

RESOLUTION NO. 93-11-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH PLAYCORE WISCONSIN, INC. (DBA GAMETIME) TO FURNISH AND INSTALL A SHADE CANOPY AND A SWING SET IN BERT BOSTROM PARK; AND PROVIDING FOR 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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons and

WHEREAS, the Town solicited services and products from vendors via an Invitation-to-Bid (ITB) to furnish and install a shade Canopy and a swing set in Bert Bostrom Park (the Work); and

WHEREAS, the Town received one bid on November 7, 2019 to provide the Work; and

WHEREAS, in its bid submittal, Playcore Wisconsin, DBA GameTime (the Contractor) represented that it is qualified, able and willing to satisfactorily provide the services solicited in the Town’s ITB; and

WHEREAS, the Town determined that the Contractor’s bid was fully responsive and responsible to the ITB requirements; and

WHEREAS, the Town has budgeted CDBG grant funds in its current fiscal year budget which are available to fund this Agreement; and

WHEREAS, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into a contract with the Contractor.

**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 by reference.

Section 2. The Mayor is hereby authorized and directed to execute a contract with the Contractor for services associated with furnishment and installation of a shade canopy and a swing set in Bert Bostrom Park. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice - Mayor Glas - Castro, who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

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

The Town Commission thereupon declared the foregoing Resolution No. 93-11-19 duly passed and adopted this 20 day of November, 2019.


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



Contract Agreement
AGREEMENT BETWEEN OWNER AND CONTRACTOR
Bert Bostrom Park - Shade Structure & ADA Playground Equipment
311 7th Street
TOWN OF LAKE PARK
TOWN BID NO. 106-2019


Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK, 535 PARK AVENUE, LAKE PARK, FLORIDA, 33403 ("Owner") and PLAYCORE WISCONSIN DBA GAMETIME, PO BOX ~~530700~~ 520700 LONGWOOD, FLORIDA, 32752. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 106-2019.

All terms, conditions, plans and specifications of Town Bid No. 106-2019, any Addenda, and contractor's accepted bid, dated November 7, 2019 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$38,095.86, which is the Base Bid plus the addition of Alternate 1.

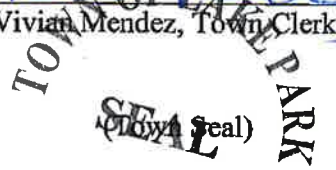
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2019; and _____ authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

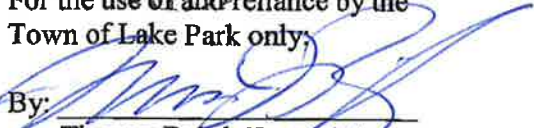
Attest:

By: 
Michael O'Rourke, Mayor
20th day of Nov, 2019


Vivian Mendez, Town Clerk



Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only;

By: 
Thomas Baird, Town Attorney
20th day of Nov, 2019

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor: PlayCore Wisconsin DBA GameTime

Name of Contractor

Signature

Rob Dominica/Pres/drp
Name, Title

This is not the Corp office
as such the corp seal is not
(CORPORATE SEAL) at this location 8th day of November, 2019

STATE OF FLORIDA)
)
COUNTY OF Seminole)

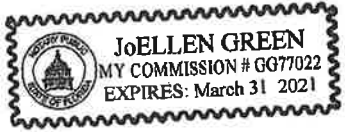
Sworn to and subscribed before me this 8th day of November, 2019 by

Rob Dominica who (check one) is personally known to
me or has produced _____ as identification.

JoEllen Green
Notary Public, State of Florida

JoEllen Green
Print or Type Name of Notary Public

My commission expires:



