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a Town government CONTRACTOR, including but not limited to suspension by another governmental entity for substantial cause.

7.6. Debarment. A bidder may be permanently debarred for the following:

7.6.1. Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the Town twice in any three-year period.

7.6.2. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor bidder's commercial enterprise stated in subsections (1) c. and (1) d. of the section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the bidder to the Town.

7.6.3. Placement of the bidder or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

7.7. After the Finance Director has determined there is cause to suspend or debar a bidder, the Finance Director shall notify the bidder in writing of the debarment or the period of suspension and the reasons for the action taken.



7.8. The suspension or debarment shall be final and conclusive unless the suspended or debarred bidder initiates protect proceedings pursuant to Section 2-252 within twenty-one (21) calendar days after the date of notification.

## **8. INSPECTIONS AND TESTS**

The Town and/or its consultants may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract.

## **9. MANNER OF PERFORMANCE**

9.1. CONTRACTOR agrees to perform its duties and obligations under this Contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. CONTRACTOR agrees that the services provided under this Contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONTRACTOR agree to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations.

9.2. CONTRACTOR further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Failure of CONTRACTOR to comply with this paragraph shall constitute a material breach of this Contract.

## **10. GUARANTEE AND WARRANTIES**

The CONTRACTOR guarantee that it will use only technically qualified individuals in the performance of this Contract, and will perform the services in a workmanlike manner. Further, CONTRACTOR certifies that it is legally able to offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. CONTRACTOR certifies that its insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

## **11. CONTRACT TIME**

This Contract shall be completed and invoiced within seventy-five (75) calendar days after issuance of a Notice to Proceed. Once the Contract start date is established, and a Notice to Proceed has been issued, the Contract will be considered in process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance and commencing on the start date referenced in the Notice to Proceed, must be requested by the CONTRACTOR to the authorized agent for the Town. The Town must agree to the extension.

## **12. PAYMENT**

- 12.1. In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a contract is due twenty (20) days after it is stamped as "received" by the Town. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the CONTRACTOR within twenty-five (25) days of being stamped as "received" by the Agent.
- 12.2. Application(s) for payment should be sent to the Finance Department, Attention: Accounts Payable, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of the work completed.

## **13. PAYMENTS TO CONTRACTOR AND COMPLETION**

- 13.1. The Town may employ an independent third party to perform inspections and approve applications for payments on this project. If the Town does engage an agent on this project, the Town will communicate at the project start date, the specifics regarding to whom to send applications for payment, the roles of each party, etc.
- 13.2. Final payment will not be made until all requested work has been performed and accepted by the Town, and the CONTRACTOR has passed a final inspection in accordance with the Contract Construction Documents (Exhibits A & B). Upon satisfactory completion of the work and the CONTRACTOR's submission of a sworn affidavit as evidence that he has paid all labor, materials, and other charges against the project in accordance with the terms

of the Contract, the Town's engineer or other agent on the project will issue a Certificate of Contract Completion.

#### **14. PERMITS, TAXES, AND LICENSES**

- 14.1. CONTRACTOR shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, State, and Federal laws, rules, and regulations applicable to the business to be carried on under this Contract.
- 14.2. The Town is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the bidder. Vendors or contractors doing business with the Town shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

#### **15. TERMINATION**

- 15.1. Once the Contract has been executed, it may be terminated by the Town without cause upon providing the CONTRACTOR with a least ten (10) business days' prior written notice.
- 15.2. Should either party fail to perform any of its obligations under this Contract for a period of twenty (20) calendar days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the Contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.
- 15.3. If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest bidder, or that bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

#### **16. CONFLICT OF INTEREST**

The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and F.S. §112.313 Part III are incorporated herein by reference as if fully set forth herein.

**17. GOVERNING LAW/VENUE**

This Contract shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Contract shall lie in the 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

**18. ATTORNEY FEES**


If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.


