SUBJECT: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location

BID #: PSC-0354-22 **OPEN DATE: 04/29/2020**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM JULY 27, 2020 THROUGH JULY 26, 2023, WITH TWO (2) ONE (1) YEAR RENEWAL OPTION

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

BASIS OF AWARD: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment with SOUTHERN RECREATION, INC. for the playground equipment at Various Duval County Parks Location listed below. This is a one-time purchase. The total requested expenditure not-to-exceed $834,834.00.

Argyle Forrest	$107,963.00
Adolph Wurn	$102,990.00
Ortega Hills	$112,175.00
Riverview Park	$ 89,830.00
Joe Davis Park	$102,846.00
Panama Park	$107,164.00
Robert F. Kennedy Park	$102,433.00
Henry L. Brown Kooker	$109,433.00
	$834,834.00

Funding Source: 32111.167101.565051.010422.00000000.00000.0000000
To be executed by formal contract through the Office of General Counsel and processed by purchase order.

ATTACHMENTS: Recommendation Memo; Vendor Quote; Risk Approval; Contract

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Department

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net

ONE CITY. ONE JACKSONVILLE.

February 23, 2022

MEMORANDUM

TO: Gregory Pease, Chief
Procurement Division

FROM: Daryl Joseph, Director

RE: **Request to Piggyback St Johns County, FL 20-MCC-SOU-12304, Parks & Playground Equipment for Various Duval County Locations**

The St Johns County, FL, 20-MCC-SOU-12304 list Southern Recreation, Inc as a supplier for playground equipment and installation. The Parks, Recreation and Community Services Department respectfully request approval to piggyback service under the St Johns County, FL, 20-MCC-SOU-12304 with Southern Recreation, Inc.

The Parks, Recreation and Community Services Department have reviewed for compliance the reference project. We respectfully request to recommend awarding to Southern Recreation, Inc for playground equipment for the following locations:

Argyle Forrest	$107,963.00
Adolph Wurn	$102,990.00
Ortega Hills	$112,175.00
Riverview Park	$89,830.00
Joe Davis Park	$102,846.00
Panama Park	$107,164.00
Robert F. Kennedy Park	$102,433.00
Henry L. Brown Kooker	$109,433.00

The total not to exceed amount $834,834.00. Total funding for this project will be:
32111.167101.565051.010422.00000000.00000.0000000

If you have any questions or if further information is required, please contact Amy Honey 255-7909.

DJ/ah

Attachment: St Johns County, FL 20-MCC-SOU-12304
Quotes
COI

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded (i.e. CDBG)
	Close a PO/BO		Change Order on PO listed

PO:

Date: 2/4/22

Recommended Vendor: Southern Recreation

Address:

City/State/Zip:

Quote Attached |Yes| |No|

Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects	
1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Argyle Forest (8533 Acanthus Drive, 32244)			$ -	$ -
Contractor to provide material / labor to: Labor, materials and installation of playground equipment.				
Superior Playground equipment: Arch Swing, Quest 8 Ropes course, sidewalk, curb	1	ea	$107,963.00	$ 107,963.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ronique Gibson upon receipt of purchase order (904) 255-7923				
Total Amount of Order				**$ 107,963.00**
Ship to: N/A				

Requested By: Ronique Gibson

Requested For: Jill Enz

Approved: Daryl T. Joseph, Director

Date: 2/7/22

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Argyle Forest Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Site Development to include excavate 4,200SF area to a 12" depth-dispose of cut material on site		3,000.00
1ea.		60' LF of 5' Wide Concrete Sidewalk w/ inside 12" turndown		1,800.00
1ea.		200' LF of 8"x10" Concrete Header Curb		4,400.00
1ea.		5'x8' Concrete Ramp into Play Area		500.00
1ea.		3.5" Arch Swing- Three Sections to include two belt seats, one "See Me Swing" seat, one Inclusive swing seat and one Team Swing seat		13,650.00
1ea.	PS3-71158	2-5 Playstructure		18,550.00
1ea.	RC-A008SR	Quest 8 Ropes Course		41,550.00
180ea.		Yards Playground Mulch		5,000.00
1ea.		Discount		(3,687.00)

Subtotal	84,763.00
Tax Rate	.07
Tax	Exempt
Freight	6,200.00
Installation	17,000.00
Total Due	107,963.00

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation.
Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included unless specifically noted on the proposal.

Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-in- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-
Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing.SR WILL NOT INSTALL any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

Access/Utilities Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature Terry Rogers Terry Rogers, President

Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Panama Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Demo and Dispose of all play equipment		4,000.00
1ea.		Site Prep for New Play Area-Excavate 3,800 SF to a 12" depth-dispose of cut material off site		3,800.00
1ea.		248' LF of 8"x10" Concrete Curbing		5,456.00
1ea.		5'x25' Connecting Concrete Sidewalk		750.00
1ea.		Concrete Ramp into play area		700.00
1ea.		3.5" Arch Swing- Three Sections to include two belt seats, one "See Me Swing" seat, one Inclusive swing seat and one Team Swing seat		13,650.00
1ea.	RC-804SR	15' Max Peak Climber		25,560.00
1ea.	PS3-25253	2-5 Playstructure		23,900.00
180ea.		Yards Playground Mulch		5,000.00
1ea.		Engineering for Net Climber		900.00
1ea.		Engineering for Playstructure		900.00
1ea.		Permit Fee		1,200.00
1ea.		Discount		(3,152.00)

		All equipment quoted per terms of our St. Johns County Contract Agreement Bid No. 20-46 Park & Playground Equipment Master Contract #20-MCC-SOU-12304		

Subtotal	82,664.00
Tax Rate	.07
Tax	Exempt
Freight	6,500.00
Installation	18,000.00
Total Due	107,164.00

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

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Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

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Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the

customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature Terry Rogers Terry Rogers, President

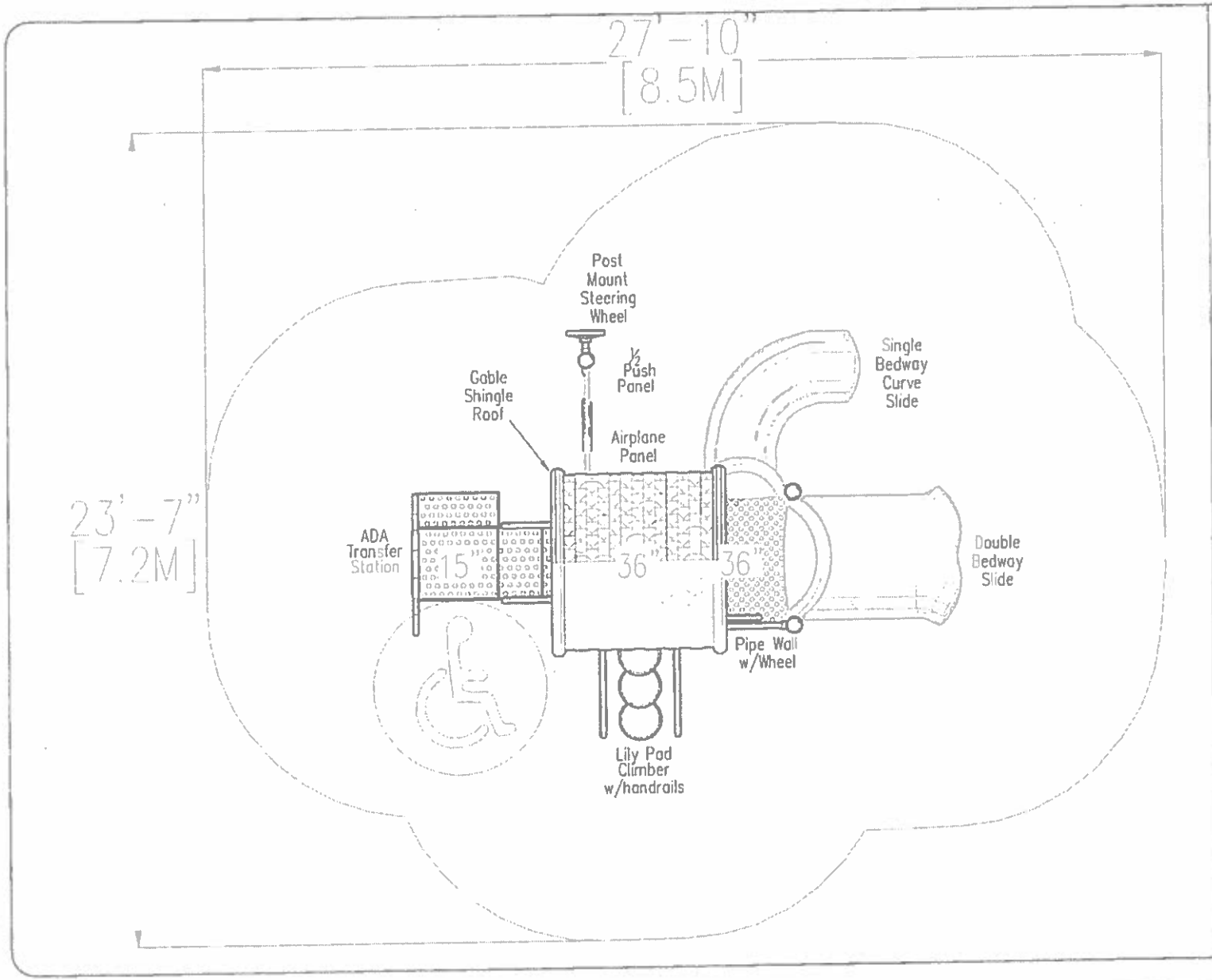
Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254