END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

BERT BOSTROM PARK- SHADE STRUCTURE & ADA
PLAYGROUND EQUIPMENT
TOWN OF LAKE PARK BID 106-2019

					Dominica Products
No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	ESTIMATED EXTENDED COST
1	INDEMNIFICATION	1	JOB	\$ 100.00	\$ 100.00
2	GENERAL CONDITIONS INCL. MEETINGS, SHOP DRAWINGS, STRUCTURAL REQUIREMENTS, NOTICE OF COMMENCEMENT, FINAL SIGNED/SEALED DRAWINGS.	1	JOB	L.S.	\$ 1,200.00
3	PAYMENT BOND & PERFORMANCE BOND (ONLY APPLICABLE IF PROPOSED PRICE EXCEEDS \$100,000.00)	1	JOB	L.S.	\$ -
4	CONTINGENCY FOR PERMITS (TOWN BUILDING DEPT. & P.B. COUNTY FIRE)	1	JOB	\$ 500.00	\$ 500.00
5	MOBILIZATION, INCL. SIGNAGE, SITE SECURITY(FENCING), CHEMICAL TOILET & ROUGH-OUT MARKING FOR PLAY CURB	1	JOB	L.S.	\$ 500.00
6	FURNISH & INSTALL SHADE CANOPY	1	L.S.	L.S.	\$ 22,572.75
7	PERIMETER SOIL GRADING AND BAHIA SOD (TOWN TO PROVIDE TOP SOIL)	1	L.S.	L.S.	\$ 800.00
		SUBTOTAL			\$ 25,672.75
8	ALTERNATE 1: PROVIDE AND INSTALL SWING SET (Includes frame,(2) Aab, (2) Enclosed Tot Seat, (2) Zero-G chair, belts,(2) wear mats, playground border, and geotextile underlayment) ADD	1	L.S.	L.S.	\$ 12,423.11
TOTAL:					\$ 38,095.86

GameTime

A PLAYCORE Company

drp Dominica

RECREATION PRODUCTS

**Town of Lake Park
Bid 106-209**



Represented by: Dominica Recreation Products since 1969
P.O. Box 520700 • Longwood, FL 32752-0700

800.235.2440 www.gametime.com

Conceptual Drawing ONLY



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

BERKEGOSTROM PARK
PLAYGROUND EXPANSION - REVISED
TOWN OF LAKE PARK
Domitric Recreation Products

This plan is
submitted to
the relevant
authorities for
approval.

Author: NRS
Scale: 1:1000
Date: 10/10/2024

BERKEGOSTROM PARK
PLAYGROUND EXPANSION - REVISED
TOWN OF LAKE PARK
Domitric Recreation Products





A PLAYCORE Company

PRIME TIME SWING



Please note: Listed price is only for one bay. (Image shows two bays.)

Features and Benefits:

Model: 12583

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.

SCHEDULE OF BID ITEMS
BERT BOSTROM PARK - SHADE STRUCTURE & ADA PLAYGROUND EQUIPMENT
TOWN OF LAKE PARK BID 106-2019

BID DUE DATE: November 7, 2019; 2:30 p.m. EST

CONTACT PERSON WITH TOWN: Vivian Mendez, Town Clerk, (561)881-3311
Please bid the following consistent with the Technical Specifications and Eight Sheet Plan Set

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
1	Indemnification	1	Job	\$100.00	\$ <u>100.00</u>
2	General Conditions incl. meetings, shop drawings, structural requirements, Notice of Commencement, final signed/sealed drawings.	1	Job	L.S.	\$ <u>1200.00</u>
3	Payment Bond & Performance Bond (only applicable if proposed price exceeds \$100,000.00)	1	Job	L.S.	\$ <u>.00</u>
4	**Contingency for Permits (Town Building Dept., & P.B County Fire)	1	Job	\$500.00	\$ <u>500.00</u>
5	Mobilization, incl. signage, site security (fencing), chemical toilet & rough-out marking for play curb.	1	Job	L.S.	\$ <u>500.00</u>
6	Furnish & Install Shade Canopy	1	L.S.	L.S.	\$ <u>22572.75</u>
7	Perimeter soil grading and Bahia Sod (Town to Provide Top Soil).	1	L.S.	L.S.	\$ <u>800.00</u>

TOTAL BASE BID ITEMS 1 THRU 7 **\$ 25,672.75**

Written Amount \$ Twenty Five Thousand six hundred seventy two and .75/100

(continued on next page)


SCHEDULE OF BID ITEMS
BERT BOSTROM PARK - SHADE STRUCTURE & ADA PLAYGROUND EQUIPMENT
TOWN OF LAKE PARK BID 106-2019 (CONTINUED)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
8*	ALTERNATE I: Provide and Install Swing Set (includes frame, (2) Aab, (2) Enclosed Tot Seat, (2) Zero-G chair, belts, (2) wear mats, playground border, and geotextile underlayment ADD	1	L.S	L.S.	\$ <u>12423.11</u>
9	Alternate III - Deduct Line 7 -Perimeter Soil Grading & Sod to be accomplished by Town	1		Deduct	\$ <u>800.00</u>

* Alternate I is to provide and install.