**19. ENTIRE CONTRACT**

This Contract, including all exhibits, embodies the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous contract and understandings oral or written, relating to said subject matter. This Contract may only be modified by written amendment executed by the Town and the CONTRACTOR.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

By:   
Vivian Mendez, Town Clerk



TOWN OF LAKE PARK  
SEAL  
FLORIDA

TOWN OF LAKE PARK

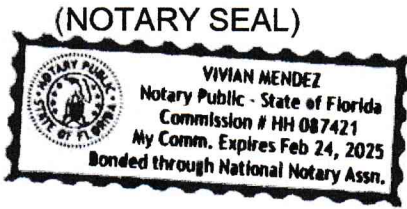
By:   
Michael O'Rourke, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 2 day of March 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



Vivian Mendez  
Notary Public, State of Florida

WITNESSES:

Advanced Athletic Surfaces:

By: [Signature]  
Jimmy Wallace

By: [Signature]

Its: OWNER

Printed Name

Tom Beck

Printed

[Signature]  
Keba Rhodes

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 7 day of March 2022 by Tom Beck as OWNER of ADVANCED ATHLETIC SURFACES and who is personally known to me or has produced DRIVERS LICENSE as identification.



[Signature]  
Notary Public, State of Florida



Office of the  
Town Clerk

January 28, 2022

## NOTICE OF INTENT TO AWARD

Pursuant to Town of Lake Park, notice is provided as follows:

### INVITATION TO BID (ITB) 110-2021

Kelsey and Lake Shore Parks Tennis Courts Resurfacing

Bid Opening Date and Time: Thursday, January 20, 2022 at 2:00 pm local time

- 1) The Town of Lake Park has completed its Evaluation of ITB 110-2021 and intends to award the Kelsey and Lake Shore Parks Courts Resurfacing contract to:

#### Advance Athletic Surfaces

- 2) For the submitted Total Bid Amount of \$28,749.00  
Lake Shore Park bid amount of \$16,799.00 + Kelsey Park bid amount of \$11,950.00
- 3) This Notice is conditioned upon and subject to Lake Park's reservation of rights as contained in the ITB Documents and subject to approval by the Lake Park Town Commission.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Vivian Mendez, MMC  
Town Clerk

**Vivian**  
**Mendez, MMC**

Digitally signed by Vivian Mendez, MMC  
DN: cn=Vivian Mendez, MMC, o=Town of  
Lake Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov,  
c=US  
Date: 2022.01.28 14:31:54 -05'00'

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3313

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



**Minutes**  
Town of Lake Park, Florida  
**Invitation to Bid 110-2021**  
**Kelsey and Lake Shore Parks**  
**Tennis Court Resurfacing**  
Thursday, January 20, 2022 2:00 p.m.  
Commission Chamber, Town Hall, 535 Park Avenue

The Invitation to bid number 110-2021 opening was conducted on Thursday, January 20, 2022 at 2:00 p.m. Present were Project Manager John Wille, Operations Manager Dwayne Bell, Public Works Director Roberto Travieso, Special Events Director Riunite Franks, Events Coordinator Sara Notgarnie, Information Technology Director Paul McGuinness and Town Clerk Vivian Mendez.

Public Works Director Travieso called the meeting to order at 2:00 p.m. and announced the Town received four (4) submittal.

1) Advanced Athletic Surfaces, 1461 Carriage Ridge Drive, Greensboro, GA 30642. Total base bid was \$28,749.00.

2) Armor Courts Incorporated, 3477 High Ridge Road, Boynton Beach, FL 33426. Total base bid was \$50,990.00.

3) Papico Construction, Inc., P.O. Box 384, Palm City, FL 34991. Total base bid was \$37,220.00.

4) Sports Surface Prop, 736 N. Western Avenue, Lake Forest, IL 60045. Total base bid was \$34,200.00.

**ADJOURNMENT:**

The meeting adjourned at 2:08 p.m.

**Vivian  
Mendez, MMC**

Digitally signed by Vivian Mendez, MMC  
DN: cn=Vivian Mendez, MMC, o=Town of  
Lake Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov,  
c=US  
Date: 2022.01.21 12:02:44 -05'00'

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Town Clerk Vivian Mendez



Project # 110-2021

PROJECT: Kelsey and Lake Shore Park Tennis Court Resurfacing

CLOSING DATE/TIME:

1/20/2022 2:00 p.m.

