

CONTRACT NO. 2020-06

SUPPLY AND INSTALL PLAYGROUND EQUIPMENT, SHADE COVER, AND FALL ZONE MATERIAL AT BUTLER PARK

This Contract to Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park (the "Contract") is made and entered by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and ADVANCED RECREATIONAL CONCEPTS, LLC, a Florida Limited Liability Company registered to conduct business in the State of Florida, with a local business address of 3125 Skyway Circle, Melbourne, FL 32934, hereinafter referred to as the "Contractor."

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONTRACTOR'S SERVICES

- A. Contractor agrees to diligently and timely provide all materials, equipment, consumables, services, and labor for the supply and installation of playground equipment, shade cover, and fall zone material at Butler Park in accordance with the terms of this Contract, the scope of services and technical specifications as identified in Request For Proposal No. 2020-06 ("RFP"), and Contractor's proposal submitted August 19, 2019. The overall Scope of Services is described with detailed tasks in Exhibit "A," which is attached hereto and incorporated as if set forth fully herein.
- B. This Contract becomes effective on the date the last party signs it (the "Effective Date"), and shall terminate upon the completion of the work or as otherwise detailed herein. Following the Effective Date of this Contract, and upon the Contractor's receipt of a written Notice to Proceed from the City's Administrative Agent, the Contractor must commence the work and will continue the work through the completion of the project. All work performed pursuant to this Contract must be complete no later than **ninety (90) calendar days** from the Contractor's receipt of the Notice to Proceed.
- C. This Contract is non-exclusive, and the City may enter into separate contracts for the same tasks or work to be completed pursuant to this Contract, or use such other methods as in City's sole discretion are required for the completion of the work.

2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICE

- A. The maximum total compensation payable to the Contractor for the work performed under this Contract will not exceed **One Hundred Ninety-Nine Thousand Eight Hundred Fifty-Four dollars and Seventeen cents. (\$199,854.17)**. This total compensation amount includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the goods and services as outlined in this Contract. The Scope of Services (Exhibit "A"), Price Schedule (Exhibit "B"), Project Schedule (Exhibit "C"), and project Plans/Drawings (Exhibit "D"), are attached hereto and incorporated as if set forth fully herein.
- B. The parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. The City agrees to exercise all lawful and available authority to satisfy any financial obligations of the City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year

basis, the City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of the City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

3. METHOD OF PAYMENT

- A. The City shall pay Contractor through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq.*, upon receipt of Contractor's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Contractor shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
- B. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
- C. Contractor's invoices shall be in a form satisfactory to the City's Finance Department.

4. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE CONTRACT. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS CONTRACT.
- C. THIS CONTRACT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE

REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

- D. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.
- E. FURTHER, THE CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

5. CONTRACTOR'S INSURANCE

- A. Before performing any work under this Contract, Contractor must procure and maintain during the life of this Contract, the insurance listed below unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the prior written specific approval of the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract by amendment to this Contract.
 - i. **Workers' Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease. A Workers' Compensation Exemption (notarized affidavit) will be accepted by the City if Contractor qualifies for such exemption.
 - ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
 - iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.
- B. General requirements:
 - i. The City of North Port, Florida must be named as additional insured on the Comprehensive Commercial General Liability Policy and the Automobile Policy; certification of same is required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities in furtherance of this Contract.
 - ii. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions), or any loss or portion of any loss that is not covered by any available insurance policy identified above.
 - iii. All insurance policies must be issued by companies of recognized responsibility licensed to do business in the State of Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

- C. Waiver of Subrogation: All required insurance policies, with the exception of Workers' Compensation and Professional Liability, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any sub-contractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.
- D. Policy Form:
- i. The insurance policies required by this Contract, with the exception of Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract.
 - ii. The insurance policies required by this Contract must be provided by or on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
 - iii. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
 - iv. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
 - v. **The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.**
 - vi. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy, whether or not the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
 - vii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period

on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- viii. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance policy when applicable. All insurance certificates must be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- ix. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.
- x. The Certificate of Insurance must include the following statements:

In the "Description of Operations/Special Provisions" section: "The City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability."

In the "Certificate Holder" section: "City of North Port, 4970 City Hall Boulevard, North Port, FL 34286"

6. RESPONSIBILITY OF THE CONTRACTOR

- A. Contractor acknowledges that it is familiar with the Scope of Services and Technical Specifications identified in RFP 2020-06 and that it will perform the services as required.
- B. If Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Contractor will supervise and direct all work performed pursuant to this Contract to the best of its ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person is employed.
- D. The Contractor assumes full responsibility for any and all acts, negligence, or omissions of its employees, for those sub-contractors and their employees, and for those of all other persons doing work under a contract with Contractor in furtherance of this Contract. All contracts between the Contractor and any such sub-contractor as the Contractor shall hire, must conform to the provisions of this Contract and bid documents and must incorporate in them the relevant portions of this Contract.
- E. Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Contractor), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Contract.
- F. Contractor will perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent firms in effect at the time Contractor's services are rendered. Contractor

covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Contract. Contractor agrees to incorporate the provisions of this paragraph in any sub-contract into which it might enter with reference to the work performed.

- G. Contractor will comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof.
- H. **Non-Discrimination:** The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Contractor will not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- I. Contractor will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at Contractor's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion or termination of this Contract.
- J. Incorporation of Request for Proposal No. 2020-06 Documents: The RFP, and its related specifications, attachments, and addenda, and the Contractor's response to the RFP, are specifically made a part of this Contract and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:
 - i. This Contract (Contract No. 2020-06) approved by the City Commission and any attachments.
 - ii. RFP No. 2020-06, including any and all attachments and addenda.
 - iii. The Contractor's response to RFP No. 2020-06.
 - iv. Specific direction from the City Manager.

7. FURNISHING OF LABOR AND MATERIALS

- A. The Contractor must provide and pay for all labor, materials, consumables, and equipment, including tools, construction equipment and machinery, all transportation, and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions contained herein, and with the RFP, including the plans and specifications, addendums, and with the proposal submitted by the Contractor and on file with the City.
- B. The Contractor represents and warrants to the City that all equipment and materials used in the work done pursuant to this Contract, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in this Contract and the Proposal documents, will be of good quality, free of defects, and in conformity with this Contract and the Proposal documents. It is understood between the parties that all equipment and materials not in conformity are defective.

8. OBLIGATIONS OF CITY

- A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including but not limited to the review of Contractor's requests for payment and the periodic review of Contractor's work performed in furtherance of this Contract.
- B. The City is not obligated to provide any assistance or services to the Contractor in connection with any claim brought on behalf of or against the Contractor related to the actions taken or not taken by the Contractor pursuant to this Contract.

9. PUBLIC RECORDS LAW

In accordance with Florida Statutes Section 119.0701, Contractor shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
 - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - ii. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/sub-contractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
- B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if the Contractor does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Contract, transfer to the City, at no cost, all public records in Contractor's possession, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL publicrecordsrequest@cityofnorthport.com.

- F. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

10. OWNERSHIP AND USE OF DOCUMENTS

- A. All documents or reproducible copies developed by the Contractor in connection with its services under this Contract, including but not limited to all reports, designs, specifications, and data, must be delivered to and will become the property of the City when Contractor has been compensated for them as set forth herein. Contractor may keep copies of all work products for its records. Contractor hereby assigns all its copyright and other proprietary interests in the products of this Contract to the City. Specific written authority is required from the City's Administrative Agent for Contractor to use any of the work products of this Contract on any non-City project.
- B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

11. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

- A. The timely performance and completion of the required services under this Contract are vitally important to the interests of the City. Contractor must assign a Project Manager, together with other personnel as are necessary, to assure the faithful prosecution and timely delivery of goods and services pursuant to the requirements of this Contract. The Contractor's personnel assigned to perform the services of this Contract must comply with the Technical Specifications and Scope of Services outlined in the RFP and the proposal submitted by the Contractor, which are on file with the City. The Contractor must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution become effective.
- B. The services to be rendered by Contractor must commence within one (1) calendar week of Contractor's receipt of a written Notice to Proceed from the City.
- C. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract will be completed within the time limits as set forth therein, subject only to delays caused through no fault of Contractor or the City. Time is of the essence in the performance of this Contract.
- D. The Contractor will provide the City's Administrative Agent with monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format of the progress reports. Upon the City's request, Contractor will advise the City in writing as to the status of work to be performed by the Contractor.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Contractor which delay the Project Schedule

completion date, the City will not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

12. TERMINATION

- A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Contract may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date as specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.

- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract, or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract does not constitute an indebtedness of City nor an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

- C. ABANDONMENT: In the event that Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to Contractor indicating its intention to do so. The written notice must state the evidence indicating Contractor's abandonment.

- D. Contractor may terminate this Contract only in the event of the City failing to pay Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

- E. The City Manager or designee reserves the right to terminate and cancel this Contract in the event Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Contractor, or an assignment is made for the benefit of creditors.

- F. **BREACH:** In the event Contractor breaches this Contract, the City must provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee can immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and if necessary may demand the return of a portion or the entire amount previously paid to Contractor due to:
- i. The quality of a portion or all of Contractor's work not being in accordance with the requirements of this Contract;
 - ii. The quantity of Contractor's work not being as represented in Contractor's Payment Request, or otherwise;
 - iii. Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - iv. Contractor's failure to use Contract funds, previously paid Contractor by the City, to pay Contractor's Project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - v. Claims made, or likely to be made, against the City or its property;
 - vi. Loss caused by Contractor;
 - vii. Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above; or
 - viii. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.
- G. In the event that the City makes written demand upon Contractor for amounts previously paid by the City as contemplated in this section, Contractor must promptly comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

13. INDEPENDENT CONTRACTOR

Contractor is and shall be, in the performance of all work, services, and activities under this Contract, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract are at all times and in all places subject to Contractor's sole direction, supervision, and control. Contractor will exercise control over the means and manner in which it and its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to the City is that of an independent contractor and not as employees or agents of the City. Contractor does not have the power or authority to bind the City in any promise, contract, or representation other than as specifically provided for in this Contract. Contractor must not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

14. ENTIRE AGREEMENT

This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

15. AMENDMENT

No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to the Contractor. Only the City Commission can approve increases in compensation under this Contract. In the event the Contractor begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City Manager or designee, the Contractor does so at its own expense and risk as unauthorized work shall not be paid for by the City.

16. EQUAL EMPLOYMENT OPPORTUNITY

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

17. ASSIGNMENT

Contractor must not assign any interest in this Contract and must not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

18. WAIVER

No delay or failure to enforce any breach of this Contract by either City or Contractor is binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach will not operate or be construed to operate as a waiver of any subsequent default or breach.

19. GOVERNING LAW, VENUE, AND SEVERABILITY

The rights, obligations, and remedies of the parties under this Contract are governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. The invalidity, illegality, or unenforceability of any provision of this Contract will in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision will be deemed severed from the Contract and the balance of the Contract will be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

20. AUTHORITY TO EXECUTE

The signature by any person to this Contract will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

21. BINDING EFFECT/COUNTERPARTS

By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

22. NO HIRE

Contractor must not hire any City employee associated with this project throughout the duration of the Contract and for a period of one (1) year after completion.

23. NOTICES

Any notice, invoice, report, demand, or type of documentation required hereunder must be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

As to CITY: Assistant Director of Parks & Recreation
City of North Parks & Recreation Department
6207 W. Price Blvd.
North Port, Florida 34291
Tel: (941) 429-3570
Attn: Tricia Wisner

**With copies
of Notices to:** City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
Tel: (941) 429-7260
Email: northportcityattorney@cityofnorthport.com

As to CONTRACTOR: Advanced Recreational Concepts, LLC
Matt Gagnon – Project Manager/Recreational Consultant
3125 Skyway Circle, Melbourne, FL 32934-7334
Tel: (321) 775-0605
Cell: (352) 835-9008
Email: MGagnon@arcflorida.com

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

24. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

25. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceedings (at both trial and appellate levels).

26. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - i. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - ii. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
 - iii. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
 - i. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract
 - ii. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - iii. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

27. LICENSES AND PERMITS/LAWS AND REGULATIONS

The Contractor must pay all taxes required by law in connection with the activity performed under this Contract, including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, must secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. The Contractor must

comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the Contractor must notify the City promptly on the discovery of such variance. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising there from.

28. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds must be furnished to the City in the amount of 100% of the total Contract Price by the Contractor.

- A. Performance and payment bonds in the form of cash, certified check, or cashier check will be accepted and held by the City in an interest-bearing account. Interest earned will be retained by the City. Personal or company checks will not be accepted. Performance and payment bonds written by a Surety firm satisfactory to the City and which comply with Florida Statutes Section 255.05(1) are required of the Contractor to guarantee that it will deliver a complete project under the Contract and in strict accordance with the Contract Documents and that it will pay promptly all persons supplying labor or materials for the work.
- B. The Contractor must provide the required performance and payment bond or other acceptable security to the City within **ten (10)** business days of being awarded the proposal. Failure by the Contractor to provide the bond within **ten (10)** business days will be considered a default under Section 2-404 of the Code of City of North Port, Florida. Upon such default, the City may immediately award the proposal to the next highest ranked proposer and recover from the original successful proposer the difference in cost between the original winning proposal and the next highest ranked proposal. Such default is only curable at the option of the City.
- C. The Contractor is responsible and bears all costs associated with recording the Performance and Payment Bond with the Sarasota County Clerk's Office. The Contractor must furnish the receipt of said recording and certified copy of the bond to the Purchasing Division at the time of the pre-construction meeting. Such default is only curable at the option of the City.
- D. BOND REQUIREMENTS: A bond will be accepted only if it meets the requirements set forth below at all times the bond is in effect:
 - i. If the bonding entity is a State of Florida entity, it must provide evidence of the following:
 - a. The entity maintains a rating of A- or better with A.M. Best;
 - b. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - c. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.
 - ii. If the bonding entity is an out-of-state or out-of-country entity, it must provide evidence of the following:
 - a. The entity maintains a State of Florida registered agent;

- b. The entity consents that the rights, obligations, and remedies of the parties under the Contract are governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of the Contract is in Sarasota County, Florida;
 - c. The entity maintains a rating of A- or better with A.M. Best;
 - d. The entity provides an audited financial statement or a statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - e. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.
- iii. If the bonding entity utilizes a co-surety, the co-surety must provide evidence of the following:
- a. The entity maintains a State of Florida registered agent;
 - b. The entity consents that the rights, obligations, and remedies of the parties under the Contract are governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of the Contract is in Sarasota County, Florida;
 - c. The entity maintains a rating of A- or better with A.M. Best;
 - d. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - e. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.
- E. Should the bonding company not meet any of the above-identified requirements, as applicable, at any time the bond is in effect, the Proposer is required to provide a substitute bond from an entity that does meet these requirements, within thirty (30) days of receipt of notice from the City.