** Contingency for Permits (Town Building Dept. & P.B. County Fire permit) to be adjusted by Change Order for total greater or less than \$500.00.

.....
NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS FROM DATE OF ORDER: 120 Calendar Days for completion of project

Submitted By:  Title: Pres/drp

Name of Firm: PlayCore Wisconsin DBA GameTime

Date: 11-1-19 E-mail Address: robd@gametime.com

Firm Address: PO Box 520700 Longwood, FL. 32752

Firm Telephone No. 800-432-0162

Submit Bid Package to:
 Office of the Town Clerk
 Attn: Vivian Mendez
 535 Park Avenue
 Lake Park, Florida 33403

Phone No: 561.881.3311

E-mail: vmendez@lakeparkflorida.gov



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
 www.playdrp.com

10/30/2019
 Quote #100681-01-01

Bert Bostrom Park ~ Bid 2019 - Shade

Town of Lake Park
 Attn: Riunite Franks
 535 Park Avenue
 Lake Park, FL 33403
 Phone: 561-840-0160

Ship to Zip 33403

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
<p><i>All Items are priced dependent on each other. If anything is changed or modified, the entire quote will need to be modified. Installation and freight are based on all the work at one time</i></p>					
		Misc - Idemnification	\$100.00	\$100.00	\$100.00
		Misc - Meeting, Shop Drawings, ???	\$1,200.00	\$1,200.00	\$1,200.00
		Misc - Payment & Performance Bond- <i>Not required below \$100,000</i>			
		Misc - Contingency for Permit Fees	\$500.00	\$500.00	\$500.00
		Misc - Mobilization, and Marking out area- <i>NOTE : no construction signs provided, only orange security fencing to be used, no toilets on site.</i>	\$500.00	\$500.00	\$500.00
1	QRI384	GT-Shade - RD303514IG 14' IN-GE-RC-H	\$10,925.00	\$10,597.25	\$10,597.25
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Shade Framing- <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i> ***DAVIS-BACON WAGE RATES***	\$8,210.00	\$8,210.00	\$8,210.00
4	INSTALL	5-Star Plus - Shade Footer Size 2 (each) - Medium	\$390.00	\$390.00	\$1,560.00
1	INSTALL	5-Star Plus - Lull Forklift (Crane) - For Shade Installation- <i>Per Day Rental - Owner to provide access to site for lull, installer not responsible for damage to grass, sod, sidewalk or anything on accessible route to site.</i>	\$1,350.00	\$1,350.00	\$1,350.00
		Misc - Perimeter Bahia Sod - delivered and installed	\$800.00	\$800.00	\$800.00
Sub Total					\$24,817.25
Freight					\$855.50
Total					\$25,672.75

Comments

Site Plan to be provided by Owner for Permitting

This quote was prepared by Rob Dominica, President.
 For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days** after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the owner will provide approved site plans of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.



A PLAYCORE COMPANY

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

10/30/2019
Quote #100681-01-01

Bert Bostrom Park ~ Bid 2019 - Shade

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

SHADE TERMS :

- Winds greater than 90 mph, require the removal of the shade fabric to prevent damage.
Quote does not include any provisions for lighting protection.
Lead time for Shade is about 6 weeks AFTER approval of permits (if required).
Installer not responsible for site conditions. For Large Shades holes may be upwards of 8' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
Standard installation is for earth formed footers. Soil testing is not included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: \$25,672.75



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
 www.playdrp.com

10/30/2019
 Quote #100681-01-02

Bert Bostrom Park ~ Bid 2019 - Add On Swing

Town of Lake Park
 Attn: Riunite Franks
 535 Park Avenue
 Lake Park, FL 33403
 Phone: 561-840-0160