Playgrounds

BY SUPERIOR RECREATIONAL PRODUCTS

REFERENCE NUMBER
PS3-71158
3.5" STEEL PLAYGROUND DESIGN

EQUIPMENT SIZE	USE ZONE
16' X 12'	28' X 24'
AGE GROUP	SURFACE AREA
2-5	490 SQ. FT.

USER CAPACITY	4' TIMBER COUNT
22	22

FALL HEIGHT
3'

ADA ACCESSIBILITY

ELEVATED PLAY ACTIVITIES
5

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	2	2
PROVIDED	2	2

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-11 UNLESS OTHERWISE NOTED

DATE	DRAWN/SAVED BY
12/22/2020	AW / ANDREW.WILSON
SCALE	SHEET
3/8" = 1'-0"	1 OF 2

PAGE
Planview

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

PO:

Date: 2/4/22

Recommended Vendor: Southern Recreation

Address:

City/State/Zip:

Quote Attached |Yes| |No|

Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects	
1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Adolph Wurn (2155 Dean Rd., 32216)			$ -	$ -
Contractor to provide material / labor to: Labor, materials and installation of playground equipment.				
Superior Playground equipment: Arch swing, 2-5 Structure, Hurricane, Atom Spinner, Flower Music	1	ea	$102,990.00	$ 102,990.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ronique Gibson upon receipt of purchase order (904) 255-7923				
Total Amount of Order				$ 102,990.00
Ship to: N/A				

Requested By: Ronique Gibson

Requested For: Jill Enz

Approved: Daryl T. Joseph, Director

Date: 2/7/22

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Adolph Wurn Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Demo and Dispose of all existing play equipment. Dispose of old playground mulch		4,000.00
1ea.		5'x8' Concrete Ramp into Play Area		800.00
1ea.		3.5" Arch Swing- Three Sections to include two belt seats, one "See Me Swing" seat, one inclusive swing seat and one Team Swing seat		13,650.00
1ea.	PS3-70857	2-5 Playstructure		31,550.00
1ea.	TFR-0659	Inclusive Atom Spinner		6,890.00
1ea.	TFR0668	Hurricane Climber w/ Shade		19,150.00
2ea.		Flower Music	1,425.00	2,850.00
180ea.		Yards Playground Mulch		5,000.00
1ea.		Engineering for Playstructure		900.00
1ea.		Permit Fee		1,200.00
1ea.		Discount		(3,700.00)
		All equipment quoted per terms of our St. Johns County Contract Agreement Bid No. 20-46 Park & Playground Equipment Master Contract #20-MCC-SOU-12304		

Subtotal	82,290.00
Tax	Exempt
Freight	2,700.00
Installation	18,000.00
Total Due	102,990.00

Terms and Conditions and Required Signature on next page.

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Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
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Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature *Terry Rogers* Terry Rogers, President

Accepted by_____ Date _____

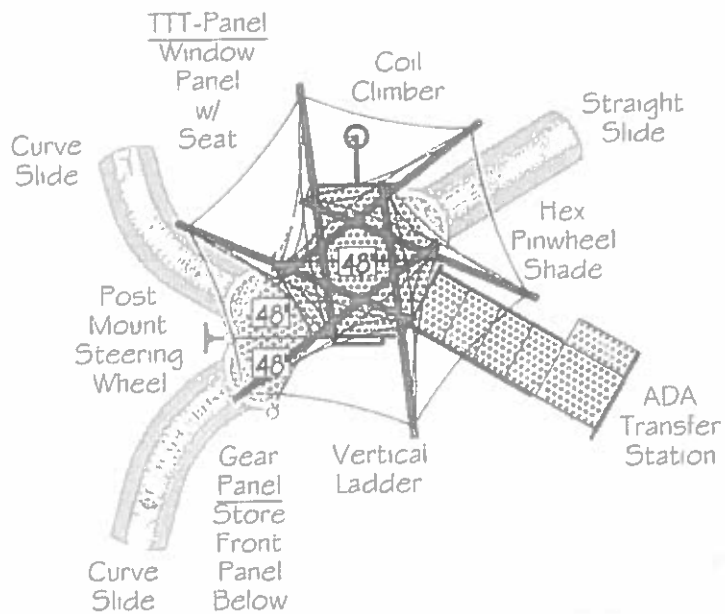
Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254

31'-1"
[9.5M]



27'-6"
[8.4M]

Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

REFERENCE NUMBER
PS3-70857
3.5" STEEL STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
19' X 16'	31' X 28'
AGE GROUP	SURFACE AREA
2-5	689 SQ. FT.

USER CAPACITY	4" TIMBER COUNT
20-25	28

FALL HEIGHT
4'

ADA ACCESSIBILITY

ELEVATED PLAY ACTIVITIES
7

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	2	2
PROVIDED	3	3

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-17 UNLESS OTHERWISE NOTED

DATE	DRAWN/SAVED BY
4/27/2020	AW / WILLOW BRANSCUM
SCALE	SHEET
1/4" = 1'-0"	1 OF 2

PAGE
PLAN VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

PO:

Date: 2/4/22

Recommended Vendor: Southern Recreation

Address:

City/State/Zip:

Quote Attached |Yes| |No|

Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects	
1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Ortega Hills (5000 Greenway Drive, 32244)			$ -	$ -
Contractor to provide material / labor to: Labor, materials and installation of playground equipment.				
Superior Playground equipment: Arch swing, Net Climber, 2-5 Play structure, concrete curbing	1	ea	$112,175.00	$ 112,175.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ronique Gibson upon receipt of purchase order (904) 255-7923				
Total Amount of Order				$ 112,175.00
Ship to: N/A				

Requested By: Ronique Gibson

Requested For: Jill Enz

Approved: Daryl T. Joseph, Director

Date: 2/7/22

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Ortega Hills Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Demo and Dispose of all play equipment		4,000.00
1ea.		Excavate 5,000 SF of area to a 12" depth-dispose of cut material off site		5,000.00
1ea.		310' LF 8"x10' Concrete Curbing		6,800.00
2ea.		5'x8' Concrete Ramp into Play Area	700.00	1,400.00
1ea.		3.5" Arch Swing- Three Sections to include two belt seats, one "See Me Swing" seat, one Inclusive swing seat and one Team Swing seat		13,650.00
1ea.	RC-102SR	19' Tower Net Climber		18,250.00
1ea.	PS3-70857	2-5 Playstructure		31,550.00
240ea.		Yards Playground Mulch		7,200.00
1ea.		Engineering for Playstructure		900.00
1ea.		Engineering for Net Climber		900.00
1ea.		Permit Fee		1,200.00
1ea.		Discount		(3,175.00)
		All equipment quoted per terms of our St. Johns County Contract Agreement Bid No. 20-46 Park & Playground Equipment Master Contract #20-MCC-SOU-12304		

Subtotal	87,675.00
Tax	Exempt
Freight	6,500.00
Installation	18,000.00
Total Due	112,175.00

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation.
Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included unless specifically noted on the proposal.

Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-
Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing. SR WILL NOT INSTALL any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

Access/Utilities Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature *Terry Rogers* Terry Rogers, President

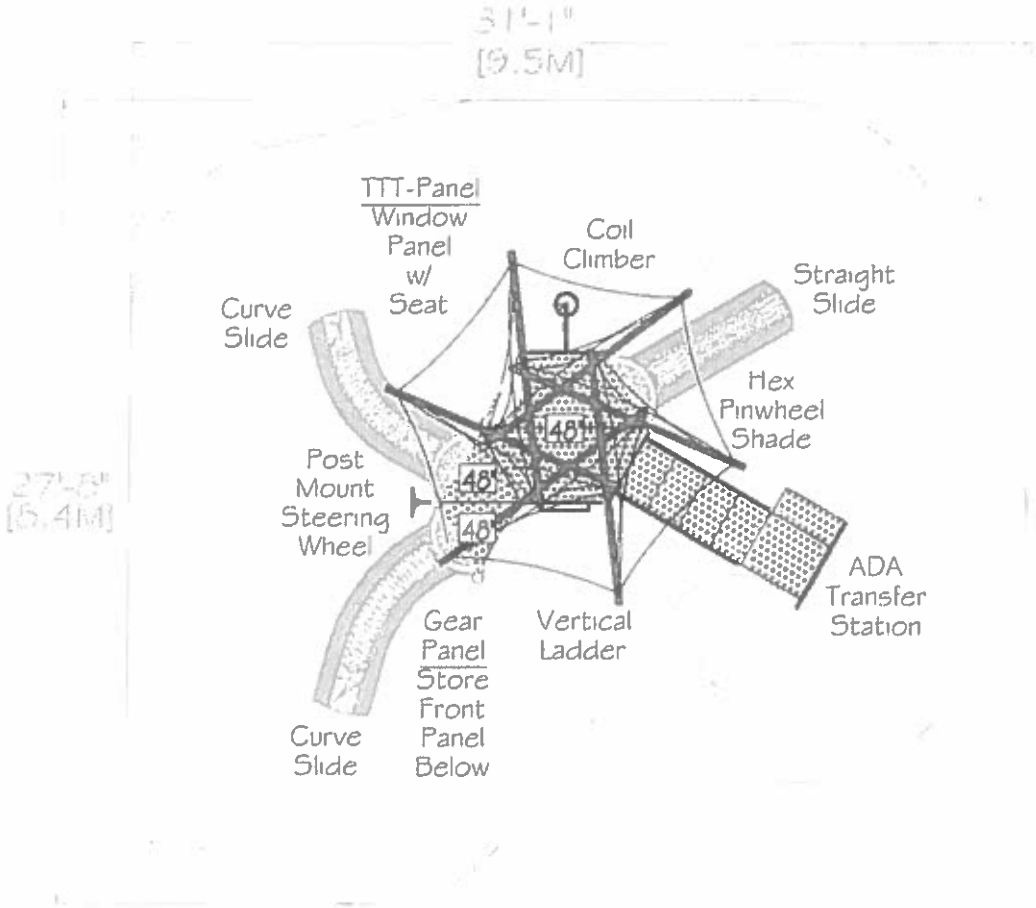
Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254



Playgrounds

OF SUPERIOR RECREATIONAL PRODUCTS

REFERENCE NUMBER
PS3-70857
3.5" STEEL STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
19' X 16'	31' X 28'
AGE GROUP	SURFACE AREA
2-5	689 SQ. FT.

USER CAPACITY	4' TIMBER COUNT
20-25	28

FALL HEIGHT
4'

ADA ACCESSIBILITY

ELEVATED PLAY ACTIVITIES
7

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	2	2
PROVIDED	3	3

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-17 UNLESS OTHERWISE NOTED

DATE	DRAWN/SAVED BY
4/27/2020	AW / WILLOW.BRANSCUM
SCALE	SHEET
1/4" = 1'-0"	1 OF 2

PAGE
PLAN VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

PO:

Date: 2/4/22

Recommended Vendor: Southern Recreation

Address:

City/State/Zip:

Quote Attached |Yes| |No|

Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects	
1Cloud Funding	**Fund**	**Center**	**Account**	**Project**	**Activity**	**Interfund**	**Future**
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Riverview Park (9555 Water Street, 32208)			$ -	$ -
Contractor to provide material / labor to: Labor, materials and installation of playground equipment.				
Superior Playground equipment: Arch Swing, See-Saw, Tetra Dome, Net Climber, Sidewalk, concrete curbing	1	ea	$89,830.00	$ 89,830.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ronique Gibson upon receipt of purchase order (904) 255-7923				
Total Amount of Order				$ 89,830.00
Ship to: N/A				

Requested By: Ronique Gibson

Requested For: Jill Enz

Approved: Daryl T. Joseph, Director

Date: 2/7/22

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Riverview Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Site Prep to include excavate play area to 6" depth- distribute material around perimeter for 12" pit. Seed and hay perimeter		3,000.00
1ea.		264' LF of 8"x10" Concrete Curbing		5,800.00
1ea.		40' LF of 5' Concrete Connecting Sidewalk		1,200.00
1ea.		5'x8' Concrete Ramp into Play Area		700.00
1ea.		3.5" Arch Swing- Three Sections to include two belt seats, one "See Me Swing" seat, one Inclusive swing seat and one Team Swing seat		13,650.00
1ea.	RC-102SR	15' Peak Max Climber		18,250.00
1ea.	TFR0674	Tetra Dome Climber		12,850.00
1ea.	TFR-0684	Four Seat See-Saw		5,090.00
2ea.		Flower Music	1,425.00	2,850.00
180ea.		Yards Playground Mulch		5,000.00
1ea.		Engineering for Net Climber		900.00
1ea.		Permit Fee		1,000.00
1ea.		Discount		(1,960.00)
		All equipment quoted per terms of our St. Johns County Contract Agreement Bid No. 20-46 Park & Playground Equipment Master Contract #20-MCC-SOU-12304		

Subtotal	68,330.00
Tax Rate	.07
Tax	Exempt
Freight	6,500.00
Installation	15,000.00
Total Due	89,830.00

Terms and Conditions and Required Signature on next page.

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Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature Terry Rogers Terry Rogers, President

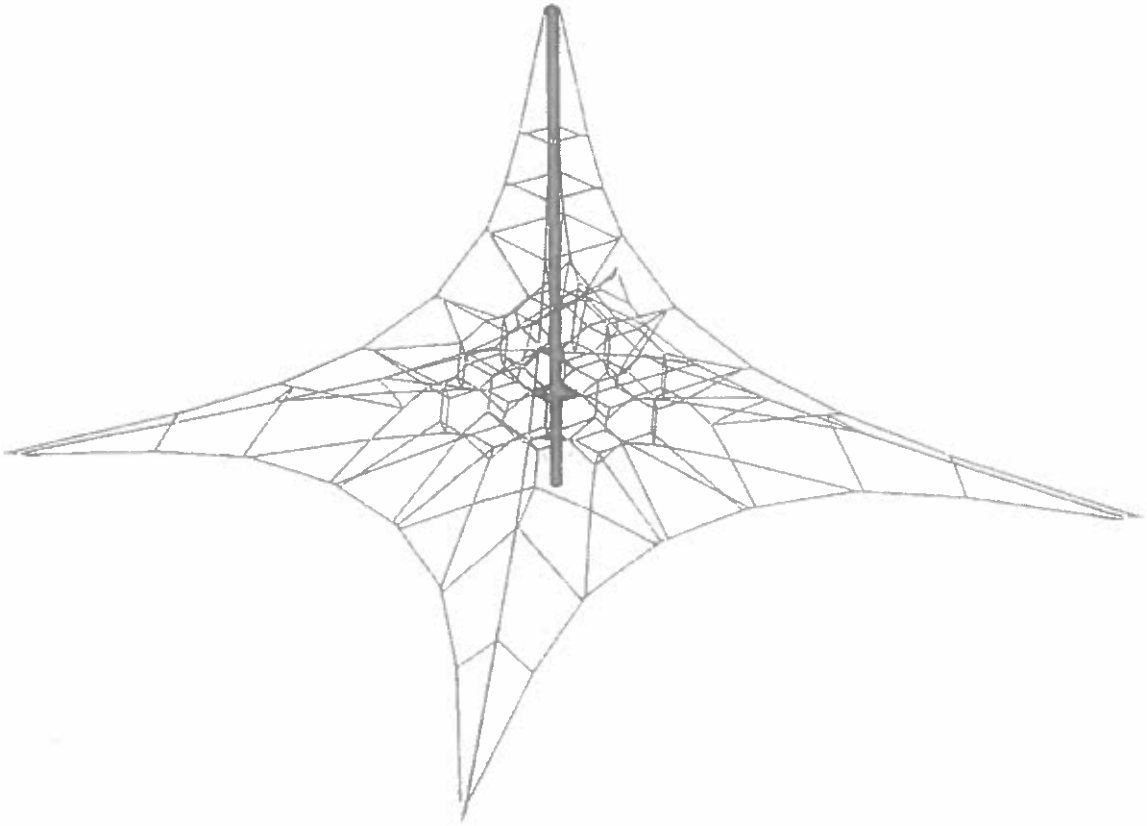
Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