29. WARRANTY/GUARANTEES

- A. **Covenant Against Gratuities.** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing this Contract or favorable treatment with respect to any determination concerning the performance of this Contract. In the event of the breach of this warranty, the City is entitled to pursue the same remedies against the Contractor as it could in the event of the Contractor's default, including but not limited to termination of the Contract.
- B. **Merchantability Warranty.** The goods or items furnished under this Contract must be of a merchantability quality. They must be suitable for the particular purpose as referenced in the Solicitation and supporting documents relating to the goods or items being purchased.
- C. **Specification Warranty.** The Contractor warrants that all services will be in full accordance with the specifications and requirements of the Solicitation document and this Contract.

- D. All warranties express and implied, are made available to the City for goods and services covered by this Contract and the RFP. All goods furnished are fully guaranteed by the Contractor against factory and workmanship defects. At no expense to the City, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The Contractor must provide a one (1) year warranty for parts and labor to each property owner for the work it performs.

- E. Upon completion of installation, the Contractor must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Contractor's responsibility to provide to the City the manufacturer's warranty of installed equipment.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, the parties have executed the Contract as of the date first written below.

ADVANCED RECREATIONAL CONCEPTS, LLC:

By: 
SIGNATURE

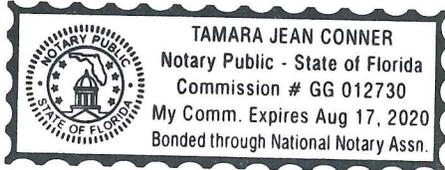
Paul Bickham / Manager
PRINT NAME AND TITLE

Date: 10.29.19

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 29 day of Oct, 2019, by Paul Bickham, who is personally known to me or who produced _____ as identification.



Tamara Conner
Notary Public

ATTEST

CITY OF NORTH PORT, FLORIDA

Heather Taylor, CMC, Interim City Clerk

By: _____
Peter D. Lear, CPA, CGMA, City Manager

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Amber L. Slayton, City Attorney

EXHIBIT A – SCOPE OF SERVICES

SCOPE OF PROJECT

The Contractor shall supply all labor, services, materials, equipment, transportation, and consumables to construct and assemble the commercial grade playground system, shade cover, and fall zone material as proposed by the Contractor pursuant to RFP 2020-06 and according to the requirements, and specifications contained herein.

The work shall include providing design of a minimum 5,000 square foot play area, all excavation, grading, curbing, installation of commercial grade playground equipment, equipment footings, drainage materials, landing mats, geotextile fabric, fall zone material, hardware, and all other materials, equipment structures, and components necessary to construct and assemble a turnkey playground as designed and submitted by the Contractor on August 19, 2019 pursuant to RFP 2020-06, and according to the design options finalized and mutually agreed to during the pre-award meeting held on October 3, 2019.

The Contractor shall design, supply and install a commercial grade playground system including fall zone material and a **stand-alone** shade cover that provides maximum shade coverage of **no less than fifty percent (50%) of the playground square footage** at Butler Park located at 6207 W. Price Boulevard North Port, FL 34291. All labor, materials, equipment, and consumables will be supplied, assembled and installed by the Contractor or their qualified Sub-Contractor(s).

The playground must meet or exceed all current federal CPSC, ASTM, IPEMA standards and ADA requirements. The Contractor shall submit to the City all detailed technical installation instructions, and maintenance & operations manuals from the manufacturer upon completion of the project.

The project site is an existing park with no grading or site preparation. There is an aquatic center and parking lot currently under construction adjacent to the project location. The grass and trees throughout the park are maintained on a regular basis. There are two (2) catch basins for drainage in the project area that are connected underground at approximately three feet (3') deep. The closest connection to water will be a hose bib at the Morgan Center or the Aquatic Center. An electrical line could be run from the Aquatic Center at the Contractor's cost.

The Contractor will complete and provide all documentation to apply and pay for the permit(s) required for this project.

The Contractor will be required to call for utility locates and may remove the existing palm tree(s) if needed. A permit is required for any tree removal.

The Contractor is responsible for all debris removal, proper disposal, and maintaining a clean and orderly project site at all times.

RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:

The existence and location of underground utilities are not guaranteed and shall be investigated and verified in the field by the Contractor before performing work. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation.

Areas adjacent to the playground equipment that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, pavement, utilities, structures, sprinkler systems, conduits, trees, and shrubs shall be the responsibility

Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park

of the Contractor, who shall provide adequate protection to maintain proper service. Restoration is meant to include grading and stabilizing the shoulders to match the new edge of pavement using materials consistent with what existed prior to construction. This shall be understood to include the use of sod to replace existing sod that has been damaged.

CLEANING UP:

The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

ACCIDENTS:

The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

DAMAGES:

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work and shall be adjusted by Contract.

CRANE USAGE:

The Contractor shall comply with and provide to the City all documentation required by applicable sections of the OSHA Construction Industry Cranes Standard, contained in Subpart CC, 1926.1400 through 1441 prior to mobilizing any cranes onto the Project site. Assembly, disassembly and operation of cranes on the Project site shall be completely described in Contractor's Crane Assembly, Disassembly and Operating Safety Procedures. Contractor shall furnish copies of current annual and monthly crane inspection reports to the City upon request for all cranes brought onto the Project site prior to their use. Daily inspection records shall be maintained for all cranes. Load test and certification records shall be supplied to the City upon request.

CONTRACTOR'S AFFIDAVIT:

When all work contemplated by this Contract have been completed, inspected, and approved by the City, or its duly authorized agent, the Contractor must furnish the City with a Contractor's Affidavit as required by the State of Florida Mechanic's Lien Law. Signed affidavits of payment must be provided by the Contractor and from all subcontractors hired by the Contractor. The affidavit(s) must state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against this Contract.

PROJECT SITE ACCESS AND DELIVERY OF MATERIALS:

The Contractor shall be, at its expense, responsible for the coordination, delivery, receipt, unloading, storage, and security of all materials, equipment, and consumables to be used for the duration of the project. The delivery and storage of all materials, equipment, and consumables will not impact the new Aquatic Center nor its adjoining parking lot. Delivery, storage, and project site access approach shall be finalized and mutually agreed to by and between the City and Contractor during the pre-construction meeting, and prior to the delivery of any materials or equipment.

DESIGN ELEMENT GUIDELINES & PLAYGROUND SPECIFICATIONS

The playground equipment must meet all accessibility and safety standards as well as the guidelines & specifications listed herein and in RFP 2020-06. The quality of equipment components, quality of design, play value, handicapped accessibility, inclusiveness, cost, and appropriateness to location and target demographic must be taken into consideration in the design, construction, and assembly of the playground.

Required Items:

1. All playground elements must meet and/or exceed all federal, state, local, CPSC, ASTM, ADA and IPEMA standards and guidelines.
2. Playground must provide maximum shade over the playground, including a large stand-alone shade structure that provides shade coverage of no less than fifty percent (50%) of the playground square footage.
3. Playground must include engineered wood fiber fall zone material and geotextile fabric installed at the minimum depth required by ASTM Section 8, Standard F1487-11 over the play area with a subsurface drainage system. The City prefers the Cypress style mulch. Drainage fabric and all concrete footings shall be installed per all federal, state, and local standards. The preferred site grade is 12" above grade with plastic border.
4. Engineered wood fiber fall zone material must be ADA compliant and a copy of the certification provided to the City of North Port.
5. Playground installation must include all plastic border material necessary to encompass the play area and contain the engineered wood fiber fall zone material. The plastic border should be fade resistant and highly durable.
6. Playground installation shall include all site preparation, including but not limited to; excavation, grading, drainage and curbing necessary.
7. Playground must include landing zones for all equipment as required by ASTM.
8. Within fifteen (15) business days after receipt of Notice to Proceed (NTP), Contractor must provide to the City two (2) printed sets of stamped Engineered drawings for the shade structure(s) and playground, a PDF file of the engineered drawings on a flash drive and complete all necessary permit application documentation and pay for the permits.
9. All equipment must be of a commercial grade and quality. No residential grade equipment will be accepted.
10. New sod, rock, or mulch of like kind must be installed for all disturbed areas to complete the project.
11. All the playground equipment must be able to sustain a wind rating of 150 mph and a 3 second gust of 160 mph. However, the shade cover(s) or sail are excluded from this wind rating.
12. The majority of the existing loop walking path will remain intact upon completion of the Aquatic Center parking lot. The City desires the playground access point to be facing the parking lot / community center and located nearest to the sidewalk as possible to maximize accessibility.

Items Mutually Agreed Upon During the Pre-Award Meeting on October 3, 2019:

1. The color of the shade shall be "True Blue".
2. The color of the posts/frame of the shade structure shall be "Iced Coffee".
3. The color of the wave panels under the tugboat shall be "Blue".
4. The color of all the main posts, swing set posts, and signage posts shall be "Blue".
5. The color of the swing seats shall be the colors as submitted by the Contractor pursuant to RFP 2020-06.
6. The benches and picnic table shall be the same colors. The colors shall be "Light Blue" for the frame and "Blue" for the seat(s)/backs.
7. The benches will be stationary, while the picnic table will be movable.
8. The benches shall be located in the mulch area, and in the shade as much as possible. One bench to be located by the boat, and one by the entry ramp. Final locations and placement of the the benches to be confirmed by City staff on-site during installation.
9. The Super Dome Glide shade removal system shall be used.

Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park

10. The entry ramp to the playground shall be on the side of the playground adjacent to the Aquatic Center parking lot.
11. The designs of the playground signs are included herein for reference. The final locations/placement of the signs shall be confirmed by City staff on-site during installation.
12. The overall grade of the playground area shall be two percent (2%) or less.
13. If trees have already been removed and/or grading has been completed by the City or other contractors currently working on the aquatic center, the Contractor will not charge the City for these services and will not include these items on the invoice submitted to the City for payment.
14. Playspace Services will be the only Subcontractor performing on-site services for this project.
15. Only this contract is to be signed, and only one purchase order will be issued upon award for billing purposes. A Notice to Proceed (NTP) shall be provided to the Contractor upon receipt of a properly completed Payment and Performance (P&P) bond during the pre-construction meeting.

Playground Feature Priorities:

1. The playground equipment shall have an apparent Aquatics theme to coordinate with the adjacent North Port Aquatic Center. The City is looking for design elements such as marine life, waves, and boats.
2. Approximately one-third of the space shall be designed for ages 2 to 5.
3. Approximately two-thirds of the space shall be designed for ages 5 to 12.
4. The playground structures may be connected with features such as bridges or monkey bars.
5. Provide a minimum of two swing sets which shall have minimum of 2 swings for toddlers, including at least one ADA compliant swing for toddlers.
6. Shade structure shall have quick release type design in case we have to remove it for repair or storms.
7. No wood play structures allowed. All equipment must be appropriate for regional weather conditions, including heat, rain, high humidity, and wind.
8. Spaces or equipment for 1 or 2 gathering areas for imaginative play.
9. One or more elements that facilitate discovery in the physical sciences such as sound mirrors, a working binocular/telescope, etc.
10. One basket type swing that would accommodate more than one child at a time.
11. The Contractor should enhance safety and crime prevention by incorporating Crime Prevention through Environmental Design, or similar, strategies.
12. Playground shall include some seating areas or benches for parents, guardians, and others to rest and monitor the children at play.

Preferred Playground Qualities:

1. All playground elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health, safety, and accessibility.
2. Structures shall provide a variety of built-in activity panels and climbers.
3. Design should minimize vandalism and maximize line of sight from afar for security considerations & greater visibility for parents to supervise.
4. Include age range signs for both play structures.
5. Encourage imaginative, cooperative, inclusive, active, and physical play.
6. Avoid the use of any design elements that may have sharp or pointed edges.

Please note, this project does not require the installation of electricity, lighting, security cameras or ADA sidewalks.

The play area must be a minimum of 5,000 square feet. The playground system shall safely fit in the area as shown on the site plans (Exhibit D).

ASSEMBLY/INSTALLATION AND INSPECTION

The playground assembly and installation will be provided and managed by the Contractor. The Contractor must supply direct supervision from manufacturer or supply qualified and certified representative familiar with playground installation. All tools, equipment, and consumables required to install the play equipment shall be provided by the Contractor. Notwithstanding any permitting requirements, the Contractor will supply and install a temporary security fence, a minimum of six (6) feet tall, around the construction site during the entire installation process. A representative of the Contractor is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspection with the Contractor's representative of assembly and installation work will be conducted by the City following installation. The City will supply the punch list for final completion generated by this co-inspection. The Contractor shall submit to the City in writing the manufacturer's certification of compliance and warranty following punch list completion.