Ship to Zip 33403

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - 6-Place Swing Frame	\$5,063.00	\$4,874.63	\$4,874.63
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od			
		(2) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od			
		(2) SS8696 -- End Tot Seat 3 1/2"/8' High W/Clevis			
		(2) SS8552 -- 3 1/2" Zero-G Chair (5-12)-Stainless			
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis			
1	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$659.00	\$619.46	\$619.46
2	161292	GameTime - Wear Mat 44"x48"	\$231.00	\$217.14	\$434.28
26	4862	GameTime - 12" Playground Border	\$52.00	\$50.44	\$1,311.44
1	INSTALL	GameTime - Moving existing borders and reinstallation	\$500.00	\$500.00	\$500.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i> ***DAVIS-BACON WAGE RATES***	\$2,600.00	\$2,600.00	\$2,600.00
1	INSTALL	5-Star Plus - Signed/Sealed FBC 2017 6th Ed Building Code Drawings	\$995.00	\$995.00	\$995.00
				Sub Total	\$11,334.81
				Freight	\$1,088.30
				Total	\$12,423.11

Comments

Wood Fiber by Others

Site Plan to be provided by Owner for Permitting

This quote was prepared by Rob Dominica, President.
 For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by Installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the owner will provide approved site plans of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.



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10/30/2019
 Quote #100681-01-02

Bert Bostrom Park ~ Bid 2019 - Add On Swing

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

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Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$12,423.11**

BID FORM: BID No. 106-2019
BERT BOSTROM PARK – SHADE STRUCTURE AND ADA PLAYGROUND
EQUIPMENT

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

Twenty Five Thousand Six hundred seventy two and .75/100 (\$25,672.75)

Completion: ¹²⁰~~Thirty (30)~~ calendar days after Notice to Proceed [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town].

Required documents attached?

(Yes or No)

- Schedule of Bid Items Yes
- Acknowledge Addenda # 1 (if issued) Yes
- Bid bond (minimum of 5% of total bid (signed) Yes
- 1 Original and 2 copies of the following:
- Bid Form (signed) Yes
- Clarifications/Exceptions Yes
- List of Subcontractors Yes
- 'Drug Free Workplace Cert. (signed) Yes
- List of References Yes
- Licenses/Certifications (copies of applicable licenses) Yes
- Proof of Existing Insurance Coverage Yes
- Noncollusion Affidavit of Prime Bidder Yes
- Anti-kickback Affidavit Yes
- Certification of Eligibility of General Contractor Yes
- Certification of Nonsegrated Facilities Yes
- Workforce Projection Yes

NAME OF FIRM PlayCore Wisconsin DBA GameTime

ADDRESS PO Box 520700 Longodd, FL. 32752

PHONE# 800-432-0162 FAX# 407-331-4720

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED or PRINTED) Rob Dominica/Pres/drp

POINT OF CONTACT EMAIL ADDRESS: robxd@gametime.com

DATE: Nov. 11, 2019 TAX PAYER ID# 39-1720480

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

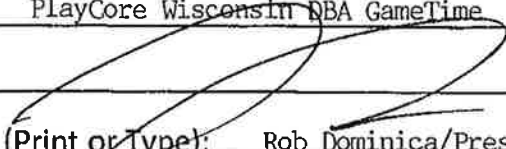
PART I:

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

Addendum #1, Dated October 22, 2019
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: PlayCore Wisconsin NBA GameTime
Signature: 
Name and title (Print or Type): Rob Dominica/Pres/drp
Date: November 1, 2019

October 22, 2019

Addendum No. 1: ITB106-2019

Project Name: *BERT BOSTROM PARK: SHADE STRUCTURE AND ADA PLAYGROUND EQUIPMENT*

Each recipient of Addendum No. 1 to the ITB who responds to the ITB acknowledges all of the provisions set forth in the ITB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and become part of the contract documents.

1. CLARIFICATIONS/ADDITIONAL INFORMATION

- As a result of the mandatory pre-bid conference held on Monday, October 21, 2019, several items are being clarified and we are providing additional reference information. Please note the following:

- a.) Any reference to “surface mounted” shade canopy means shade canopy installed on concrete footers in accordance with the manufacturer specifications. The bid solicitation references the provision of signed/sealed engineer’s drawings as part of the scope of work, which should be provided by contractor and should illustrate and guide installation of canopy and any associated supports. Canopy must meet current code requirements. Placement of supports should be determined by engineer and indicated in drawings, as the new shade canopy is being installed over an existing playground. Included with this addenda is a copy of the engineering plans for the existing playground, which was installed in January of 2019. These plans were drawn and sealed by the engineering firm of Calvin Giordano and Associates, Inc. They are provided herein for informational and reference purposes only and in no way relieve a bidder of any requirements set forth in ITB106-2019.
- b.) Unless otherwise specifically noted in the solicitation, all hardware should be stainless steel-grade.
- c.) Also included with this addenda is a simple aerial illustrating the nearest sources of power and water. It is advisable that if power is needed, that the contractor consider utilizing generator-supplied power. Any planned usage of Town-provided water or electric should be coordinated with the Town’s project manager.
- d.) The Town will allow the contractor use of the public park restrooms in lieu of portable chemical toilets.
- e.) Colors and finishes of any new equipment should match existing colors and finishes to the greatest extent possible. Any new equipment needs to visually match the existing playground equipment so as to be aesthetically pleasing.