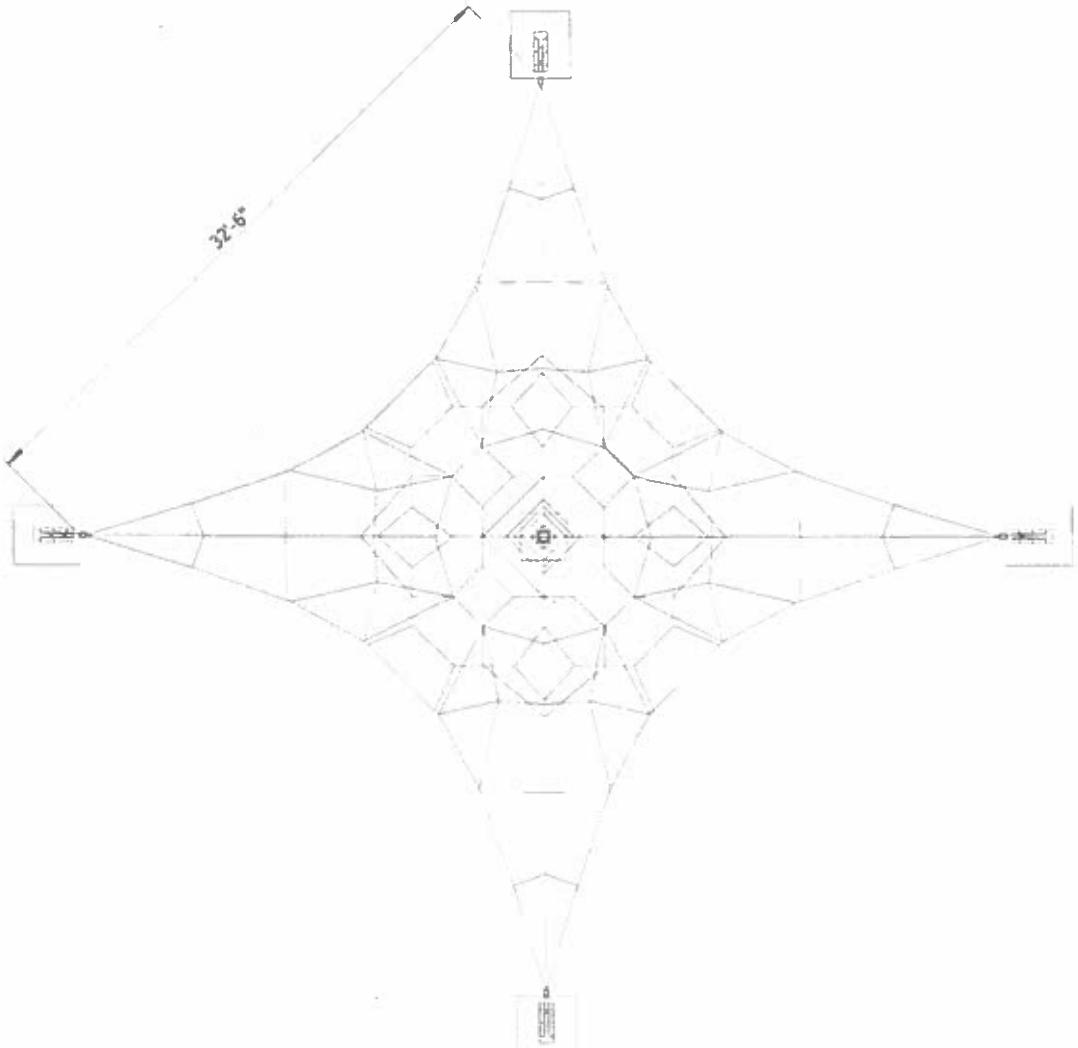
Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254

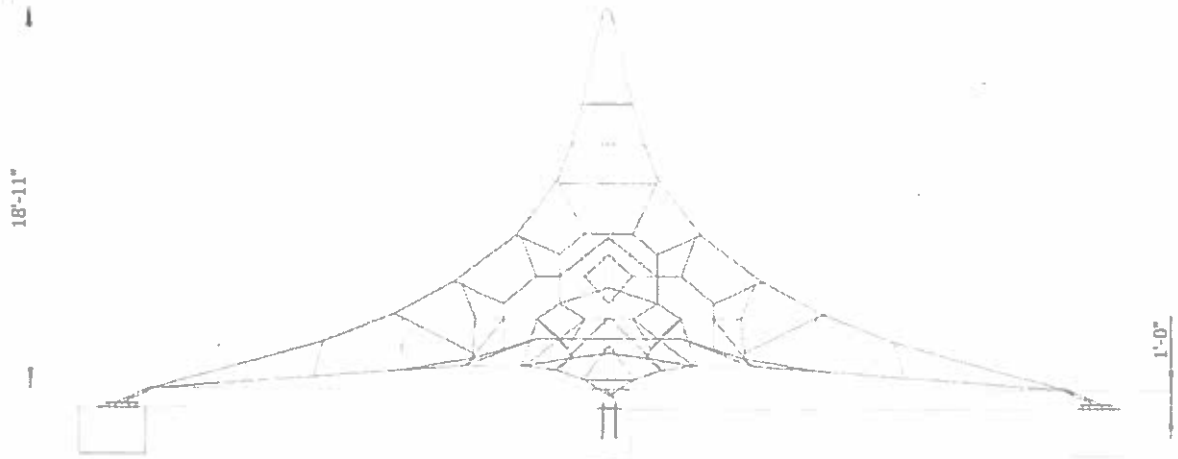


Superior RECREATIONAL PRODUCTS

Ascend

19' Ascend Tower Drawing



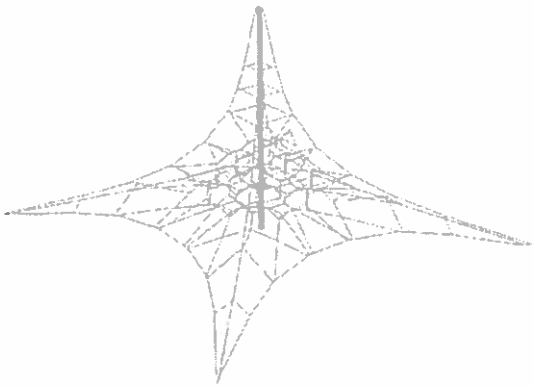


Superior RECREATIONAL PRODUCTS

Ascend ROPE CLIMBERS

Product Specification

Product Name:	***19' Ascend Tower***
Model Number:	***RC-102SR***
Size:	Length: 32' 6" Width: 32' 6" Height: 18' 11"
Fall Height:	7'
Foundations:	5
Concrete Volume:	3.9 cubic yards
COMPLIANT WITH:	ASTM F-1487 CSA Z614
Ages:	5-12 years
Use Zone:	Length: 44' 6" Width: 44' 6"



Technical Details:

Support Posts	This will be 5-1/2" (140mm) OD steel tubing, after fabrication shall be powder coated in accordance with the specifications herein.
Post Shields	Where required, these will completely surround the post to fill in openings in the net, preventing entrapments. Shields will be made of a textile-reinforced flexible rubber material and secured with hardware.
Climbing Nets	20mm diameter rope consists of 6 main strands, each strand containing 24 galvanized steel reinforcing strands within a polyamide sleeve, wrapped around a solid polyamide core for a total of 144 reinforcing strands. 22mm edge ropes will contain a solid core of wound steel cables in place of the polyamide core for a total of 168 steel reinforcing strands. Ropes shall achieve a Class 7-8 colorfastness rating.
Rope Ball Connectors and End Fittings	One-piece compressed aluminum ball connector or end fitting, compressed in place with 150,000 pounds source (667kN) to prevent the connection from moving and causing premature cable wear.
Flexible Surfaces	5/16"(8mm) thick textile-reinforced rubber belt.
Fasteners	All fasteners shall be stainless steel with locking patch or locking compound (by others).
Turnbuckles	These will be steel alloy that will withstand a maximum load of over 87,675 pounds force (390 kN) along the main axis.
Installation	Installation recommended by a licensed playground contractor, trained and certified on the applicable playground installation methods and standards, preferably certified by manufacturer or National Playground Contractors Association.