WARRANTY:

All warranties express and implied, shall be made available to the City for goods and services covered by this Contract and RFP 2020-06. All goods furnished shall be fully guaranteed by the Contractor against factory and workmanship defects. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The Contractor shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs.

Upon completion of installation, the Contractor must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by the manufacturer. Additionally, it is the Contractor's responsibility to provide to the City the manufacturer's warranty of installed equipment upon completion of the project.

COMPLIANCE:

All equipment must meet and/or exceed all federal, state, local, CPSC, ASTM, ADA and IPEMA standards and guidelines. All equipment must comply with Americans with Disabilities Act (ADA). The design must incorporate either a transfer platform or ramp in each design when necessary.

COMPLETION OF THE PROJECT:

The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

- All punch list items have been addressed to the satisfaction of the City;
- All testing has been completed and results are satisfactory (including but not limited to Concrete, and Compaction Tests);
- Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable;
- All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements; and,
- All release of liens have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, EXHIBIT B TO FOLLOW.

EXHIBIT B – PRICE SCHEDULE

ITEM DESCRIPTION	TOTAL NOT TO EXCEED LUMP SUM PRICE:
Provide Design Option Details, and Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park as specified in RFP 2020-06, the proposal submitted by the Contractor, and according to the design options finalized and mutually agreed upon during the pre-award meeting held on October 3, 2019.	\$199,854.17

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL IS FOR SUPPLY, DELIVERY AND INSTALLATION				
PR-R5	Playcraft Systems PR - R5 Custom Play System - R506F819B	1		35,875.00	35,875.00
PR-R5	Playcraft Systems - R50880B5A Custom Play System	1		17,958.00	17,958.00
A2-2123-ADAX1	Playcraft Systems - Arch Swing (1INC)	1		2,120.00	2,120.00
A2-2123-PS-AB	Playcraft Systems - Arch Swing (Left, 1PS)	1		1,902.00	1,902.00
A2-2123-2B-AB	Playcraft Systems - Arch Swing (Left, 2B)	1		1,335.00	1,335.00
A2-2015	Playcraft Systems - Disc Swing	1		4,603.00	4,603.00
A2-1309-1	Playcraft Systems - 1309-1 Custom Printed Sign (Single)	1		1,052.00	1,052.00
A2-1309-1	Playcraft Systems - Safety Sign	1		1,052.00	1,052.00
A2-1346	Playcraft Systems - Toddler Sallie Spring Rider	1		951.00	951.00

City of North Port, FL Contract No. 2020-06
Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park

Product ID	Description	Qty	U/M	Price	Total
A2-1905	Playcraft Systems - Thunder Dome	1		7,018.00	7,018.00
A3-4286-6G	Playcraft Systems - 6ft Bench with Back - Inground Mount	2		536.00	1,072.00
A3-4250-S6	Playcraft Systems - 6ft Picnic Table	1		1,035.00	1,035.00
Drawings	Florida Signed and Sealed Drawings (3 Sets) WITH CALCULATIONS provided.	2		1,000.00	2,000.00
Shipping	Freight - Playcraft Systems	1		9,425.00	9,425.00
Custom Shade	Superior Recreational Products - Super Dome Square Hip Shade 50' x 50' x 13' Entry Height - 12' Above Surfacing Material. - (4) Columns On Base Plates At 12x12x1/4" - Rafters At 10x6x1/4" With Glide Elbows	1		32,982.00	32,982.00
Drawings	Florida Signed and Sealed Drawings (3 Sets) WITH CALCULATIONS provided.	1		1,500.00	1,500.00
Shipping	Freight - Superior Recreational Products	1		5,632.77	5,632.77
Borders	12" High Borders with Spike	72		39.95	2,876.40
ADA Ramp	Full ADA Ramp	1		750.00	750.00

Product ID	Description	Qty	U/M	Price	Total
Shipping	Freight - APS	1		891.00	891.00
ADA Wood Mulch	Supply and Delivery of ADA Wood Mulch of Approx. 202 cu. yds. for coverage area with a Depth of 12"	202		55.00	11,110.00
Vendor Trip Surcharge	Wood Mulch Vendor Trip Surcharge	2		425.00	850.00

Product ID	Description	Qty	U/M	Price	Total
	<p>INSTALLATION</p> <p>PROJECT NOTES:</p> <ul style="list-style-type: none"> - Pricing is Based on Clear Access to Site to Include Machinery - Pricing is Based on Staging/Delivery Area being Next to Installation Area - Pricing is Based on Offloading of Products on Site and Immediate Installation - Underground Utility Locate Provided by PSS - Palm Tree Removal by PSS (up to QTY 5) - Dumpsters for packaging materials by PSS <p>NOTE: Total Price reflects spoils from footers to be dispersed onsite. Should this not be allowed, a change order for additional Dumpsters will be necessary.</p> <p>NOTE: Total Price reflects all portions of project being accepted. Should any portion of job not be picked up, new quote will be generated.</p>				

City of North Port, FL Contract No. 2020-06
Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park

Product ID	Description	Qty	U/M	Price	Total
Installation	Installation of Playground to Include the Following: - One (1) Playcraft Playground including all necessary Concrete Footers - One (1) 3-Bay Swingset - One (1) Disc Swing - One (1) Spring Rider - One (1) Thunder Dome - Two (2) 6ft Benches - One (1) 6" Picnic table - Two (2) Playground Safety Signs - Seventy Two (72) 12" Borders - One (1) ADA Full Ramp - 6,300 SqFt of Filter Fabric (includes overlap)	1		23,037.00	23,037.00
Installation	Installation of Shade to Include the Following: - One (1) 50' x 50' x 10' Entry Height Super Dome Hip Shade (19.5' Peak Height) - Four (4) Concrete Footers Approx 6.91' x 6.91' x 3'D each	1		21,327.00	21,327.00
Payment Bondd	5% Payment and Performance Bond	1		5,000.00	5,000.00
Tree Removal	Tree Removal - Five (5) Trees Removed	1		2,750.00	2,750.00

City of North Port, FL Contract No. 2020-06
 Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park

Product ID	Description	Qty	U/M	Price	Total
Permitting	Permitting and administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner.	1		3,750.00	3,750.00

100% Financing Available – Flexible Terms
 Ask Your ARC Sales Representative For More Information

Subtotal	\$199,854.17
Sales Tax (0.0%)	\$0.00
Total	\$199,854.17

TOTAL NOT TO EXCEED LUMP SUM PRICE: \$199,854.17, One Hundred Ninety-Nine Thousand, Eight Hundred Fifty-Four Dollars and Seventeen Cents.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, EXHIBIT C TO FOLLOW.

EXHIBIT C – PROJECT SCHEDULE

The Contractor must provide the required performance and payment bond or other acceptable security to the City within ten (10) business days of award. Failure by the Contractor to provide the bond within ten (10) business days will be considered a default under Section 2-404 of the Code of City of North Port, Florida.

Calendar Days to Submit Drawings and Complete All Permit Documentation and Payment: 15 days after receipt of Notice to Proceed (NTP).

Calendar Days to Complete the Work from Contractor's Receipt of Notice to Proceed: 90 days or less.

Straight calendar days are set for this contract. At least, a 24 hours' notice will be needed by the City, inspectors, and police for the Contractor to request any work over the weekend or over any day designated as a holiday by the City.

HOURS OF WORK

Typical City Work hours. All work for this project shall be performed during regular business hours. A regular workday shall be considered to be a maximum of ten (10) hours duration. Longer workdays must first be approved by the City. The cost for inspection time for work performed on weekends, holidays, or in excess of ten (10) hours may be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the City of all work provided for in the Contract, or as stipulated in the Technical Specifications, or whichever comes first, other than: Saturday, Sunday, any day designated as a holiday by the City.

Request for planned overtime by the Contractor must be submitted in writing to the City, twenty-four (24) hours in advance, and may not proceed without the City's approval.

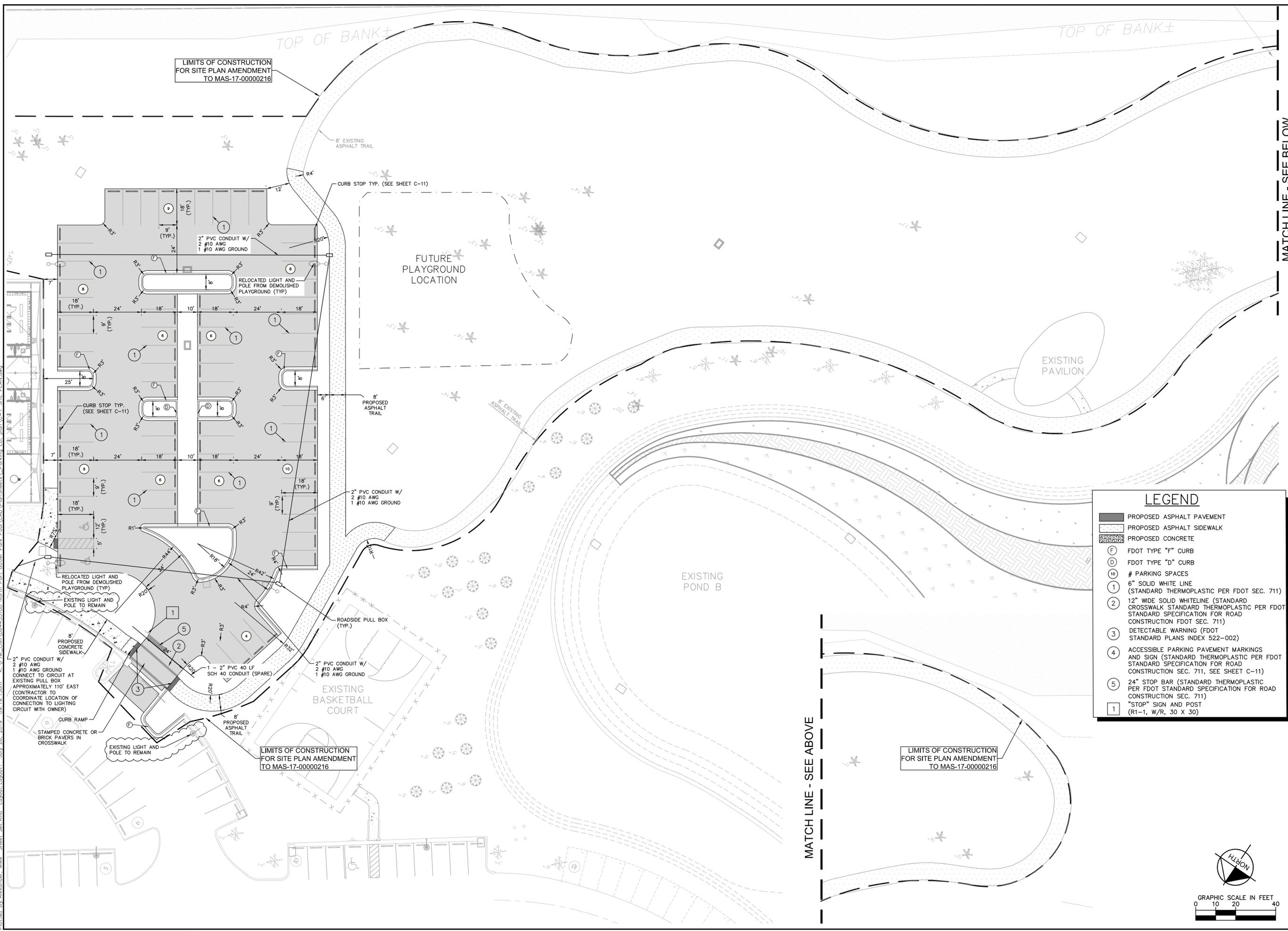
- 7:00am to 4:00pm weekdays (City Inspectors), 7:30am to 3:30pm (Other City Staff)
- Duration limited to 10 Hours
- Contractor must notify and obtain the City's Prior Approval for work on weekends and holidays.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, EXHIBIT D TO FOLLOW.

EXHIBIT D – PLANS/DRAWINGS

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, PLANS/DRAWINGS TO FOLLO (35 PAGES).

Plotfile: By: Alexander, Mike Sheet: Set: Kna Layout: Layout1 July 26, 2019 09:19:13am K:\FTM\Civil\06445100_North Port Butler Park Pool\CAD\PlanSheets\Parking Lot_plan\C-7_SITE_PLAN.dwg



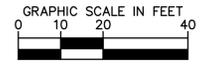
LIMITS OF CONSTRUCTION FOR SITE PLAN AMENDMENT TO MAS-17-00000216

LIMITS OF CONSTRUCTION FOR SITE PLAN AMENDMENT TO MAS-17-00000216

LIMITS OF CONSTRUCTION FOR SITE PLAN AMENDMENT TO MAS-17-00000216

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT SIDEWALK
- PROPOSED CONCRETE
- FDOT TYPE "F" CURB
- FDOT TYPE "D" CURB
- # PARKING SPACES
- 6" SOLID WHITE LINE (STANDARD THERMOPLASTIC PER FDOT SEC. 711)
- 12" WIDE SOLID WHITE LINE (STANDARD CROSSWALK STANDARD THERMOPLASTIC PER FDOT STANDARD SPECIFICATION FOR ROAD CONSTRUCTION FDOT SEC. 711)
- DETECTABLE WARNING (FDOT STANDARD PLANS INDEX 522-002)
- ACCESSIBLE PARKING PAVEMENT MARKINGS AND SIGN (STANDARD THERMOPLASTIC PER FDOT STANDARD SPECIFICATION FOR ROAD CONSTRUCTION SEC. 711, SEE SHEET C-11)
- 24" STOP BAR (STANDARD THERMOPLASTIC PER FDOT STANDARD SPECIFICATION FOR ROAD CONSTRUCTION SEC. 711)
- "STOP" SIGN AND POST (R1-1, W/R, 30 X 30)



MATCH LINE - SEE BELOW

MATCH LINE - SEE ABOVE

LICENSED PROFESSIONAL

PETER T. VAN BUSKIRK, P.E.