REQUEST FOR PROPOSAL OPENING SIGN IN SHEET

|    | CONTACT NAME & COMPANY                            | ADDRESS           | PHONE        | FAX | EMAIL ADDRESS                 |
|----|---|-------------------|--------------|-----|-------------------------------|
| 1  | ERIC AH-YUEN LAKE PARK TENNIS TO LAKE SHORE DRIVE |                   | 602-317-5339 |     | info@lakeparktennis.com       |
| 2  | JOHN WILLE  | Town of Lake Park |              |     | John.Wille@LakeParkTennis.com |
| 3  | ROBERTO TRAVISO                                   | PW                | 561-881-3345 |     | RYAN@LAKESHOREFLORIDA.COM     |
| 4  |   |                   |              |     |                               |
| 5  |   |                   |              |     |                               |
| 6  |   |                   |              |     |                               |
| 7  |   |                   |              |     |                               |
| 8  |   |                   |              |     |                               |
| 9  |   |                   |              |     |                               |
| 10 |   |                   |              |     |                               |



**TOWN OF LAKE PARK  
INVITATION TO BID No. 110 – 2021**

**Kelsey and Lake Shore Parks  
Tennis Court Resurfacing**

The Town of Lake Park is seeking Bids from qualified firms who can provide tennis court resurfacing services, as fully detailed within the solicitation document's project scope of services and work.

The work shall consist of preparing the existing tennis courts at both Lake Shore Park and Kelsey Park to receive new acrylic court surfacing. The goal is to repair defects in the existing courts surface and give them a fresh protective finish.

The tennis courts (work sites) for Kelsey Park and Lake Shore Park are located in the Town of Lake Park, Florida, at 601 Federal Highway, and 701 Lake Shore Drive, respectively.

Invitation to Bid documents will be available beginning December 20, 2021, via email or Dropbox, by contacting the Town Clerk's Office at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) or calling (561) 881-3311 between 8:30 a.m. and 5:00 p.m. local time, and upon payment of a \$5.00 non-refundable fee.

Bidders shall submit **1 original and 1 electronic copy (via thumb drive or CD)** of the complete Bid documents in a **sealed envelope** that is clearly marked "**ITB No. 110-2021**", Kelsey and Lake Shore Parks Tennis Court Resurfacing, and include the bidder's name and address. Responses are not accepted via email.

Bid proposals shall be delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403 on/or before the bid date deadline. The deadline for submission of Bids is **Thursday, January 20, 2022 at 2:00 p.m. local time**. At that time, the Bids will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Bids submitted after the Bid submission time deadline or Bids delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Bidder to ensure all required forms are included in the submission. Bidders are encouraged to closely examine the Solicitation package, and to become familiar with the scope of services and work described therein, all of which will become part of any contract resulting from this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

The Town of Lake Park reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for 90 calendar days after January 20, 2022.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property tax.

**On-Site Visit:** There is no formal pre-bid on-site visit scheduled for this project. The entrance gate to the Lake Shore Park tennis courts is sometimes locked; should you desire to visit the work sites prior to submitting your Bid, please call John Wille (561-881-3345 Ext: 647), Town of Lake Park, Department of Public Works to arrange access.

A Bid bond is not required for this project.

All Bidders are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town Invitations-to-Bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All Bidders are further advised that the Town will not supply or sell materials to Bidders in connection with submission or preparation of Bids, or any other matter, including but not limited to envelopes, labels, or tape.

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Vivian Mendez, MMC  
Town Clerk  
TOWN OF LAKE PARK, FLORIDA  
Published on: December 19, 2021, Palm Beach Post