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

PO:

Date: 2/4/22

Recommended Vendor: Southern Recreation

Address:

City/State/Zip:

Quote Attached |Yes| |No|

Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects	
1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Joe Davis Park (2545 Larsen Rd., 32207)			$ -	$ -
Contractor to provide material / labor to: Labor, materials and installation of playground equipment.				
Superior Playground equipment: Arch swing, Net Climber, 2-12 Play structure, concrete curbing, sidewalk	1	ea	$102,846.00	$ 102,846.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ronique Gibson upon receipt of purchase order (904) 255-7923				
Total Amount of Order				**$ 102,846.00**
Ship to: N/A				

Requested By: Ronique Gibson

Requested For: Jill Enz

Approved: Daryl T. Joseph, Director

Date: 2/7/22

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Joe Davis Memorial Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Demo and Dispose of all play equipment and concrete ramp-Includes concrete pad outside of play area		3,000.00
1ea.		Site Prep for New Swing Area-Excavate 1,100 SF to a 12" depth-dispose of cut material off site		1,800.00
1ea.		136' LF of 8"x10" Concrete Curbing		2,900.00
1ea.		5'x18' Connecting Sidewalk		600.00
1ea.		3.5" Arch Swing- Two Sections to include two belt seats, one "See Me Swing" seat and one Inclusive swing seat		6,590.00
60ea.		Yards Playground Mulch		1,800.00
1ea.	RC-804SR	15' Peak Max Climber		25,900.00
1ea.	PS3-31908	2-12 Playstructure		32,190.00
2ea.		5'x8' Concrete Ramp into Play Area	700.00	1,400.00
80ea.		Yards Playground Mulch		2,400.00
1ea.		Engineering for Playstructure		900.00
1ea.		Engineering for Net Climber		900.00
1ea.		Permit Fee		1,200.00
1ea.		Discount		(3,234.00)

		All equipment quoted per terms of our St. Johns County Contract Agreement Bid No. 20-46 Park & Playground Equipment Master Contract #20-MCC-SOU-12304		

Subtotal	78,346.00
Tax Rate	.07
Tax	Exempt
Freight	6,500.00
Installation	18,000.00
Total Due	102,846.00

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

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Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-in- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
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Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-
Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing.SR WILL NOT INSTALL any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

Access/Utilities Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the

customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature Terry Rogers Terry Rogers, President

Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

PO:

Date: 2/4/22

Recommended Vendor: Southern Recreation

Address:

City/State/Zip:

Quote Attached |Yes| |No|

Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects	
1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Panama Park (6912 Buffalo Ave, 32208)			$ -	$ -
Contractor to provide material / labor to: Labor, materials and installation of playground equipment.				
Superior Playground equipment: Arch swing, Net Climber, 2-5 Play structure, concrete curbing, sidewalk	1	ea	$107,164.00	$ 107,164.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ronique Gibson upon receipt of purchase order (904) 255-7923				
Total Amount of Order				$ 107,164.00
Ship to: N/A				

Requested By: Ronique Gibson

Requested For: Jill Enz

Approved:

Daryl T. Joseph, Director

Date: 2/7/22

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Panama Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Demo and Dispose of all play equipment		4,000.00
1ea.		Site Prep for New Play Area-Excavate 3,800 SF to a 12" depth-dispose of cut material off site		3,800.00
1ea.		248' LF of 8"x10" Concrete Curbing		5,456.00
1ea.		5'x25' Connecting Concrete Sidewalk		750.00
1ea.		Concrete Ramp into play area		700.00
1ea.		3.5" Arch Swing- Three Sections to include two belt seats, one "See Me Swing" seat, one Inclusive swing seat and one Team Swing seat		13,650.00
1ea.	RC-804SR	15' Max Peak Climber		25,560.00
1ea.	PS3-25253	2-5 Playstructure		23,900.00
180ea.		Yards Playground Mulch		5,000.00
1ea.		Engineering for Net Climber		900.00
1ea.		Engineering for Playstructure		900.00
1ea.		Permit Fee		1,200.00
1ea.		Discount		(3,152.00)

		All equipment quoted per terms of our St. Johns County Contract Agreement Bid No. 20-46 Park & Playground Equipment Master Contract #20-MCC-SOU-12304		

Subtotal	82,664.00
Tax Rate	.07
Tax	Exempt
Freight	6,500.00
Installation	18,000.00
Total Due	107,164.00

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation. Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included unless specifically noted on the proposal.

Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-in- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-
·Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing. SR WILL NOT INSTALL any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

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Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

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Authorized signature Terry Rogers Terry Rogers, President

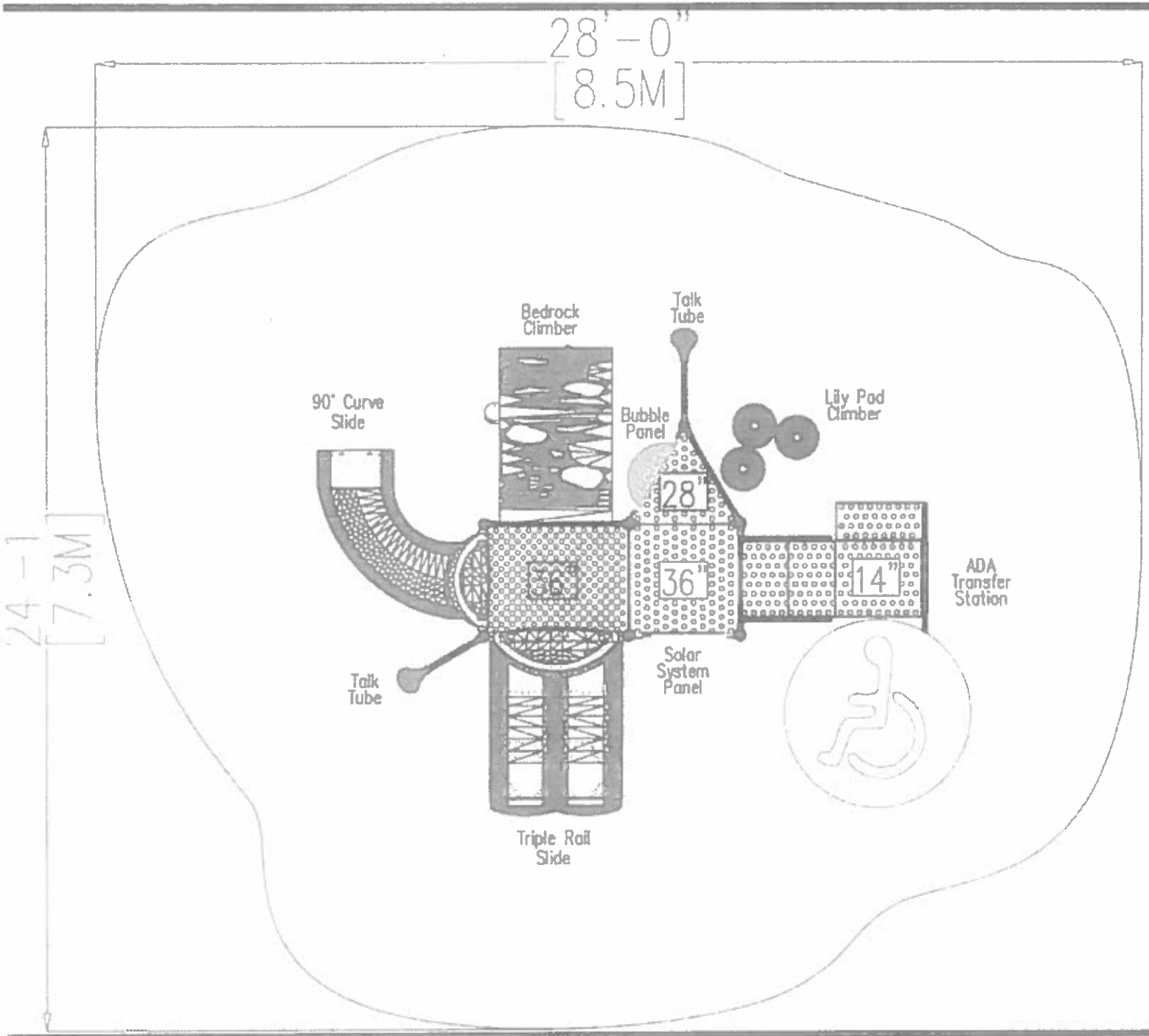
Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254



PLAY

Notes:

1. This play structure design will meet
Guidelines for Buildings and Facilities, ed
2000 as published by the Architectural a
Barriers Compliance Board with the exhib
ground level play components of 0
play and when installed over accessible s

2. This site plan should be checked agai
prior to the purchase or installation of a

3. The unit of measure located in the ce
indicates the height above the protective
protective surfacing for this design meet
height of at least 3 ft.