FLORIDA LICENSE NUMBER 36859

DATE:

MATCH LINE - SEE BELOW

LICENSED PROFESSIONAL

PETER T. VAN BUSKIRK, P.E.

FLORIDA LICENSE NUMBER 36859

DATE:

BUTLER PARK AQUATIC CENTER
CITY OF NORTH PORT, FL

SITE PLAN

Scale: AS SHOWN
Designed by: MCH
Drawn by: KWS
Checked by: DP
Date: APRIL 2019
Project No. 48285014

SHEET
C-7

Kimley-Horn
2201 West Royal Lakes, Suite 275, Irving, Texas 75063
PHONE: 214-420-5600 FAX: 214-420-5680
FLORIDA REGISTERED ENGINEERING FIRM 698
FLORIDA REGISTERED LANDSCAPE ARCHITECTURE FIRM LC-C000219
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 610E-23.004, F.A.C.

BUTLER PARK PLAYGROUND SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
16	12/8	0	10/5	4/3



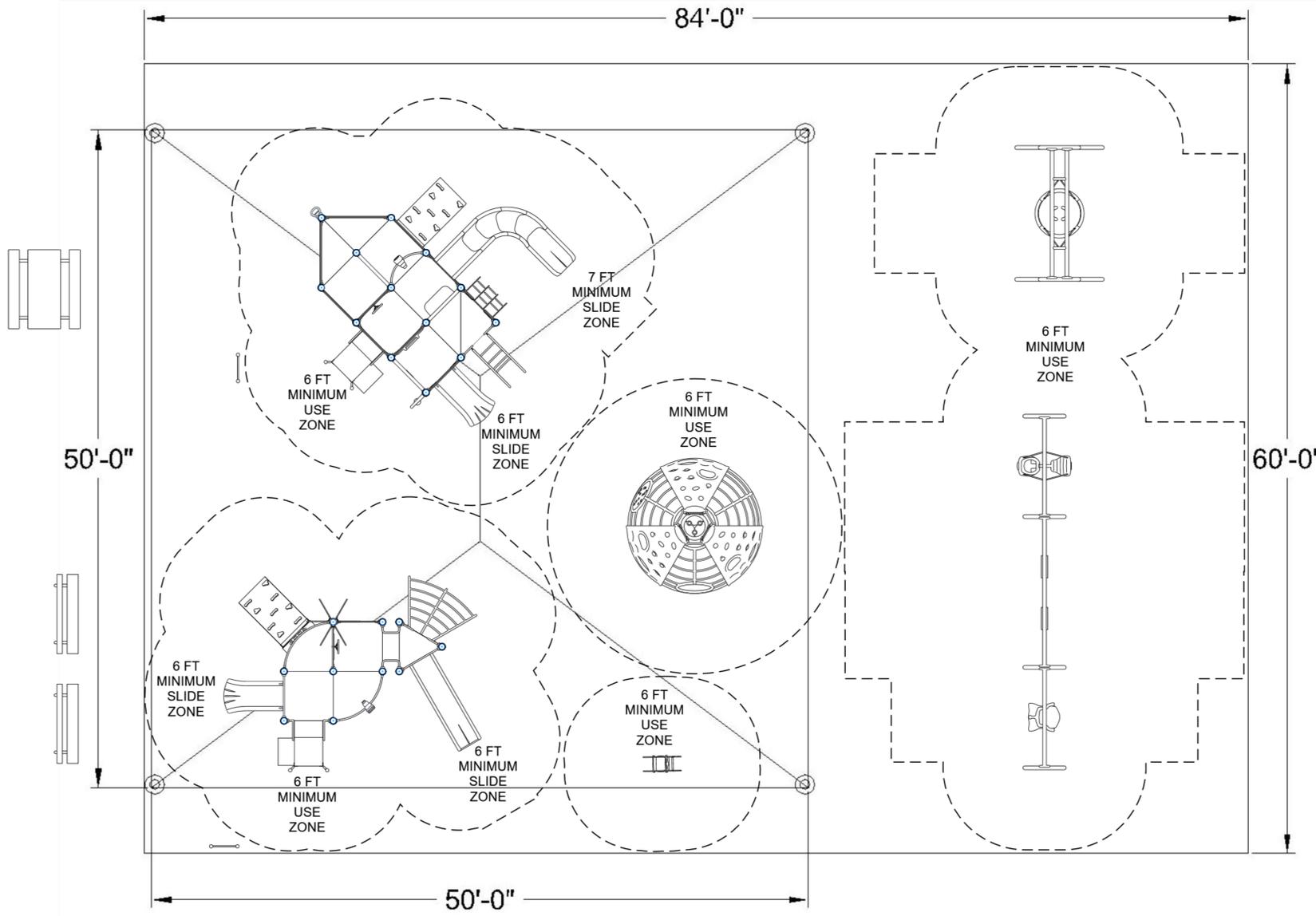
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: ARC1925F51B

DATE: 8/6/2019 | DRAWN BY: CMG

MIN. USE ZONE: 84' x 60'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
16	12/8	0	10/5	4/3

R5

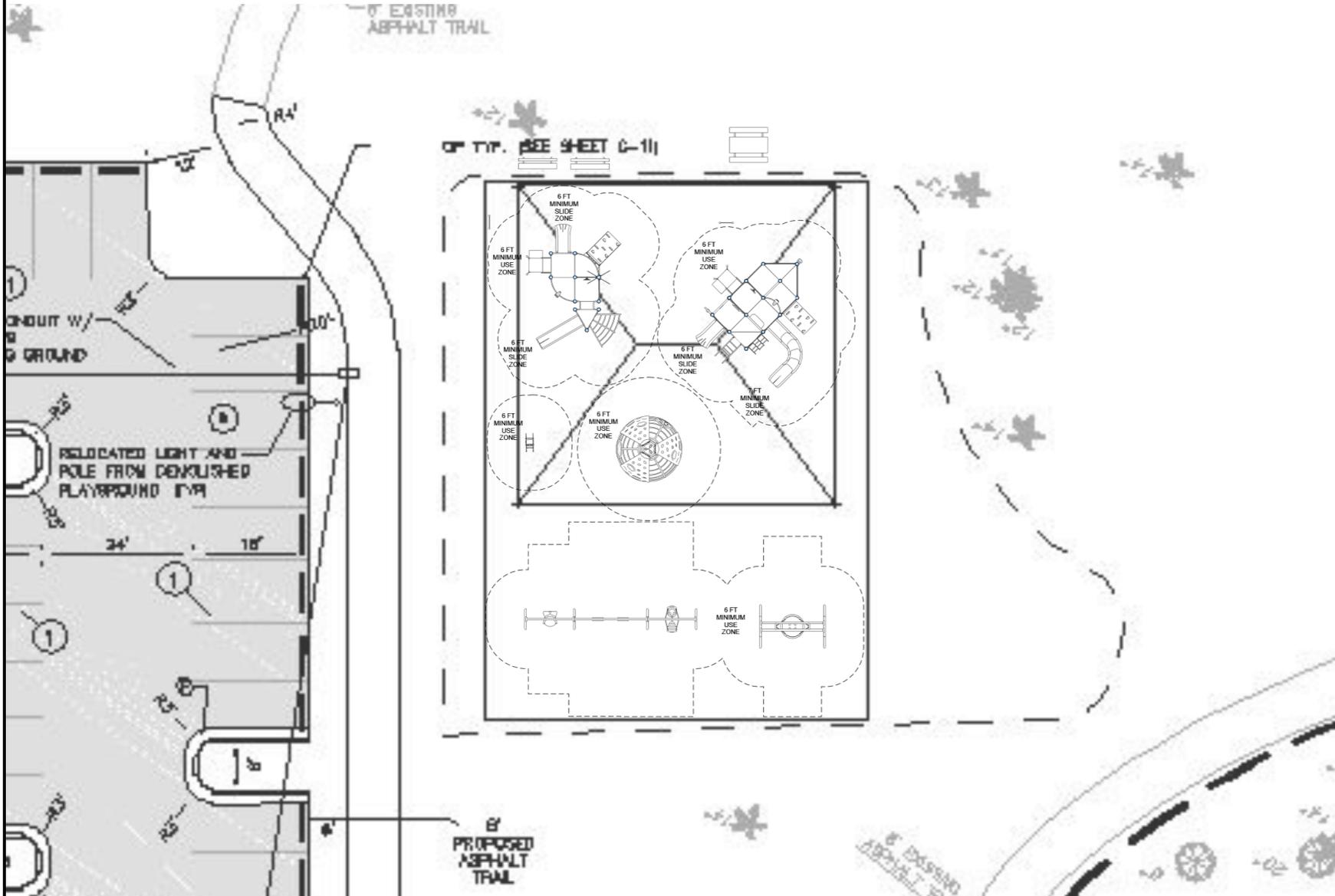
FOR KIDS
AGES
[Mixed]

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PROJECT#: ARC1925F51C
DATE: 10/8/2019

MIN. USE ZONE: 60' x 83'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND

TOP VIEW

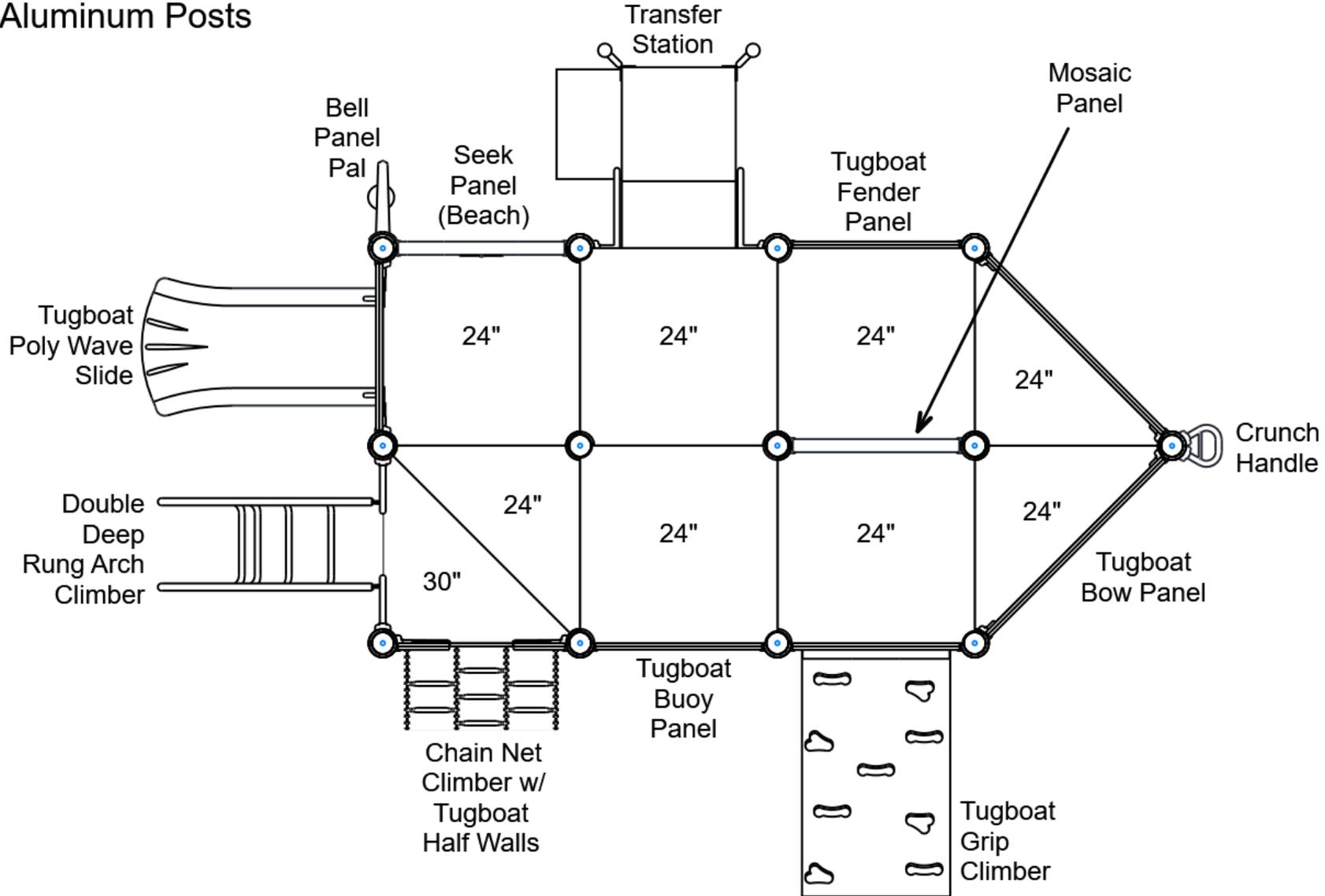
ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
10	6/5	0	2/3	2/3



FOR KIDS
AGES
5-12

Aluminum Posts



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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STRUCTURE#: R506F819B
PROJECT#: ARC1925F51C
DATE: 10/8/2019

MIN. USE ZONE: 33' x 32'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND TOP VIEW