**BID SUBMITTAL**  
**Advanced Athletic Surfaces**

**EXHIBIT A  
BID PRICING SHEET**

**Bid Item #1:****COURT RESURFACING AT LAKE SHORE PARK TENNIS COURT: (4 court configuration)****Court Resurface:**

- Pressure clean surface of court to remove loose dirt and mildew.
- Flood court with water and allow 90 minutes of direct sunlight for drying and drainage of water. Any remaining area holding water over the thickness of a nickel will be patched using an acrylic patch mix. The patch mix consists of patching binder which is a bonding agent, mixed with Portland cement and sand. Court must have proper slope to ensure water drainage.
- Grind or machine sand raised areas on court surface as necessary.
- Fill existing cracks with an acrylic crack filler as best as possible prior to resurfacing.
- Apply 2 coats of acrylic resurfacer over entire court surface. Acrylic resurfacer is 100% acrylic concentrate that is blended with sand and water.
- Apply 2 coats of acrylic color over the entire court surface. These color coats are made of high quality color pigments and acrylic binders. (Blue playing area & Green outside area).
- Paint two inch wide playing lines in accordance with U.S.T.A standards, using a white textured line paint consisting of high quality titanium pigments. Restripe two west courts to Tennis courts & the two courts to the east to 8 Pickle Ball courts.
- Sand and paint existing tennis net post.
- Thoroughly clean up all drums, trash, etc. upon completion of job.

**New Tennis Courts Netting:**

- Furnish and install new tennis court net. Re-use existing net posts. Pickle Ball nets to be furnished by others.

**Lump Sum Bid Price for all work at Lake Shore Park Tennis Court:**

\$ 16,799.00

Numbers

*Sixteen thousand seven hundred + ninety nine dollars*

Price Written Out:

**Bid Item #2:****COURT RESURFACING AT KELSEY PARK TENNIS COURTS: (2 Court Configuration)****Court Resurface:**

- Pressure clean surface of court to remove loose dirt and mildew.
- Flood court with water and allow 90 minutes of direct sunlight for drying and drainage of water. Any remaining area holding water over the thickness of a nickel will be patched using an acrylic patch mix. The patch mix consists of patching binder which is a bonding agent, mixed with Portland cement and sand. Court must have proper slope to ensure water drainage.
- Grind or machine sand raised areas on court surface as necessary.
- Fill existing cracks with an acrylic crack filler as best as possible prior to resurfacing.
- Apply 2 coats of acrylic resurfacer over entire court surface. Acrylic resurfacer is 100% acrylic concentrate that is blended with sand and water.
- Apply 2 coats of acrylic color over the entire court surface. These color coats are made of high quality color pigments and acrylic binders. (Blue playing area & Green outside area).
- Paint two inch wide playing lines in accordance with U.S.T.A standards, using a white textured line paint consisting of high quality titanium pigments. Stripe both courts to Tennis.
- Sand and paint existing tennis net post.
- Thoroughly clean up all drums, trash, etc. upon completion of job.

**New Tennis Courts Netting:**

- Furnish and install new tennis court net. Re-use existing net posts.

**Lump Sum Bid Price for all work at Kelsey Park Tennis Court:**

\$ 11,950.00

Numbers

*Eleven thousand nine hundred + fifty dollars*

Price Written Out:

**Total Bid Price for Bid Item #1 + Bid Item #2:**

\$ 28,749.80

Twenty - eight thousand seven hundred and forty nine dollars

Numbers

Price Written Out

**EXHIBIT B  
REQUIRED FORMS**



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 1/10/2022

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

**PART II:**

       NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Advanced Athletic Surfaces

Signature: TW TENTLER

Name and title (Print or Type): Tod Tentler, Sales Manager

Date: 1/10/2022

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES


**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

- Addendum #1, Dated 1/10/2022
- Addendum #2, Dated 1/18/2022
- Addendum #3, Dated \_\_\_\_\_
- Addendum #4, Dated \_\_\_\_\_
- Addendum #5, Dated \_\_\_\_\_
- Addendum #6, Dated \_\_\_\_\_
- Addendum #7, Dated \_\_\_\_\_
- Addendum #8, Dated \_\_\_\_\_
- Addendum #9, Dated \_\_\_\_\_
- Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Advanced Athletic Surfaces  
Signature:   
Name and title (Print or Type): Tod Tentler, Sales Manager  
Date: 1/18/2022





TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, Florida 33403

PROJECT:  
Kelsey and Lake Shore Parks  
Tennis Courts Resurfacing  
Invitation To Bid 110-2021

**ADDENDUM 1:**

January 10, 2022

**Question:** "... Will building permit fees be assessed in the above referenced ITB ?"

**Response:** Permit fees for this project will be assessed and should be included in the bidders Lump Sum Bid Price.

Refer to the Town of Lake Park Website for the permit fee schedule.