4. The structure size for this unit is
protective surfacing for an overall use a
The approximate surface area is 53
by ASTM F 1487-07 guidelines.

5. The structure is designed to accommo
2-5 years of age.

6. Supervise Children as they play.

7. To Ensure that accurate measurements
site plan, print copies on 11 x 17 paper

8. The contractor responsibility is to che
and drainage within the site. The site m
underground utilities prior to excavation.

9. Completely read your installation man
construction.

10. This design configuration is the prop
Playland Inc. and may not be reproduced
without the expressed written consent of

11. Perimeter Requires 22 Lineal Fe

PS3-25253	Date: 4/15/09	Drawn By: Elaine Thornton	Sheet: 1 of 2	Scale: None

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

PO:

Date: 2/4/22

Recommended Vendor: Southern Recreation

Address:

City/State/Zip:

Quote Attached |Yes| |No|

Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects	
1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Robert F. Kennedy Park (1133 Ionia Street, 32206)			$ -	$ -
Contractor to provide material / labor to: Labor, materials and installation of playground equipment.				
Superior Playground equipment: Arch swing, Net Climber, 2-12 Play structure, concrete curbing	1	ea	$102,433.00	$ 102,433.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ronique Gibson upon receipt of purchase order (904) 255-7923				
Total Amount of Order				$ 102,433.00
Ship to: N/A				

Requested By: Ronique Gibson

Requested For: Jill Enz

Approved: Daryl T. Joseph, Director

Date: 2/7/22

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Kennedy Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Demo and Dispose of all existing play equipment		1,500.00
1ea.		Expand Large Play are to include excavate 1,500SF to a 12" depth-dispose of cut material off site		1,800.00
1ea.		125' LF of 8"x10" Concrete Curb		2,700.00
2ea.		5'x8' Concrete Ramps into play area's		1,400.00
1ea.		3.5" Arch Swing- Three Sections to include two belt seats, one "See Me Swing" seat, one Inclusive swing seat and one Team Swing seat		13,650.00
1ea.	RC-102SR	19' Net Climber		18,250.00
1ea.	PS3-71401	2-5 Playstructure		36,450.00
90ea.		Yards Playground Mulch		2,600.00
1ea.		Engineering for Net Climber		900.00
1ea.		Engineering for Playstructure		900.00
1ea.		Permit Fee		1,200.00
1ea.		Discount		(3,417.00)
		All equipment quoted per terms of our St. Johns County Contract Agreement Bid No. 20-46 Park & Playground Equipment Master Contract #20-MCC-SOU-12304		

Subtotal	77,933.00
Tax	Exempt
Freight	6,500.00
Installation	18,000.00
Total Due	102,433.00

Terms and Conditions and Required Signature on next page.

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Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

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Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing.SR WILL NOT INSTALL any equipment outside of these spacing guidelines

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Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature *Terry Rogers* Terry Rogers, President

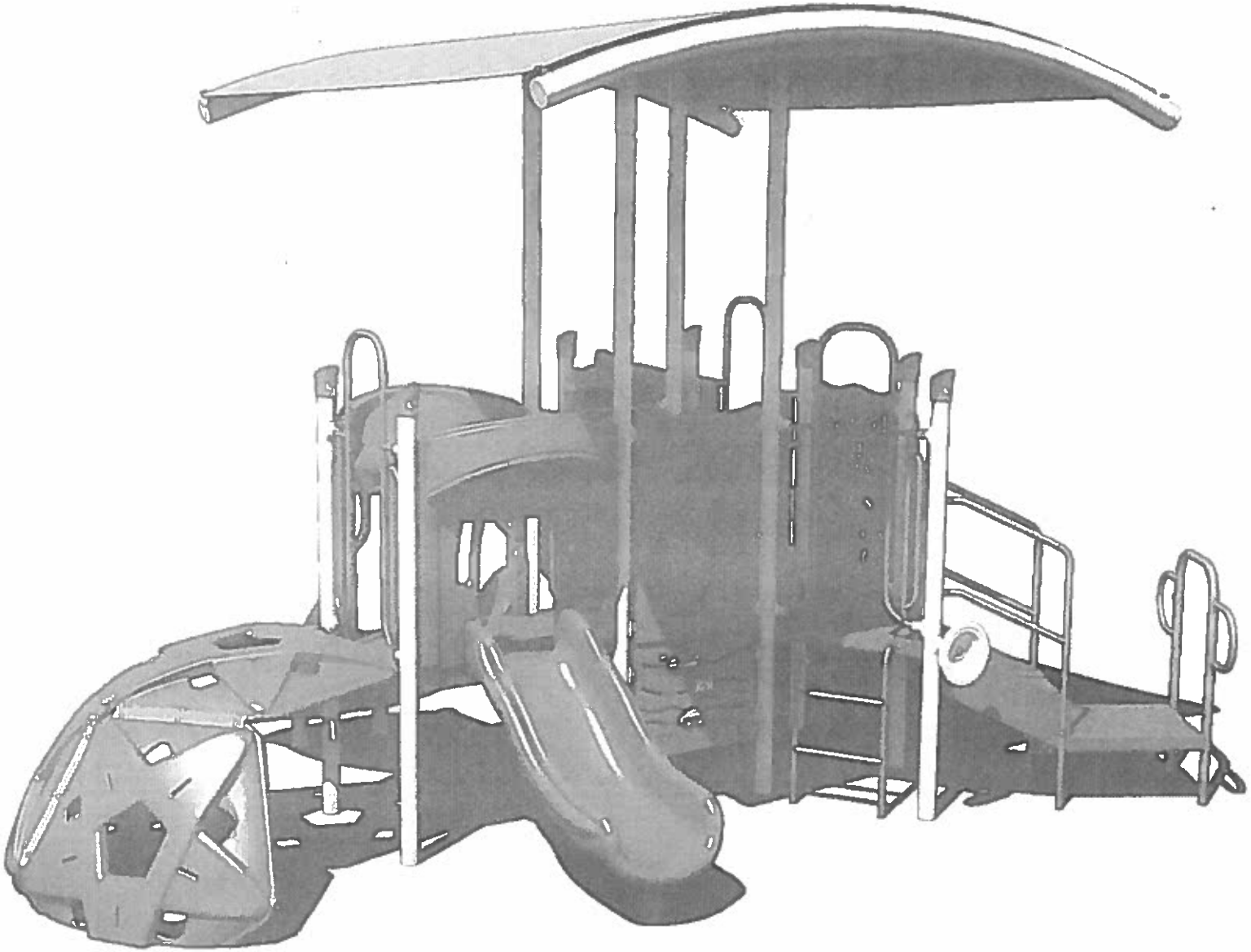
Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254



Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

PO:

Date: 2/4/22

Recommended Vendor: Southern Recreation

Address:

City/State/Zip:

Quote Attached |Yes| |No|

Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects	
1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Henry L. Brown Kooker (1400 East 20th Street, 32206)			$ -	$ -
Contractor to provide material / labor to: Labor, materials and installation of playground equipment.				
Superior Playground equipment: Arch swing, Net Climber, 2-12 Play structure, Active structure, concrete curbing, sidewalk	1	ea	$109,433.00	$ 109,433.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ronique Gibson upon receipt of purchase order (904) 255-7923				
Total Amount of Order				$ 109,433.00
Ship to: N/A				