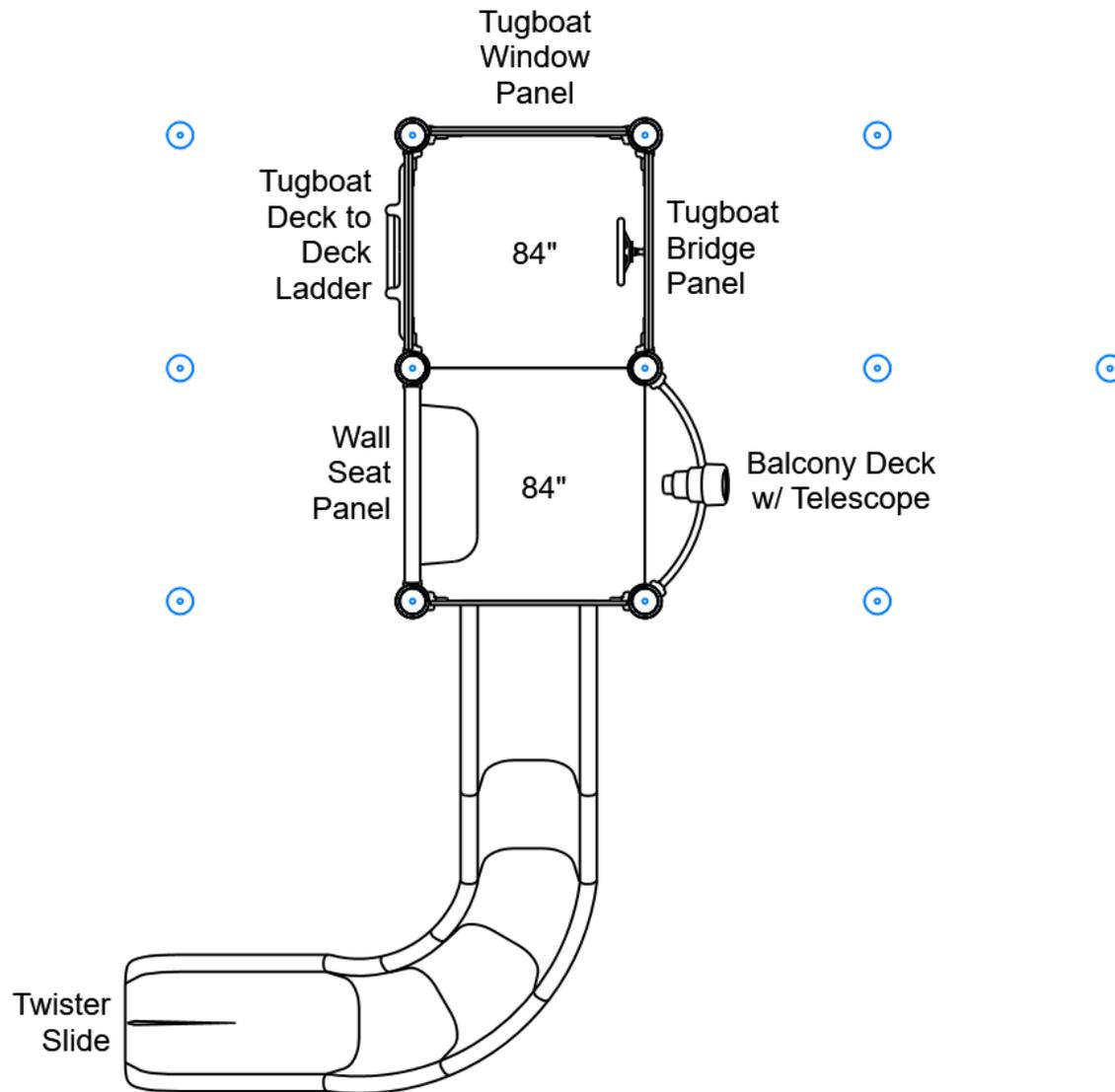
ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
10	6/5	0	2/3	2/3



FOR KIDS
AGES
5-12

Aluminum Posts



GENERAL NOTES:

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STRUCTURE#: R506F819B
PROJECT#: ARC1925F51C
DATE: 10/8/2019

MIN. USE ZONE: 33' x 32'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND TOP VIEW

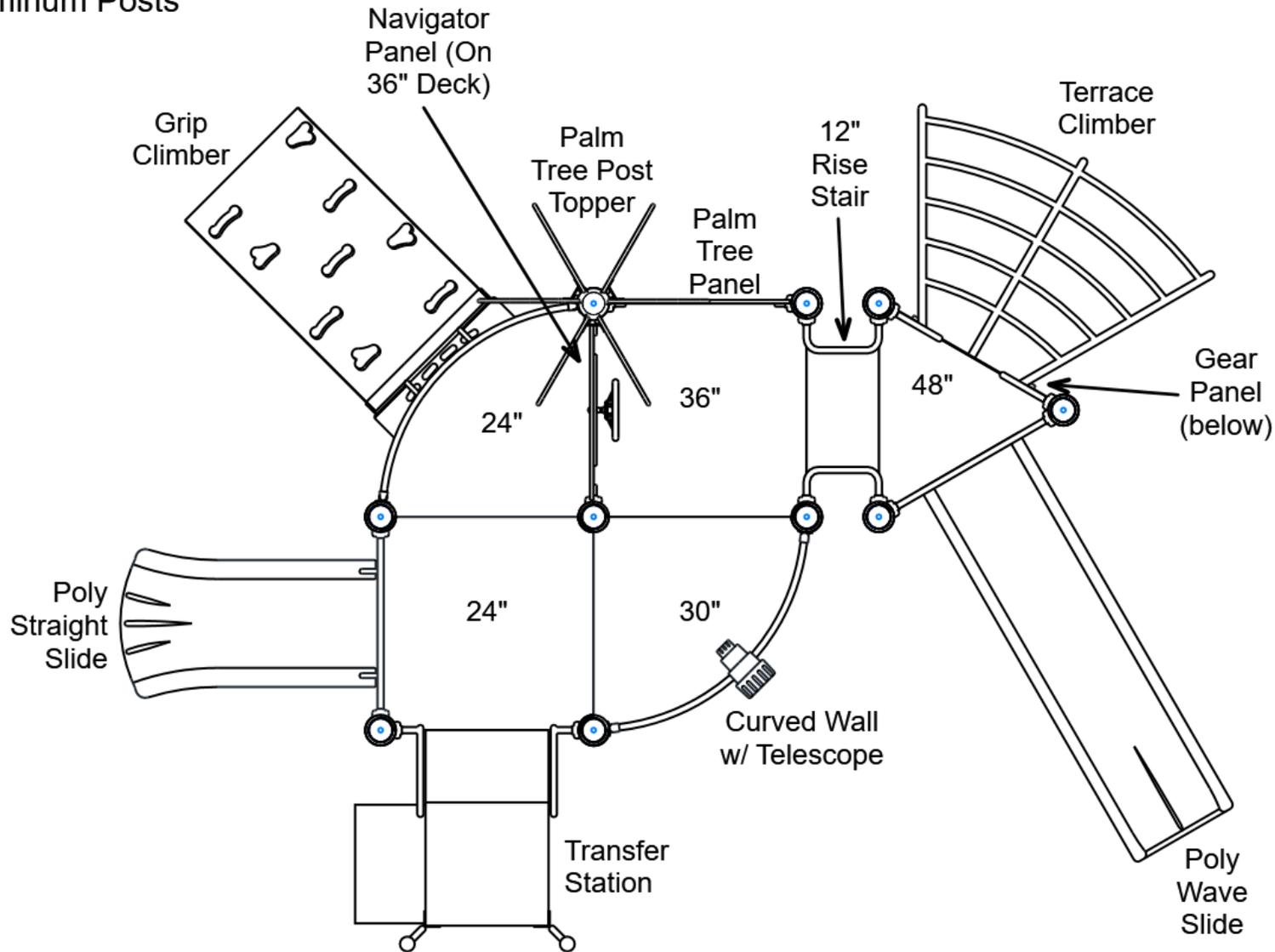
ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	6/3	0	1/2	1/2

R5

FOR KIDS
AGES
2-5

Aluminum Posts



GENERAL NOTES:

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STRUCTURE#: R50880B5A
PROJECT#: ARC1925F51C
DATE: 10/8/2019

MIN. USE ZONE: 32' x 27'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

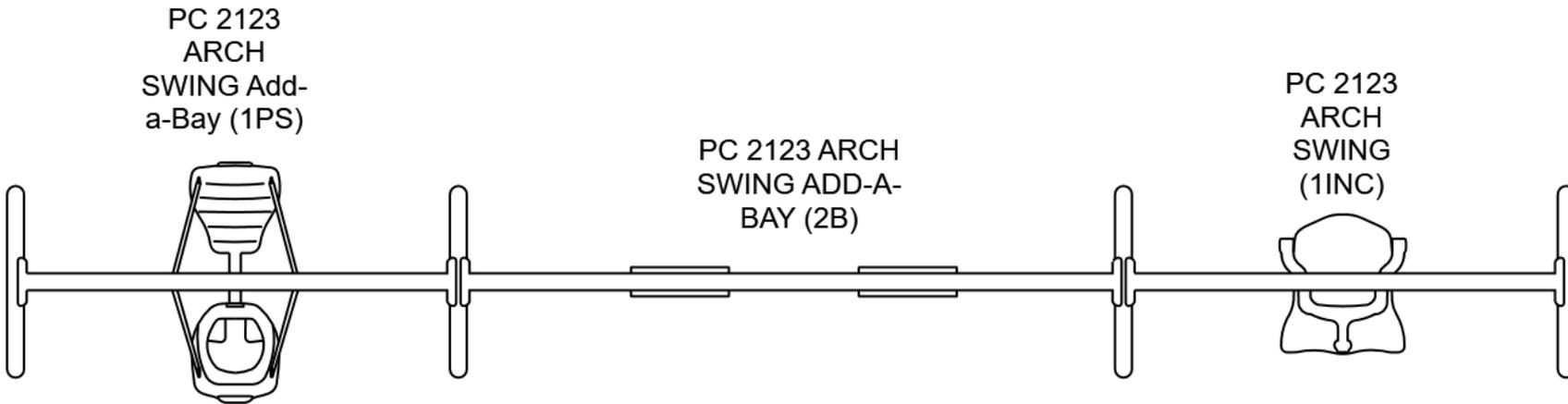
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	4/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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STRUCTURE#: FREPC2123+AB

PROJECT#: ARC1925F51C

DATE: 10/8/2019

MIN. USE ZONE: 40' x 31'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

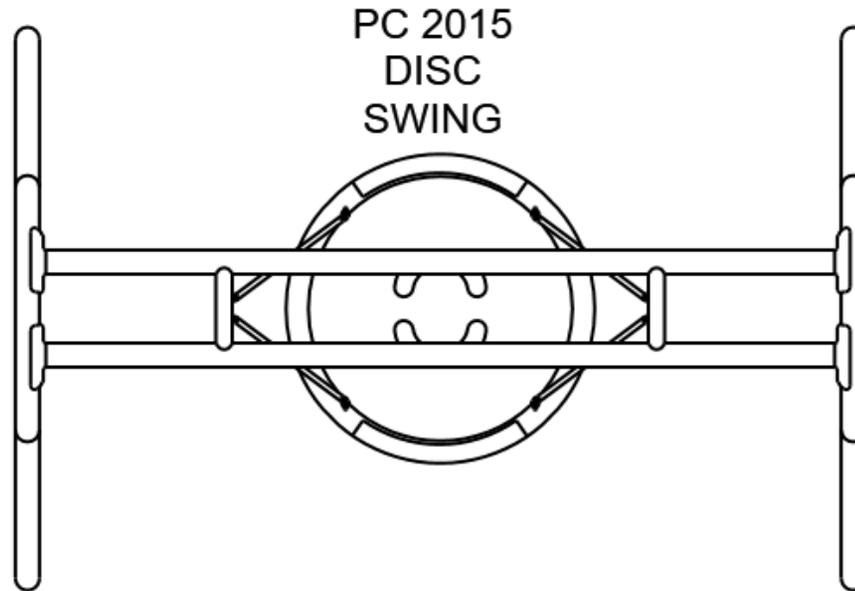
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

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STRUCTURE#: FREPC2015
PROJECT#: ARC1925F51C
DATE: 10/8/2019

MIN. USE ZONE: 23' x 29'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

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PC 1346
Toddler
Sallie
Salmon
Spring
Rider

STRUCTURE#: FREPC1346
PROJECT#: ARC1925F51C
DATE: 10/8/2019

MIN. USE ZONE: 14' x 15'

PLAYCRAFT REP:

Advanced Recreational Concept:



**BUTLER PARK PLAYGROUND
TOP VIEW**

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

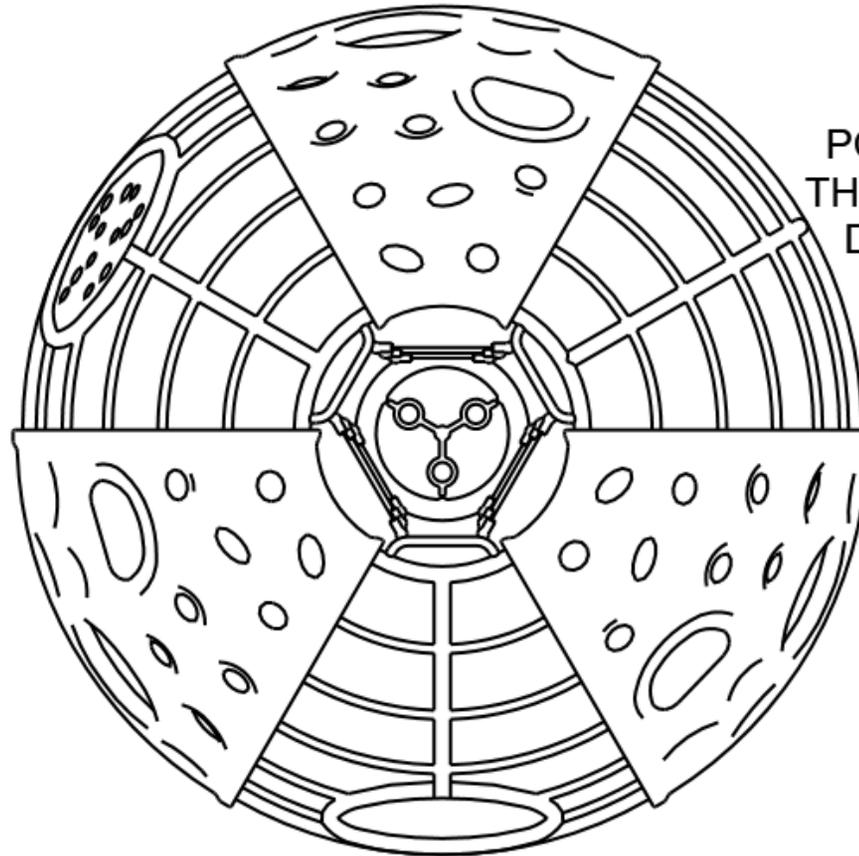
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