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

Government / Community Development / Permit & Other Documents / Master Fee Schedule

Proposers must acknowledge receipt of this Addendum Number 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

**Failure to return this addendum with your proposal submittal will be cause for disqualification.**

Issued By: Town of Lake Park, Office of the Town Clerk

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Vivian Mendez, MMC  
Town Clerk

**Vivian  
Mendez, MMC**

Digitally signed by Vivian Mendez, MMC  
DN: cn=Vivian Mendez, MMC, o=Town of  
Lake Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov, c=US  
Date: 2022.01.10 11:36:04 -05'00'

**Bidder Acknowledgement of Receipt of Addendum #1:**

Company Name: Advanced Athletic Surfaces

Authorized Signature: Tad Tentler

Print Name: Tad Tentler

Title: Sales Manager

Date: 1/10/2022

End of Addendum No. 1



TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, Florida 33403

PROJECT:  
Kelsey and Lake Shore Parks  
Tennis Courts Resurfacing  
Invitation To Bid 110-2021

## ADDENDUM 2:

January 18, 2022

---

Question: "Does this project have an estimated cost?"  
"What is the construction timeline for this project?"  
"Do you have a start and end date in mind"

Response: The total estimated cost for the resurfacing work at the courts inclusive of both parks is a total of \$35,000.00  
The timeline for this project is an estimated start in the first quarter 2022 with a not to exceed 75 day construction time.

---

Proposers must acknowledge receipt of this Addendum Number 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

**Failure to return this addendum with your proposal submittal will be cause for disqualification.**

Issued By: Town of Lake Park, Office of the Town Clerk

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_  
Vivian Mendez, MMC  
Town Clerk

**Vivian  
Mendez, MMC**

Digitally signed by Vivian Mendez, MMC  
DN: cn=Vivian Mendez, MMC, o=Town  
of Lake Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov,  
c=US  
Date: 2022.01.18 10:21:36 -05'00'

### Bidder Acknowledgement of Receipt of Addendum 2:

Company Name: Advanced Athletic Surfaces  
Authorized Signature: Tod Tenter  
Print Name: Tod Tenter  
Title: Sales Manager  
Date: 1/18/2022

End of Addendum Number 2

# BID SUBMITTAL SIGNATURE PAGE

Lake Shore Park and Kelsey Park Tennis Court Resurfacing  
Bid Number 110-2021

Instructions: This form constitutes item 'b' of Part I. Include this form, along with all other forms identified below in your response to this ITB.

## Required documents attached?

(checklist)

### PART 1

- Acknowledgement of Addenda
- Bid Submittal Page (signed)
- Conflict of Interest Disclosure Form
- Notification of Public Entity Crimes Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Truth-in-Negotiation Certificate
- Schedule of Bid Items – Completed, if applicable
- List of References
- Anti-Kickback Affidavit
- List of Subcontractors, if applicable

### PART 2

- Certificate of Insurance (per specification)
- Bid bond (per Section 1), if applicable
- Statement of prior or pending litigation

NA

### PART 3

- Copies of all licenses, certifications, business tax receipts

### PART 4 (OPTIONAL)

- Clarifications or Exceptions

NAME OF FIRM: Advanced Athletic Surfaces

ADDRESS: 1461 Carriage Ridge Dr  
Greensboro GA 30642

PHONE #: 706 523-2317 FAX #: \_\_\_\_\_

E-MAIL: tattodly4@yahoo.com

Statement by Bidder: "I HAVE REVIEWED ALL PLANS, MANUALS, SPECIFICATIONS, AND ALL OTHER INFORMATION CONTAINED WITHIN THIS SOLICITATION, AND UNDERSTAND ALL REQUIREMENTS"

AUTHORIZED SIGNATURE: Tod Tentler

NAME & TITLE (TYPED or PRINTED): Tod Tentler, Sales Manager

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Advanced Athletic Surfaces

Firm Name

Tod Tentler

Signature

Tod Tentler, Sales Manager

Name and title (Print or Type)

1/10/2022

Date

## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Advanced Athletic Surfaces