Requested By: Ronique Gibson

Requested For: Jill Enz

Approved:

Date: 2/7/22

Daryl T. Joseph, Director

Proposed Date	JANUARY 5, 2022
Expiration Date	FEBRUARY 5, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Henry L. Brown Kooker Park
Jacksonville, FL

PROPOSED TO
Ronique Gibson 904-255-7923
City of Jacksonville
Parks and Historic Preservation Section.
214 North Hogan Street
Jacksonville, FL 32202
rgibson@coj.net

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		Demo and Dispose of all existing play equipment-includes swings		3,500.00
1ea.	4,500SF	Site Preparation to include: Demo and Dispose of shuffleboard court concrete and adjacent sidewalk. Excavate play area to a 12" depth-cut material to fill in old play area		4,500.00
1ea.		290' LF of 8"x10" Concrete Curbing		6,380.00
1ea.		5'x25' Connecting Sidewalk		750.00
1ea.		3.5" Arch Swing- Three Sections to include two belt seats, one "See Me Swing" seat, one inclusive swing seat and one Team Swing seat		13,650.00
1ea.	PS5-71365	Active Structure		31,295.00
1ea.	PS3-25253	2-5 Playstructure		23,900.00
1ea.		5'x8' Concrete Ramp into Play Area		700.00
180ea.		Yards Playground Mulch		5,000.00
1ea.		Engineering for 2-5 Playstructure		900.00
1ea.		Engineering for Active Structure		900.00
1ea.		Permit Fee		1,200.00
1ea.		Discount		(3,442.00)

		All equipment quoted per terms of our St. Johns County Contract Agreement Bid No. 20-46 Park & Playground Equipment Master Contract #20-MCC-SOU-12304		

Subtotal	89,233.00
Tax Rate	.07
Tax	Exempt
Freight	2,200.00
Installation	18,000.00
Total Due	109,433.00

Terms and Conditions and Required Signature on next page.

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customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature *Terry Rogers* Terry Rogers, President

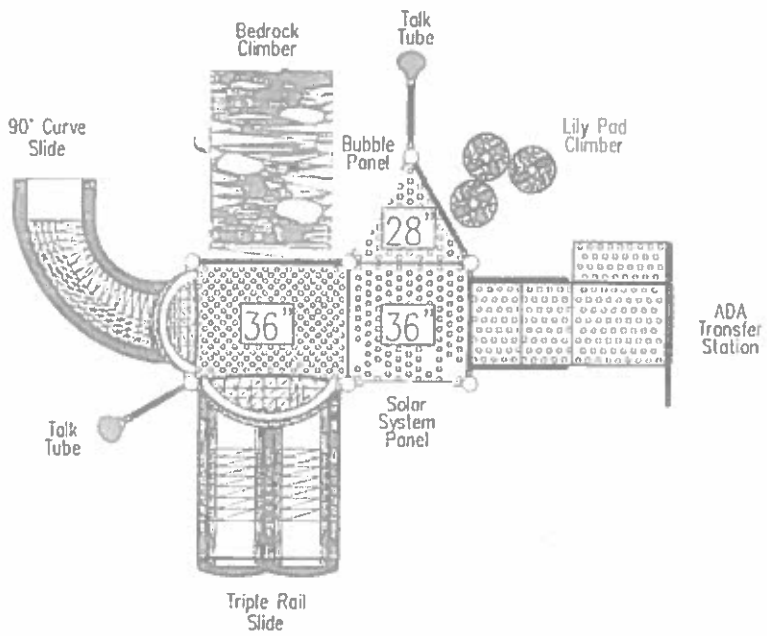
Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc. 4060 Edison Avenue, Jacksonville, Florida 32254



SUPERIOR RECREATIONAL PRODUCTS

Playland

Notes:

1. This play structure design will meet ADA Accessibility Guidelines for Buildings and Facilities, effective March 15, 2012 as published by the Architectural and Transportation Barriers Compliance Board with the addition of 0 ground level play components of 0 different types of play and when installed over accessible surfacing.

2. This site plan should be checked against the actual site area prior to the purchase or installation of equipment.

3. The unit of measure located in the center of the platform indicates the height above the protective surfacing level. The protective surfacing for this design must accommodate a fall height of at least 3 ft. unless otherwise noted.

4. The structure size for this unit is 17 x 13 requiring protective surfacing for an overall use zone of 29 x 25. The approximate surface area is 524 sq. ft. by ASTM F 1487-07 guidelines.

5. The structure is designed to accommodate 22 children from 2-5 years of age.

6. Supervise Children as they play.

7. To Ensure that accurate measurements are obtained from this site plan, print copies on 11 x 17 paper at full scale.

8. The customers responsibility is to check local soil conditions and drainage within the site. The site must also be surveyed for underground utilities prior to excavation.

9. Completely read your installation manual prior to beginning construction.

10. This design configuration is the property of this firm and Playland Inc. and may not be reproduced or used in any manner without the expressed written consent of this firm and Playland.

11. Perimeter Requires 22 Land Scape Timbers long.

Structure #:	Date:	Drawn By:	Sheet:	Scale:
PS3-25253	11-15-16	P Lee	1 of 2	None

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/8/2022

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.

APPROVED
By Itzel Ehrman at 9:06 am, Feb 18, 2022

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
All Lines Insurance Agency, Inc.
4828 Blanding Blvd Suite 1
Jacksonville FL 32210-7390

CONTACT NAME: Peggy Logan
PHONE (A/C, No, Ext): 904-384-0783 FAX (A/C, No): 904-384-0550
E-MAIL ADDRESS: mlogan@all-lines.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance Company	12203
INSURER B : Wesco Insurance Company	25011
INSURER C : Zurich Inc	40142
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Recreation, Inc.
4060 Edison Avenue
Jacksonville FL 32254-4108

SOUTREC-01

COVERAGES

CERTIFICATE NUMBER: 1079624681

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	00005917-17	8/27/2021	8/27/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			00041066-13	8/27/2021	8/27/2022	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WWC3563639	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Installation Floater			BR73956402	1/12/2022	1/12/2023	Total Project Value Deductible Wind Deductible	205,860 1,000 1%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ref: Panama Park, Joe Davis, Kennedy and Henry Brown Kooker Parks., City of Jacksonville, its members, officials, officers, employees and agents are additional insured with regards to General Liability. Coverages are Primary Non-Contributory A waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applies to the General Liability and Workers Compensation. All per attached applicable endorsements 30 Day notice of cancellation to the City of Jacksonville applies on General Liability and Workers Compensation

CERTIFICATE HOLDER

City of Jacksonville
117 W Duval St., Suite 335
Jacksonville FL 32202

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
Omar S. Farhat

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/16/2022

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.

APPROVED
By Itzel Ehrman at 9:06 am, Feb 18, 2022

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

PRODUCER		CONTACT NAME: Rubi Morquecho
StateFarm	Ron Kutruff State Farm 1822 University Blvd S Jacksonville FL 32216	PHONE (A/C, No, Ext): 904-724-5401 FAX (A/C, No): 904-245-1132 E-MAIL ADDRESS: Rubi.D.Morquecho.Hernandez.VAAPIE@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Recreation
4060 Edison Avenue
Jacksonville FL 32254

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
	OTHER:						A Building	$
	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	E20423B1159	02/11/2022	08/11/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	ENOL			1520409B0259	02/02/2022	08/02/2022		1,000,000

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

REF: Panama Park, Joe Davis, Kennedy and Henry Brown Kooker

City of Jacksonville, its members, officials,officers,employees and agents are added as additional insured on a primary and non-contributory basis. Waiver of Subrogation in favor of the City of Jakcsonville ,its members,official,officers.employees and agents apply. 30 Day notice of cancellation to the City of Jacksonville apply.

CERTIFICATE HOLDER

City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/1/2022	Policy No.	WWC3563639	Endorsement No.	0
Insured	Southern Recreation Inc			Premium $	10,157
Insurance Company	Wesco Insurance Company				

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL NOTICE OF CANCELLATION TO PARTIES OTHER THAN THE FIRST NAMED INSURED (Limited to email Notification)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event we decide to cancel this Policy prior to this Policy's expiration date for reasons other than non-payment of premium:

1. If the first Named Insured is under an existing written contractual obligation to notify the other party if this Policy is cancelled; and

2. If the first Named Insured, either directly or through its broker or agent of record has provided the email address to notify such other party;

we will provide notice of cancellation via email to such other party prior to this Policy's cancellation date.