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PC 1905
THUNDER
DOME

STRUCTURE#: FREPC1905
PROJECT#: ARC1925F51C
DATE: 10/8/2019

MIN. USE ZONE: 23' x 23'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	0/0	0/0

FOR KIDS
AGES
5-12

1309-1
CUSTOM
PRINTED
SIGN


GENERAL NOTES:

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STRUCTURE#: STAPC1309\1

PROJECT#: ARC1925F51C

DATE: 10/8/2019

MIN. USE ZONE: 0' x 0'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	0/0	0/0

FOR KIDS
AGES
2-5

1309-1
CUSTOM
PRINTED
SIGN



GENERAL NOTES:

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STRUCTURE#: STAPC1309\2

PROJECT#: ARC1925F51C

DATE: 10/8/2019

MIN. USE ZONE: 0' x 0'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND

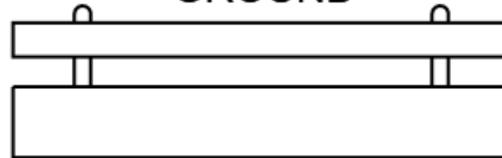
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	0/0	0/0

FOR KIDS
AGES
5-12

4286-6G 6FT
BENCH W/
BACK IN-
GROUND



GENERAL NOTES:

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STRUCTURE#: STAPC4286\1

PROJECT#: ARC1925F51C

DATE: 10/8/2019

MIN. USE ZONE: 0' x 0'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND
SW VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE#: R506F819B
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
NE VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE#: R506F819B
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

R5

FOR KIDS
AGES
2-5



STRUCTURE#: R50880B5A
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
NE VIEW

R5

FOR KIDS
AGES
2-5

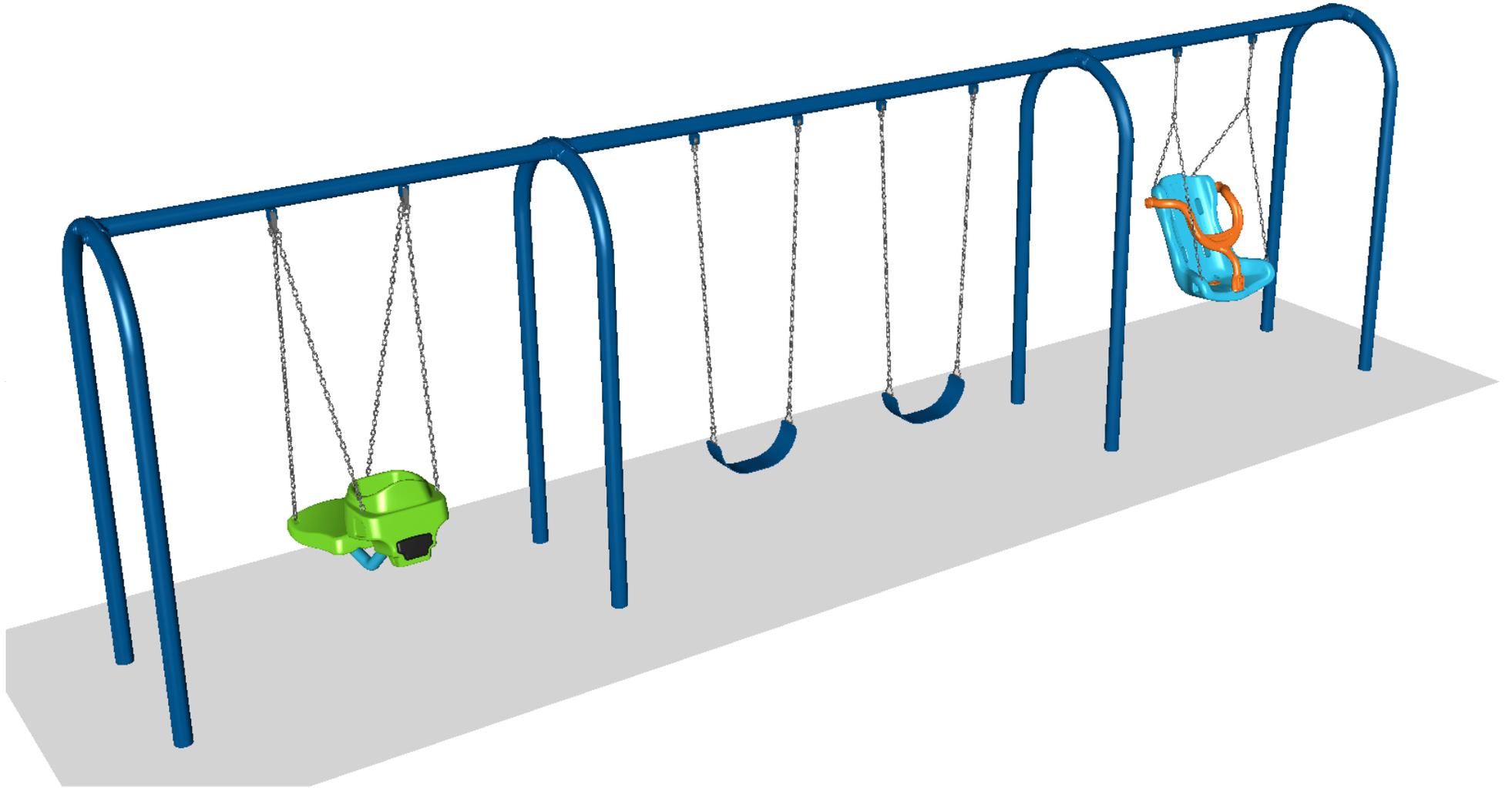


STRUCTURE#: R50880B5A
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE#: FREPC2123+AB
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12

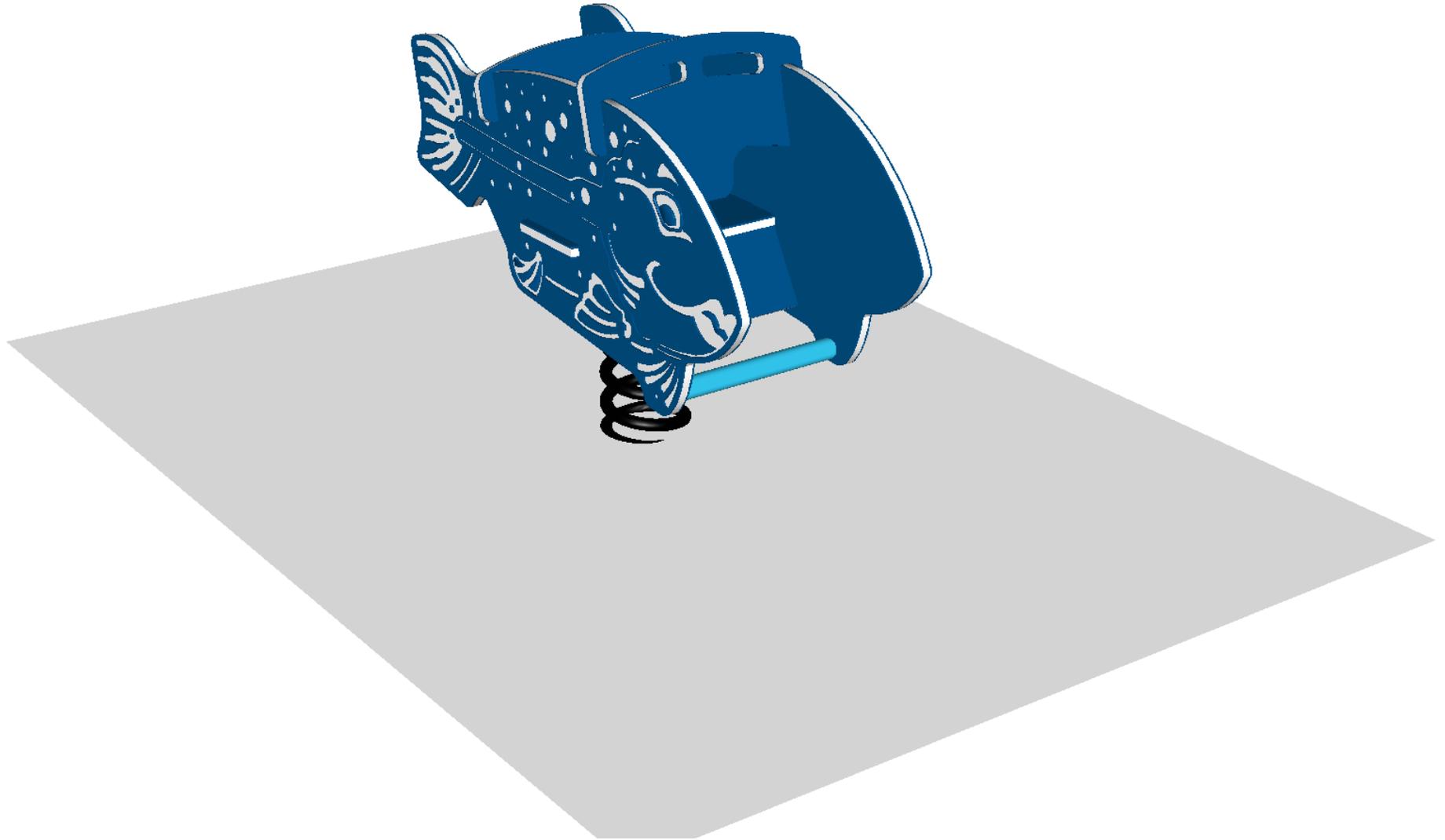


STRUCTURE#: FREPC2015
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12

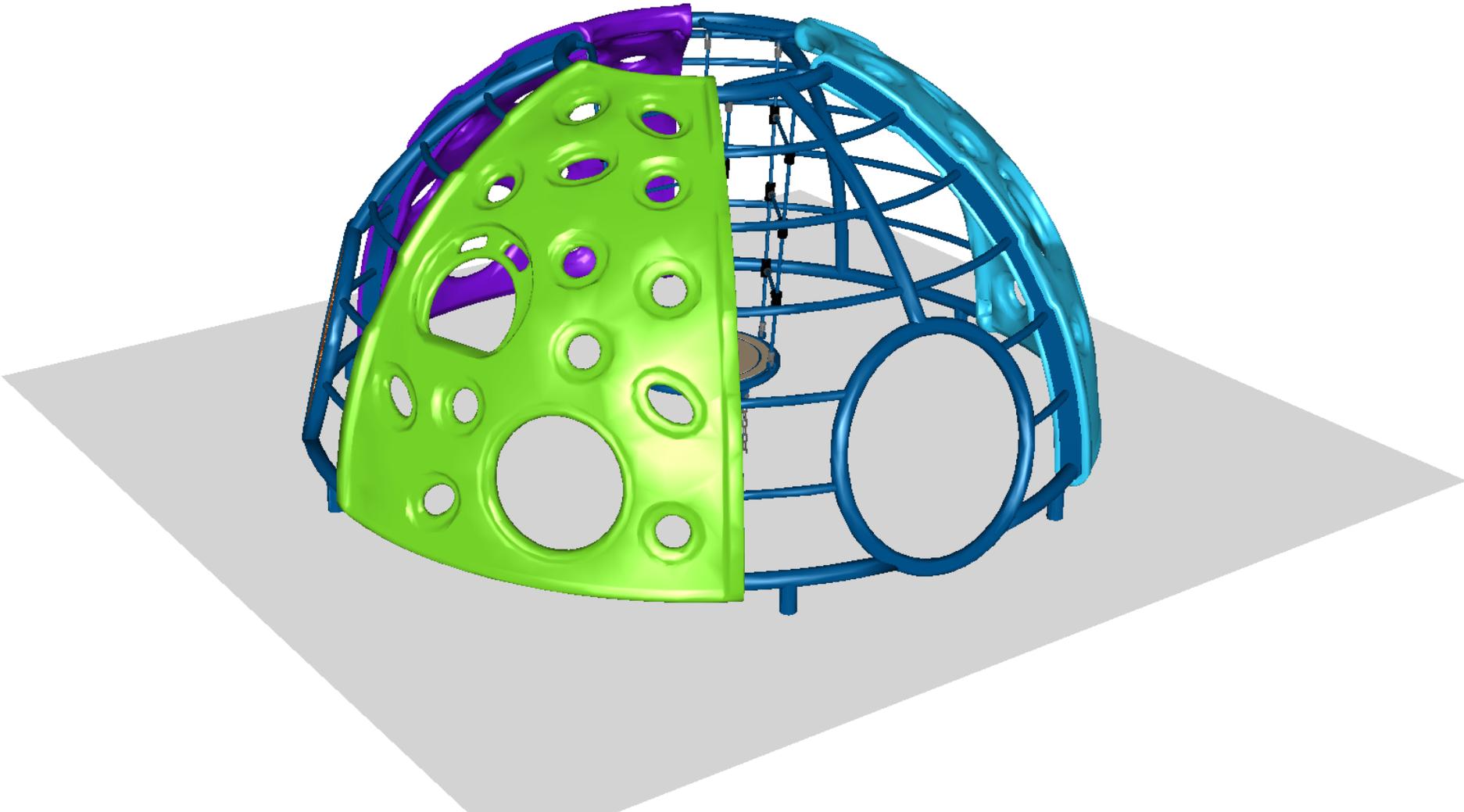


STRUCTURE#: FREPC1346
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE#: FREPC1905
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE#: STAPC1309\1
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
2-5