Firm Name

TW Tentler

Signature

Tod Tentler, Sales Manager

Name and Title (Print or Type)

1/10/2022

Date

**DRUG-FREE WORKPLACE**

Advanced Athletic Surfaces is a drug-free workplace and has a  
(Company Name)  
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Advanced Athletic Surfaces  
Firm Name

TW Tentler  
Signature

Tod Tentler, Sales Manager  
Name and title (Print or Type)

1/10/2022  
Date

**NON-COLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Lake

Before me, the undersigned authority, personally appeared Tod Tentler who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Tod Tentler of AAS, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: ITB No. 110-2021 Title: Kelsey + Lake Shore Parks Tennis Resurfacing

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

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

Tod Tentler

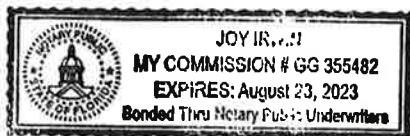
Signature

Subscribed and sworn to (or affirmed) before me this 12 day of January, 2022 by

Tod Tentler, who is personally known to me or who has produced

FL Drivers License, as identification.

SEAL



Notary Signature [Signature]

Notary Name: Joy Irwin

Notary Public (State): Florida

My Commission No.: GG 355482

Expires on: 8/23/2023



## TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Tom Tuma

Title: Sales Manager

Date: 1/10/2022

**Advanced Athletic Surfaces, LLC**  
**850 Paden St., Unit 8114**  
**Woodstock GA 30188**

**Qualifications**

In business since 2011; Constructed, repaired and resurfaced over 500 courts in 15 states; member of American Sports Builders Association; certified installer thru ACRYTECH sports coatings system.

**References**

Greenville NC Parks and Recreation Dept  
Resurfaced 8 tennis courts  
Completed October, 2016  
Contact: Dean Foy 252-329-4543

Fort Lauderdale FL Parks and Recreation Dept.  
Repaired and resurfaced 2 tennis courts and 8 basketball courts  
Completed in 2015 and 2016  
Contact: Mark Almy 954-828-5869

Pasco County FL Parks and Recreation Dept.  
Resurfaced 3 tennis, 7 basketball and 4 racquetball courts  
Completed in 2017 and 2018  
Contact: Brian Taylor 813-929-2760

Athens TN Parks and Recreation Dept.  
Repaired and resurfaced 8 tennis courts  
Completed July, 2016.  
Contact: Austin Fesmire 423-462-5723

Minot ND Parks and Recreation  
Resurfaced 2 tennis courts and 1 basketball court  
Completed August 2018  
Contact: Scott Collins 701-857-4730

Cincinnati Ohio Recreation Commission  
Resurfaced 8 tennis courts  
Completed May 2018  
Contact: Doug Weiss 513-352-4051

Pigeon Forge TN Recreation Dept.

Repaired and resurfaced 6 tennis/1 volleyball court  
Completed September, 2016  
Contact: Tom Garner 865-429-7373

Troup County Recreation Dept.  
Repaired and resurfaced 6 courts  
Completed June 2018  
Contact: Diana Evans 706-883-1635

Oak Ridge TN Parks and Recreation Dept.  
Repaired and resurfaced 16 tennis courts  
Completed 8 in June, 2017, 8 in October, 2017  
Contact: Billy Pickett 865-425-3450

St. Joseph Missouri Parks  
Repaired and resurfaced 9 courts  
Completed May 2017  
Contact: Jeff Atkins 816-271-5514

Lexrich District 5 Schools - Irmo, SC  
Repaired and resurfaced 24 courts  
Completed September 2015  
Contact: Scott Carlin 803-476-8151

Francis Marion University  
Resurfaced 7 tennis courts  
Completed August 2015  
Contact: Mike Richey 843-661-1565

Forsyth County GA Parks and Recreation  
Resurfaced 18 tennis courts  
Completed June 2017  
Contact: Jim Brennan 770-781-3626

Baldwin County Recreation Commission  
8 courts resurfaced  
Completed August 2014  
Contact: Bill McNair 478-445-0785

Valley Alabama Parks  
6 courts resurfaced  
Completed October 2017  
Contact: Lauri Blount 270-217-9432

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Tod Tentler  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am Tod Tentler of AAS, the offeror that has submitted a proposal to perform work for the following project:

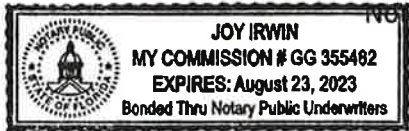
Contract # 110-2021 Project name: Kelsey + Lake Shore Parks Tennis Resurfacing

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Tod Tentler  
Signature

Subscribed and sworn to (or affirmed) before me this 12 day of January 2022  
by Tod Tentler, who is personally known to me or who has  
produced FL Drivers License as identification.