Proposers must acknowledge receipt of this Addendum No. 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**
Vivian Mendez, CMC
Town Clerk

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: 2019.10.21 15:56:49 -0400

Proposer:

Signed by: 

Print Name: Rob Dominica

Title: Pres/drp

Date: 11-1-19

End of Addendum No. 1

BID BOND

CONTRACTOR:

(Name, legal status and address)

PlayCore Wisconsin, Inc. dba GameTime
150 PlayCore Drive
Fort Payne, AL 35967

OWNER:

(Name, legal status and address)

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company (a DE Corp.)
475 Steamboat Road
Greenwich, CT 06830

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Bert Bostrom Shade & Playground Equipment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of November 2019.

Maria Townson
(Witness) Maria Townson, Risk Management

PlayCore Wisconsin, Inc. dba GameTime
(Principal) Brenda Grant (Seal)
(Title) Brenda Grant, General Counsel

Maria Concepcion
(Witness) Maria Concepcion

Berkley Insurance Company
(Surety) D-Ann Kleidosty (Seal)
(Title) D-Ann Kleidosty, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Gary D. Eklund; D-Ann Kleidosty; Sharon J. Potts; Karlna Plis; or Maria Concepcion de Marquez of Marsh USA, Inc. of Atlanta, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of December, 2018.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

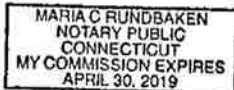
WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of December, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.



Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 7th day of November, 2019.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

INSERT BID BOND HERE

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.
Due to custom order of shade completion date was changed to 120 days

LIST OF SUBCONTRACTORS

Following are the subcontractors 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 (see '*Instructions To Bidders, 3C*').


<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) DW Recreation Services	9951 Equus Circle	Boynton Bch, 33472 Donald or Cadace West 561-818-4819
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of PlayCore Wisconsin DBA GameTime, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Authorized Signature

(Date)

11-1-19

Rob Dominica/pres/drp
Name & title (typed)

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: City of New Smyrna Beach
Address: 210 Sams Avenue
New Smyrna Beach, FL. 32168

Point of Contact: Faith Miller
Phone Number: 386-424-2202
Fax Number: 386-424-2198

REFERENCE #2

Company/Agency Name: Seminole County Parks & Rec
Address: 845 Lake Markham Road
Sanford, FL. 32771

Point of Contact: Joe Abel
Phone Number: 407-665-2180
Fax Number: 407-665-2179

REFERENCE #3

Company/Agency Name: City of Kissimmee
Address: 101 N. Church Street
Kissimmee, FL. 34741

Point of Contact: Steve Lackey
Phone Number: 407-518-2342
Fax Number: 407-932-1958

**INCLUDE PROOF OF PROPER LICENSING/CERTIFICATION
(APPLICABLE LICENSING TO PERFORM THE REQUIRED
SERVICES INCLUDING AUTHORIZED APPLICATORS
CERTIFICATION OF SPECIFIED SYSTEM)**

STATE OF ALABAMA

CONTROL NO.
17768

County
DEKALB

LICENSE NO.
0329

ACCOUNT NO.
551 2020

1:58 pm JROBERTS

LICENSE YEAR
2019 - 2020

ISSUED TO:

**GAMETIME
PLAYCORE INC.
P.O. BOX 680121
FORT PAYNE AL 35968**

DATE ISSUED		
10	11	19
MO	DAY	YR

LICENSE TYPE	
STORE LICENSE	<input type="checkbox"/>
CHAIN STORE LICENSE	<input type="checkbox"/>
OCCUPATIONAL LICENSE	<input checked="" type="checkbox"/>

BUSINESS LOCATION:

**GAMETIME
150 PLAYCORE DR SE
FORT PAYNE AL 35967**

**EXPIRES
September 30, 2020**

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
084-001	contractor over 200,000	\$375.00	\$1.00				\$376.00
087-001	manufacturing 1mil & over	\$300.00	\$1.00				\$301.00

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

Ronnie Osborn, Probate Judge
Issuing Authority

TOTAL	\$677.00
OTHER FEE	\$0.00
TOT WITH OTHER FEE	\$677.00

RENEW LICENSE OCTOBER 1st THROUGH OCTOBER 31st

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

Revised 04/12/88 Page 1 of 4

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Buyer: _____

Address: _____

I certify that:

Name of Firm (Buyer): PLAYCORE WISCONSIN, INC. is engaged as a registered
 Address: 150 PLAYCORE DRIVE Wholesaler _____
FORT PAYNE, AL 35967 Retailer _____
DBA Gametime Manufacturer X
Seller (California) _____
Lessor (see notes _____
on pages 2 - 4) _____
Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: MANUFACTURING PARK & PLAYGROUND EQUIPMENT

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ³	2500-10385	MN ²²	7650829
AR	208136-76-003	MO ¹⁴	76374380
AZ ²²	07-592173-K	NE ¹⁴	0866111
CA ¹	SC OMA 30-634827	NY	475130004-01
CO ¹	09-86448-0000	NJ	1101625
CT ¹	8957318-000	NM ¹¹³	01-260531-00-8
DC ²	N/A	NC ²⁹	600145727
FL ⁵	78-8012403303-5	ND	009723400
GA ⁵	208001781977	OK ¹⁴	791018
HI ⁷	93453452	RI ⁷	92985
ID ¹⁴	003430116-5	SC ¹¹	099-22452-8
IL ¹⁴	285-242-1	SD ¹¹	1072-2264-8T
IA	2-00-139416	TN	100253950
KS ¹⁴	115-3960 (O)	TX ¹¹	1-39-1720480-5
KY ¹⁴	198366	UT	12305216-002-BTC
ME ²	1033057	VT ²⁰	117815
MD ¹⁰	08549141	WA	A05 9474 13
MI	U 39-1720480	WI ²¹	UT 6796

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

Title: Accounting Manager

Date: January 16, 2014

INCLUDE PROOF OF EXISTING INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2019

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

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

PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Charter Oak Fire Insurance Co.
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COVERAGES **CERTIFICATE NUMBER:** ATL-004720415-32 **REVISION NUMBER:** 12

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MKLV2PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		TJ-CAP-90897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	UB-2N106953-19-51-R UB-2N159031-19-51-K UB-7J602089-19-14-G (See Additional Page.)	08/01/2019 08/01/2019 08/01/2019	08/01/2020 08/01/2020 08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella		BE 015899319	08/01/2019	08/01/2020	Each Occurrence 15,000,000 Aggregate 15,000,000

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

CERTIFICATE HOLDER Game Time A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	--

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

UB-2N106953-19-51-R (AZ, FL, OR, WI)

UB-2N159031-19-51-K (AK AL CO GA IA IL IN KS KY MD MI MN MO MT NC ND NE NV NY OH OK PA PR SC TN TX UT VA WA WY)

UB-7J602089-19-14-G (AZ CA CO CT FL GA ID IL IN KS MD MI MN MO MT NC NH NM NV NY OK OR PA SC TN TX WV)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Rob Dominica, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is Pres of DRP-Registered agent GameTime, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 106-2019 Project Name: Shade Structure and Playground Equip Bert Bostrom Park

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

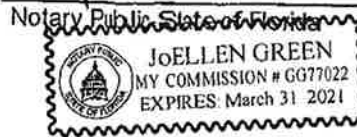
Signature: 

Subscribed and sworn to (or affirmed) before me this 4 day of November 2019 by Rob Dominica, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: _____



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Rob Dominica, personally appeared _____ who, after being by me first duly sworn, deposes and says:

(1) I am Pres of DRP/Registered agent GameTime, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 106-2019 Project Name: Bert Bostrom Park Shade Structure and Playground Equip

(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 Palm Beach County or, _____ 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.