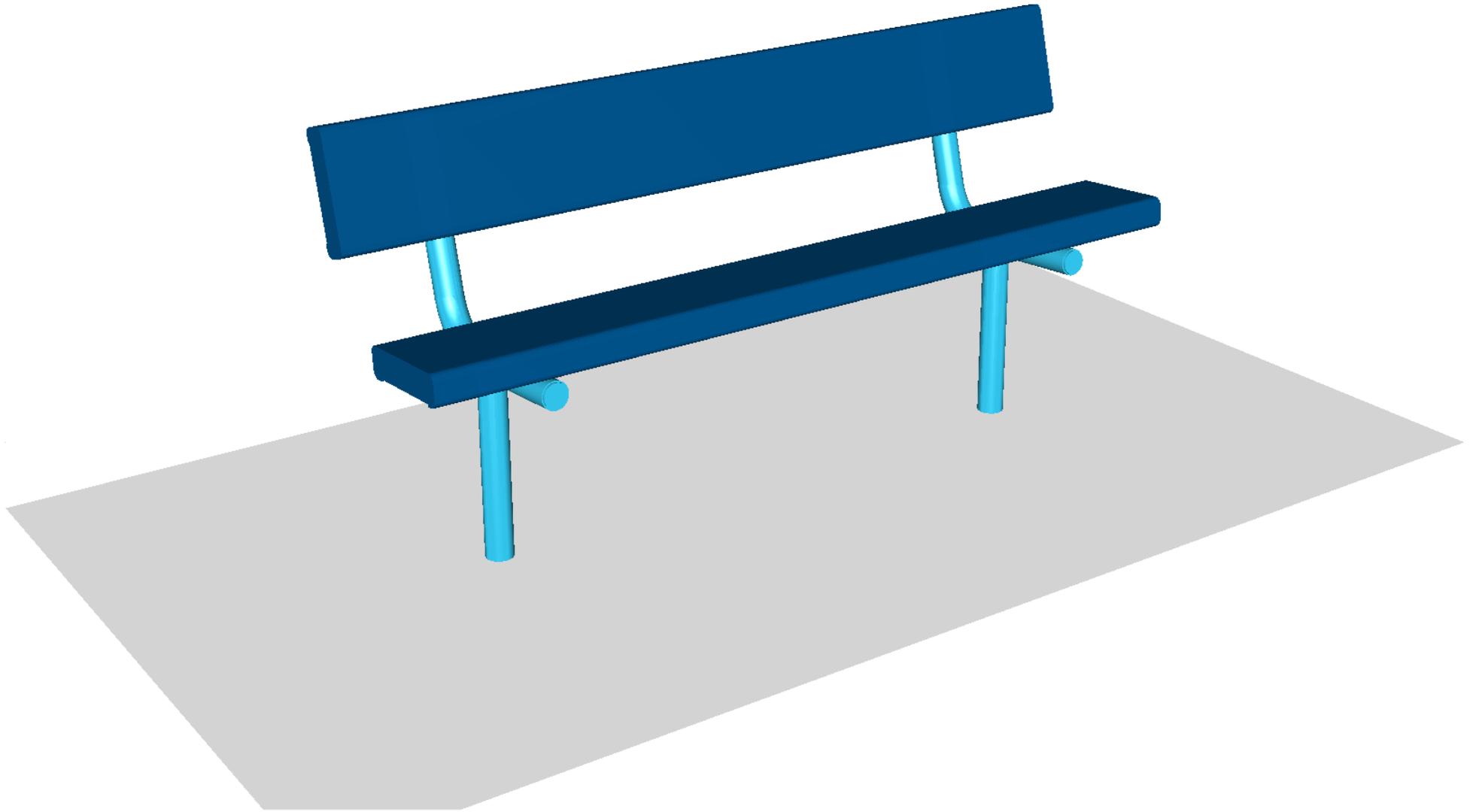


STRUCTURE#: STAPC1309\2
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12

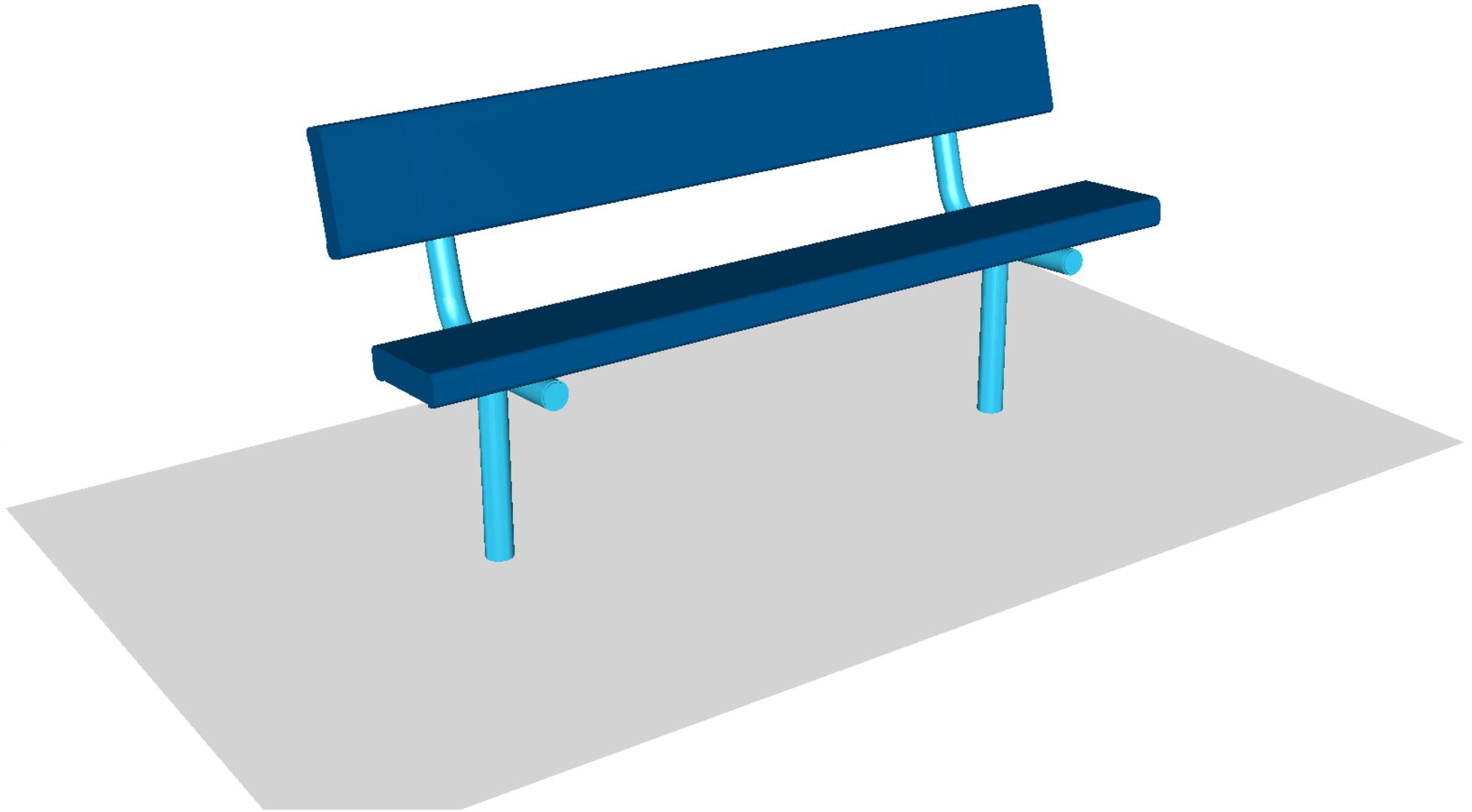


STRUCTURE#: STAPC4286\1
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12

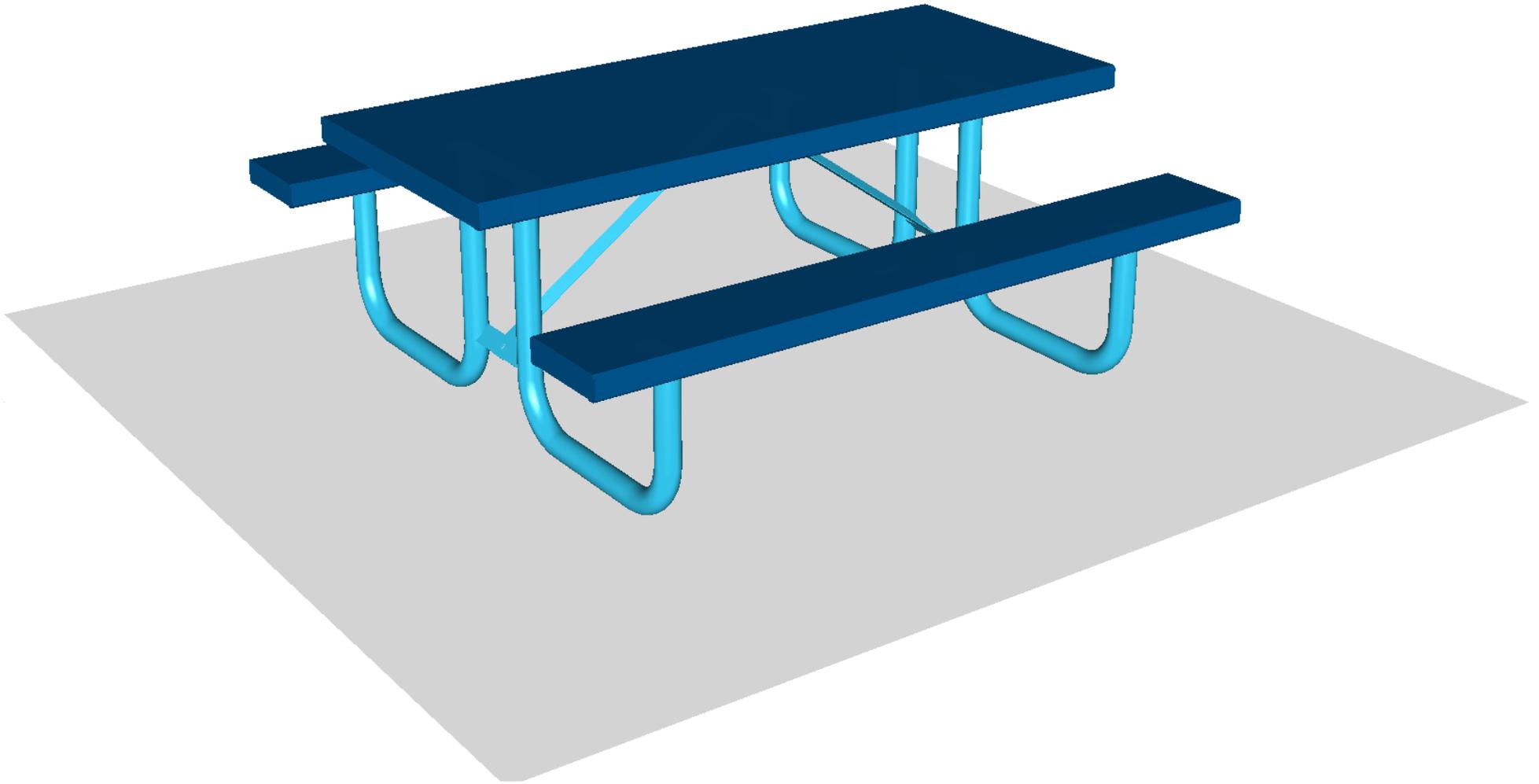


STRUCTURE#: STAPC4286\2
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE#: STAPC4250
PROJECT#: ARC1925F51C
DATE: 10/8/2019



BUTLER PARK PLAYGROUND

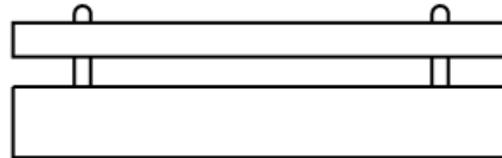
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	0/0	0/0

FOR KIDS
AGES
5-12

4286-6G 6FT
BENCH W/
BACK IN-
GROUND



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE#: STAPC4286\2

PROJECT#: ARC1925F51C

DATE: 10/8/2019

MIN. USE ZONE: 0' x 0'

PLAYCRAFT REP:

Advanced Recreational Concept:



BUTLER PARK PLAYGROUND

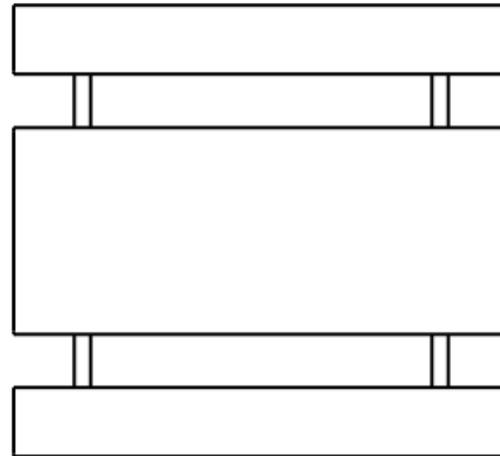
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	0/0	0/0

FOR KIDS
AGES
5-12

4250-S6
6FT
PICNIC
TABLE



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE#: STAPC4250
PROJECT#: ARC1925F51C
DATE: 10/8/2019

MIN. USE ZONE: 0' x 0'