NOTARY SEAL: \_\_\_\_\_ Notary Signature: Joy Irwin



Notary Name: Joy Irwin  
Notary Public-State of Florida

## LIST OF SUBCONTRACTORS AND PRIME VENDORS

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK, Project Manager.

| <u>NAME OF COMPANY</u> | <u>ADDRESS OF COMPANY</u> | <u>PHONE/CONTACT</u> |
|------------------------|---------------------------|----------------------|
| 1) <i>N/A</i>          |                           |                      |
| 2)                     |                           |                      |
| 3)                     |                           |                      |
| 4)                     |                           |                      |
| 5)                     |                           |                      |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2022

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).

| <b>PRODUCER</b><br><b>Sanford, Bruker &amp; Banks</b><br><b>931 Broad Street</b><br><b>Augusta, GA 30901-1212</b><br><b>License #: 72223</b> | <b>CONTACT NAME:</b> Debbie Sigmon<br><b>PHONE (A/C, No, Ext):</b> (706)724-2452<br><b>E-MAIL ADDRESS:</b> dsigmon@sbbinsurance.com<br><b>FAX (A/C, No):</b> (706)724-4097   |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |
|--|--|-------------------------------|--------|---|--------------|--|------------|-------------------|--|-------------------|--|-------------------|--|-------------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Crum &amp; Forester Specialty Insurance Company</td> <td><b>44520</b></td> </tr> <tr> <td><b>INSURER B:</b> Markel International Insurance</td> <td><b>MII</b></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Crum & Forester Specialty Insurance Company | <b>44520</b> | <b>INSURER B:</b> Markel International Insurance | <b>MII</b> | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |
| <b>INSURER A:</b> Crum & Forester Specialty Insurance Company  | <b>44520</b>   |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |
| <b>INSURER B:</b> Markel International Insurance   | <b>MII</b>   |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |
| <b>INSURER C:</b>  |  |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |
| <b>INSURER D:</b>  |  |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |
| <b>INSURER E:</b>  |  |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |
| <b>INSURER F:</b>  |  |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |
| <b>INSURED</b><br><b>Advanced Athletic Surfaces, LLC</b><br><b>1461 Carriage Ridge Drive</b><br><b>Greensboro, GA 30642</b>                  |  |                               |        |   |              |  |            |                   |  |                   |  |                   |  |                   |


**COVERAGES**      **CERTIFICATE NUMBER:** 00003065-544224      **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD  | SUBR WVD   | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|------------|------------|--------------------|-------------------------|-------------------------|--|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <b>Y</b>   |            | <b>BAK-23780-5</b> | <b>02/24/2021</b>       | <b>02/24/2022</b>       | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |            |            |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| <b>B</b> | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |            |            | <b>XSMP1463721</b> | <b>02/24/2021</b>       | <b>02/24/2022</b>       | EACH OCCURRENCE \$ <b>1,000,000</b><br>AGGREGATE \$ <b>1,000,000</b><br>\$<br>PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <b>Y/N</b> | <b>N/A</b> |                    |                         |                         |  |

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

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| <b>Town of Lake Park</b><br><b>535 Park Ave</b><br><b>Lake Park, FL 33403</b> | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br><br><b>(DAS)</b> |
|---|---|

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**INCLUDE STATEMENT OF PRIOR OR PENDING LITIGATION.**

*None*

**INCLUDE PROOF OF PROPER LICENSING, CERTIFICATIONS, BUSINESS TAX RECEIPTS (AS APPLICABLE TO PERFORM THE REQUIRED SERVICES).**

# 19000208455