Signature: _____


Subscribed and sworn to (or affirmed) before me this 1 day of November 2019 by Rob Dominica, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____


Notary Name: _____



PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Rob Dominica, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the Pres of DRP-registered agent Gametime, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: 106-2019 Project Name: Bert Bostrom Park Shade and Playground

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: 

Subscribed and sworn to (or affirmed) before me this 1 day of November, 20 19

by Rob Dominica, who is personally known

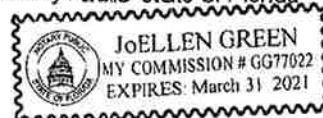
to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: _____

Notary Public-State of Florida






CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Bert Bostrom Shade and playground equipment

Company Name and Address: PlayCore Wisconsin DBA GameTime
PO Box 520700
Longwood, FL 32752


Signature
Predd
Name and Title
11-1-19
Date



WORKFORCE PROJECTION

PROJECT NAME:	Bert Bostrom Park – Shade Structure & ADA Playground Equipment
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

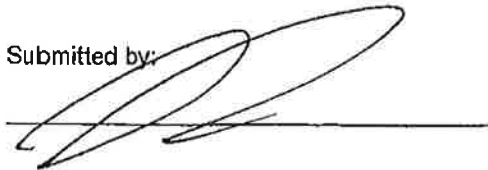
POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: _____)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greaseman
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Pile driver
- Power Sub-grade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: _____)
- Other:
- Other: operator - Bobcat/skids loader

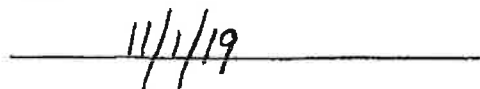
OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: _____)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other: Labor - common/general

Submitted by:



Date:



CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT
(for use by subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

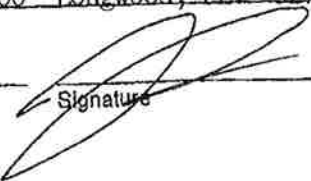
1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
Further, I, we, provide the certification set out below:
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: Bert Bostrom Shade and Playground Equipment

Subcontractor Name: PlayCore Wisconsin DBA GameTime

Address: PO Box 520700 Longwood, FL 32752

By: Rob Dominica/Pres
Name and Title


Signature

11-1-19
Date

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONIX® uprights.
- ✓ Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- ✓ Fifteen-Year limited warranty on rotationally-molded products.
- ✓ Ten-Year limited warranty on GTFit posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymer Tuff Forms sculptures.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ Two-Year limited warranty on Challenge Course timing components.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime Instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE®, PRIMETIME®, XSCAPE® AND IONIX®

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, upright posts; and PrimeTime, IONIX and Xscape bolt-through connections; a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; ten-year limited warranty on EDPM rubber components; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED GTSHADE® PRODUCTS

GameTime provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structure failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading not exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the use intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading and a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

LIMITED WARRANTY ON GT SYMPHONY COMPONENTS

GameTime provides a five-year limited warranty on GT Symphony Freenotes™ Harmony Park music components that render the products unusable for their intended use.

LIMITED WARRANTY ON EVERYBODY PLAYS COMPONENTS

GameTime provides a three-year limited warranty on Everybody Plays polyurea coated foam and rubber strip components that render the products unusable for their intended use.

LIMITED WARRANTY ON PLAYWORX GFRC THEMED PLAY STRUCTURES

GameTime provides a five-year limited warranty on PlayWorx glass fiber reinforced concrete (GFRC) themed play structures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON TUFF FORMS GFRP THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on Tuff Forms glass fiber reinforced polymers (GFRP) themed play sculptures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit stationary posts, welds, and bars and a five-year limited warranty on GTfit motion posts, welds, and bars against structural failure; a five-year limited warranty on stainless damper modules and aluminum cycle covers; a two-year limited warranty on bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests, clamps, and Challenge Course timing systems; and a one-year limited warranty on cycle rib belts and powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

GameTime provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites causing the wood to become structurally unfit for its intended use; see exclusions.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at

USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Project: _____

Purchaser: _____

GameTime Order Number: _____

Authorized GameTime Signature

Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the "CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

<http://cpsia.playcore.com>



GTW180101



Page 4

NEW SHADE STRUCTURE
(existing playground to remain)

NEW SWING SET
(1 new frame, 2 new Aab swings, 2 new enclosed tot seats, and 2 new Zero-G chair swings)

NEW BORDER (EXPANSION OF EXISTING)

NEW MATS



Bert Bostrom Park Playground Expansion

Town of Lake Park, FL