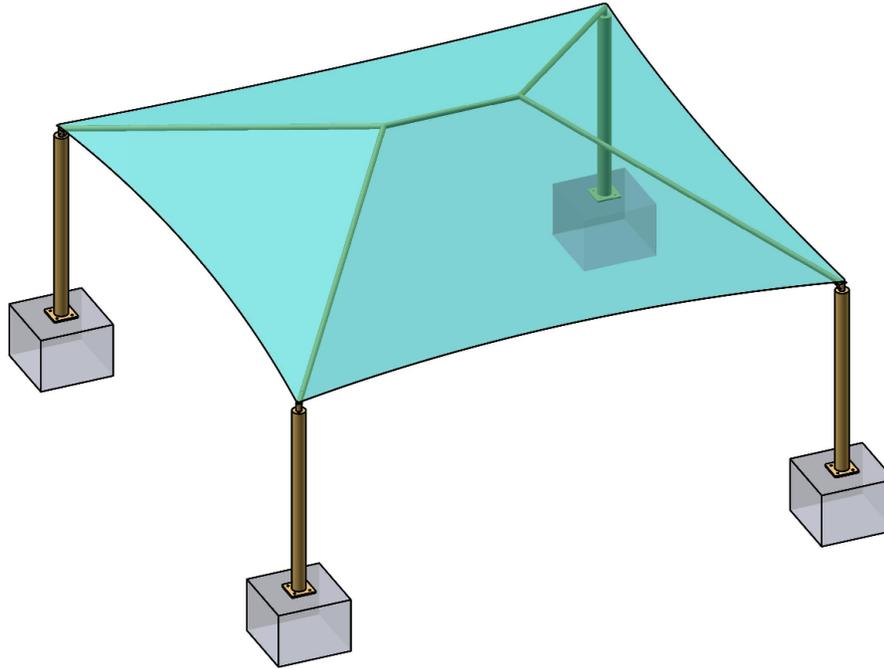
PLAYCRAFT REP:

Advanced Recreational Concept:

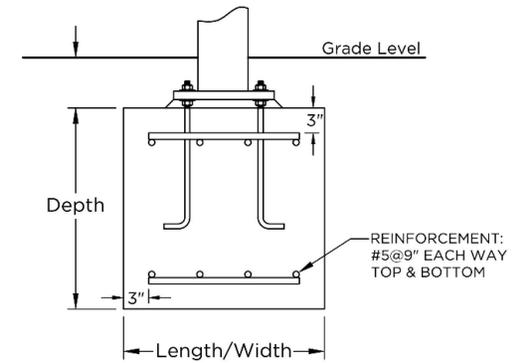


Hip Shade

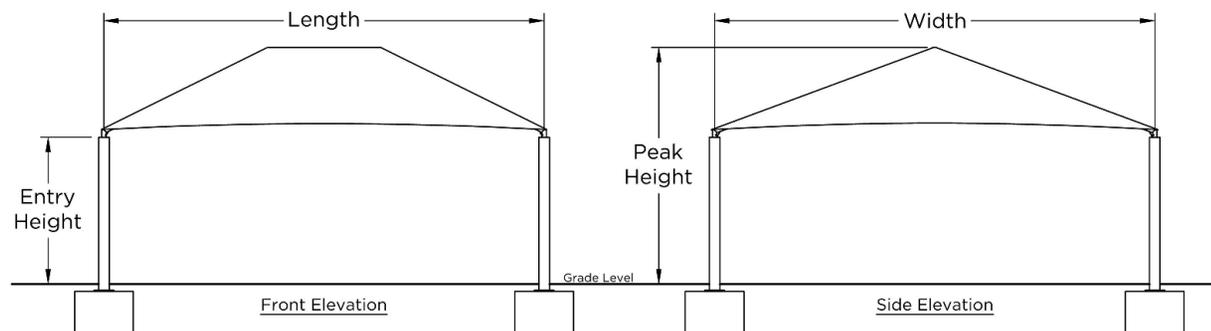
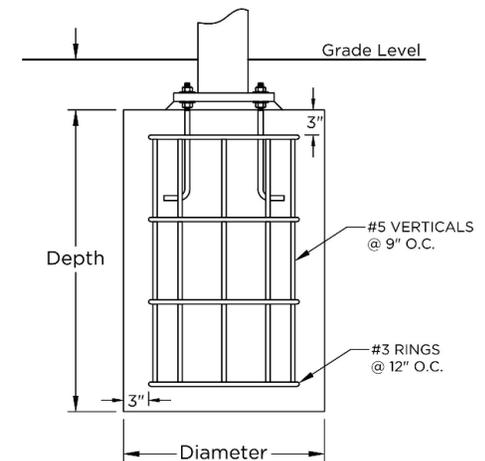
Length	50	Width	50	Entry Height	12
Peak Height	21.26	Elbow	Standard	Column Mount	Base Plate
Column Size	1212.25	Rafter Size	6010.25	Ridge Size	6010.25
Column Length	13	Rafter Length	32.5921535	Ridge Length	12.5



Square Footing		
Column	Length & Width	Depth
Single Cap	6.91	3
Double Cap	0	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"		
2'-6"		
3'-0"		



SHADE
BY SUPERIOR RECREATIONAL PRODUCTS

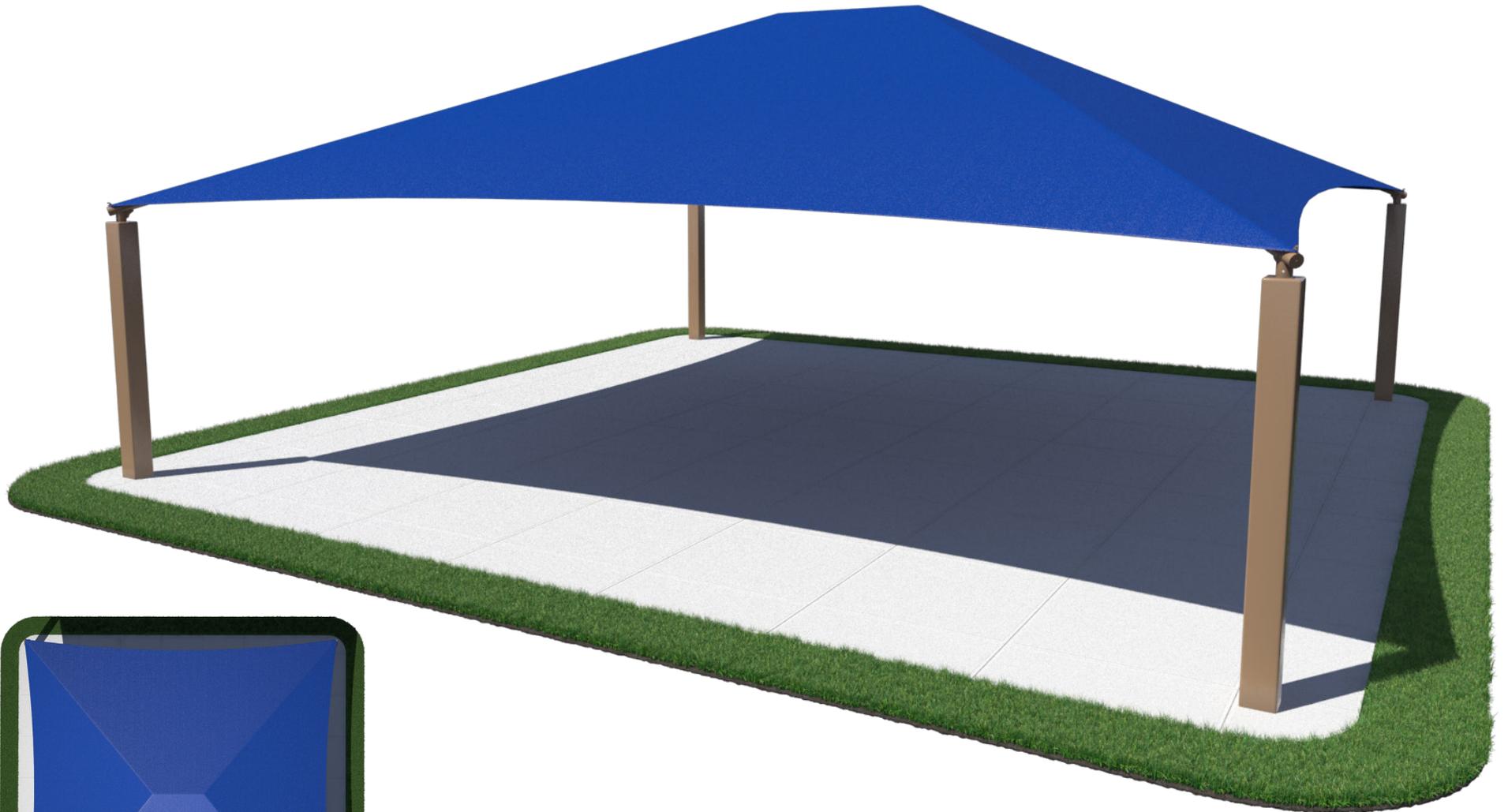
QUOTE

SHADE SIZE
50 X 50

SHADE STYLE
Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.





CUSTOM SQUARE HIP SHADE STRUCTURE

FRAME ICED COFFEE | FABRIC TRUE BLUE

For illustration purposes only. Colors may vary.

WELCOME

THIS PLAY AREA IS DESIGNED FOR CHILDREN

5-12 YEARS OF AGE.

ADULT SUPERVISION IS RECOMMENDED.



WELCOME

THIS PLAY AREA IS DESIGNED FOR CHILDREN

2-5 YEARS OF AGE.

ADULT SUPERVISION IS RECOMMENDED.





Bill of Materials

BUTLER PARK PLAYGROUND

Project# ARC1925F51C

10/8/2019

Item	Description	Quantity
R506F819B		
HS-1004-R	Collars	64
GF-7002	Dome Cap, R5	13
S-1009-R5-09ft	Post, 09ft R5	4
S-1010-R5-10ft	Post, 10ft R5	3
S-1014-R5-14ft	Post, 14ft R5	1
S-1015-R5-15ft	Post, 15ft R5	5
S-1101-R5	Square Deck	7
S-1105-R5	Half Deck	4
S-1109-R5-T	Balcony Deck w/ Telescope	1
S-1209-12-R5	Transfer Station, 24in-R	1
S-1216-1647-R5HW	Grip Climber	1
S-1221-3	Climber, Chain Net 30-36in	1
S-1242-1647-R5APL	Tugboat Deck to Deck Ladder (60in Rise)	1
S-1275-3R5	Climber, Double Deep Rung Arch 30-36in	1
S-1309-2-R5	Half Walls (Pair) R5	1
S-1316-R5	Twister Entry Panel	1
S-1333-R5-T	Wall Seat Panel (Tall)	1
S-1618-BEACHR5	Seek Panel (Beach)	1
S-1647-R5BOW	Bow Panel	1
S-1647-R5BRG	Bridge Panel	1
S-1647-R5BUY	Buoy Panel	1
S-1647-R5FND	Fender Panel	1
S-1647-R5HW	Half Walls (Pair)	1
S-1647-R5WIN	Window Panel	1
S-1661-R5	Panel Pal, Bell	1



Bill of Materials (continued)

Item	Description	Quantity
S-1685-R5	Mosaic Panel	1
S-1701-2R5V2-1647-R5SW	Poly Wave Slide	1
S-1710-7-SRRR	Slide, Twister 84in (S-R-R-R)	1
S-1937-R5	Crunch Handle	1
HS-1100-2	Deck to Deck Hardware	12
R50880B5A		
HS-1004-R	Collars	36
GF-7002	Dome Cap, R5	10
S-1009-R5-09ft	Post, 09ft R5	2
S-1010-R5-10ft	Post, 10ft R5	2
S-1011-R5-11ft	Post, 11ft R5	5
S-1014-R5-14ft	Post, 14ft R5	1
S-1101-R5	Square Deck	2
S-1102-R5	Tri-Deck	1
S-1107-R5	Curved Deck	2
S-1110-R	Filler, 12in	1
S-1206-12R5	ADA Stairs, 12in Rise w/ Walls	1
S-1209-12-R5	Transfer Station, 24in-L	1
S-1216-2CR5	Climber, Grip 18-24in	1
S-1240-4	Climber, Terrace 42-48in	1
S-1304-R5	Single Slide SitDown Wall	1
S-1309-2-R5	Half Walls (Pair) R5	1
S-1328-1830-R5	Steel Wall (Curved w/ Telescope)	1
S-16201-R5-DM	Palm Tree Panel	1
S-1644-R5G	Gear Panel	1
S-1646-R5	Navigator Panel	1
S-1701-2R5V2	Slide, Single 24-30in (Straight)	1
S-1704-4	Slide, Wave 48in (Single)	1
S-1840-R5	Palm Tree Topper	1
HS-1100-2	Deck to Deck Hardware	2



**Bill of Materials
(continued)**

Item	Description	Quantity
FREPC2123+AB		
A2-2123-2B-AB	PC 2123 Arch Swing (Left, 2B)	1
A2-2123-ADAX1	PC 2123 Arch Swing (1INC)	1
A2-2123-PS-AB	PC 2123 Arch Swing (Left, 1PS)	1
FREPC2015		
A2-2015	PC 2015 Disc Swing	1
FREPC1346		
A2-1346	PC 1346 Spring Rider, Toddler Sallie Salmon	1
FREPC1905		
A2-1905	PC 1905 Thunder Dome	1
STAPC1309\1		
A2-1309-1	1309-1 Custom Printed Sign (Single)	1
STAPC1309\2		
A2-1309-1	1309-1 Custom Printed Sign (Single)	1
STAPC4286\1		
A3-4286-6G	4286-6G 6ft Bench (w/ Back, In-Ground)	1
STAPC4286\2		
A3-4286-6G	4286-6G 6ft Bench (w/ Back, In-Ground)	1
STAPC4250		
A3-4250-S6	4250-S6 Picnic Table (6 FT)	1