Proof of emailing the other party with notice of this Policy being cancelled is sufficient proof of notice.

This endorsement does not apply when there are instructions to cancel the policy by a premium finance company, which is a cancellation by the insured.

This endorsement does not affect, in any way, coverage under this Policy or the cancellation of this Policy or the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or agreement	All covered projects of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or agreement	All covered projects of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Where required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **$10,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CONTRACT AGREEMENT
Bid No.: 20-46: Park & Playground Equipment
Master Contract #: 20-MCC-SOU-12304

This Contract Agreement, ("Agreement") is made as of this 27th day of July, 2020, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Southern Recreation, Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 4060 Edison Ave., Jacksonville, FL 32254; Phone: (904) 387-4390; and Email: terry@southernrecreation.com.

In consideration of the mutual promises contained herein, the County and Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the Effective Date shall be in effect for a period of three (3) calendar years, and may be extended, in one (1) year renewal periods for a maximum of two (2) one (1) year extensions, as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 32;
- Appendix A – FEMA Required Contract Clauses
- Appendix B – CDBG-DR Required Contract Clauses
- St. Johns County Bid No.: 20-46 (Exhibit A);
- Contractor Cost Proposal (Exhibit B);
- DBRA Wage Determination (Exhibit C)
- Any Certificate of Insurance required pursuant to Article 15 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide park and playground equipment, playground surfacing, water stations, splash pads, park water features, park furniture (i.e. seating, benches, picnic tables, bleachers, trash receptacles. etc.) scoreboards, sports equipment including but not limited to tennis nets, basketball goals, any and all sports nets, car stops, bicycle racks, bicycle repair and pump stations as ordered by St. Johns County. Delivery, off-loading, and installation services shall also be provided as ordered by St. Johns County, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No. 20-46 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Parks and Recreation Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

The County shall compensate the Contractor based on equipment Unit Prices as stated in the selected vendor's catalog for

Park & Playground Equipment, per project site, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed one hundred fifty thousand dollars ($150,000.00) stated above without the County's express written approval, and amendment to this Agreement.

The maximum project costs eligible to be authorized by Purchase Order under the awarded Contract is $100,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Purchase Order being issued.

It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
3. The reimbursable expenses, if any, have been reasonably incurred; and
4. The amount requested is currently due and owing.

Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Parks & Recreation Department
Attn: Jamie Baccari, Community Program Manager
2175 Mizell Road
St. Augustine, FL 32080

FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no

obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.

This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any sub-contractor, or to reject the selection of a particular sub-contractor, and to inspect all facilities of any sub-contractors in order to make a determination as to the capability of the sub-contractors to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-contractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-contractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of any and all personnel hired to perform work under this Agreement. Additionally, the Contractor shall explicitly require any and all sub-contractors and sub-contractors to utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel hired to perform work under this Agreement.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain throughout the duration of this Agreement, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's sub-contractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its sub-contractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or

all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS
The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP
The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES
Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS
The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION
The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT
The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS
If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS
Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE
The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY
If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS
No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE
This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION
The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES
All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Southern Recreation, Inc.
Attn: Terry Rogers
4060 Edison Ave.
Jacksonville, FL 32254

ARTICLE 36 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 –PUBLIC RECORDS

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE
Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 41 – OSHA REQUIREMENTS
The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

ARTICLE 42 – COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT
Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

ARTICLE 43 – TRAINING AND EDUCATION
Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:
1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

ARTICLE 44 – FIRE EXTINGUISHERS (FOR FIRE EXTINGUISHER SERVICES)
Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

ARTICLE 45 – TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.
The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

ARTICLE 46 – TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)
The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC)

and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

Bid No. 20-46; Park and Playground Equipment
Master Contract #: 20-MCC-SOU-12304

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
Full Legal Name

By: _____
Signature County Representative

Leigh A. Daniels, CPPB
Printed Name – County Representative

Assistant Purchasing Manager
Printed Title – County Representative

7/27/20
Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

_____
Deputy Clerk

7/27/2020
Date of Execution

LEGALLY SUFFICIENT

_____
County Attorney

7/31/20
Date of Execution

CONTRACTOR:

Southern Recreation, Inc.
Full Legal Company Name

By: _____
Signature of Contractor Representative

TERRY ROGERS, PRESIDENT
Printed Name & Title

7/23/20
Date of Execution

ST JOHNS COUNTY
JUL 27 '20
PURCHASING

APPENDIX A

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. **Equal Employment Opportunity.**

   If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

   g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. **Compliance with the Copeland "Anti-Kickback" Act.**

   a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. **Contract Work Hours and Safety Standards Act.**

   a. This section applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

   b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

   c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

   d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of

$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

4. **Compliance with Clean Air Act.**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. **Compliance with Federal Water Pollution Control Act.**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. **Debarment and Suspension.**

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

8. **Procurement of Recovered Materials.**

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

9. **DHS Seal, Logo, and Flags.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. **No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. **Fraud and False or Fraudulent or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

APPENDIX B

CDBG-DR REQUIRED CONTRACT CLAUSES

1. **Equal Employment Opportunity**

   a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

   b. If this contract is in excess of $10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

      i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

      ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

      iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

      iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

      v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

      vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

      vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. **Davis Bacon Act.**

   a. This section applies to all construction contracts in excess of $2,000.

   b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

   c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. **Copeland Anti-Kickback Act.**

   a. This section applies to all contracts and subcontracts in excess of $2,000 for construction or repair.

   b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

   c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act.**

   a. This section applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

   b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. **Compliance With Clean Air Act.**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. **Compliance with Federal Water Pollution Control Act.**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. **Debarment and Suspension.**

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

9. **Procurement of Recovered Materials.**

   a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

      i. Competitively within a timeframe providing for compliance with the contract performance schedule;

      ii. Meeting contract performance requirements; or

      iii. At a reasonable price.

   b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds $10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is $10,000 or more.

10. **Section 3 Clause.**

   a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

   b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

   c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

   d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

   e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

   f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply will all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

a. The Housing and Community Development Act of 1974, as amended;

b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;

c. Section 18 of the Small Business Act (14A U.S.C. § 647). as amended;

d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;

e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;

f. Public Law 114-223: Continuing Appropriations Act, 2017;

g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;

h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;

i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and

j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Requisition PRNM-500761-22

Requisitioning BU	PRNM: Natural and Marine Resources	**Requisition Amount**	834,834 USD
Entered By	Amy Honey	**Justification**	
Status	Approved	**Funds Status**	Reserved
Description	Piggyback St Johns County, FL 20-MCC-SOU-12304 for Various Parks.: Argyle Forrest, Adolph Wurn, Ortega Hills, Riverview Park, Joe Davis Park, Panama Park, Robert F. Kennedy Park, Henry L. Brown Kooker		
Emergency Requisition	No		

Attachments

Title	File Name or URL	Description
APPROVED COI-Southern Recreati	APPROVED COI-Southern Recreation Inc.- Panama Park Joe Davis Kennedy and Henry Brown Kooker Park-Piggyback St John County BID 20-46.pdf	
_Current St. Johns County Rene	_Current St. Johns County Renewal.pdf	
St. Johns County Contract-Corr	St. Johns County Contract-Correct Copy.pdf	
PIGGYBACK ST JOHN COUNTY-VARIO	PIGGYBACK ST JOHN COUNTY-VARIOS PARKS-ADOLPH WURN.pdf	

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Piggyback St Johns County, FL 20-MCC-SOU-12304 for Various Parks.: Argyle Forrest, Adolph Wurn, Ortega Hills, Riverview Park, Joe Davis Park, Panama Park, Robert F. Kennedy Park, Henry L. Brown Kooker	650.18 Combination Sets, Playground			USD	834,834	Approved	Reserved

Requester	Amy Honey	**Supplier**	Southern Recreation, Inc.
Urgent	No	**Supplier Site**	Order/Remit
Requested Delivery Date	3/10/22	**Supplier Contact**	Sue Box
Deliver-to Location	Ed Ball 4th Floor Charge	**Contact Phone**	
Deliver-to Address	214 North Hogan Street, 4th Floor, Jacksonville, FL 32202, Duval, United States	**Charge Account**	32111.167101.565051.010422.00000000.00000.0000000
Note to Buyer			

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.