



COUNCIL AGENDA STATEMENT

Meeting Date: September 14, 2021

To: Honorable Mayor and City Councilmembers

From: Carlos A. Solis P.E., Director of Public Works & Engineering

Through: George Garrett, City Manager

Agenda Item: **Resolution 2021-89**, Accepting The Ranking And Recommendation Of The City's Evaluation Team For Replacement Of Playground Equipment At Community Park; Authorizing The City Manager To Execute A Contract With The Top Ranked Firm of Playworx Playsets, LLC and Expend Budgeted Funds In The Amount Of \$153,312.98; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION: The City has long thought to replace the older and outdated playground equipment at Community Park. The City requested proposals for the work with an evaluation criteria providing points for cost, layout and material, references, and experience in the area. Three proposals were received, and the evaluation team ranked the proposals based on the criteria. The following is the ranking of the three submittals:

1. Playworx Playsets, LLC.
2. Play by Design
3. Bliss Products and Services

Staff recommends that the Council accepts the ranking and authorize the City Manager to execute a contract with Playworx Playsets, LLC., the highest ranked firm.

CONSISTENCY CHECKLIST:

Yes	No
XX	_____

1. Comprehensive Plan

FISCAL NOTE:

The FY21/22 Capital Infrastructure budget includes appropriations of \$178,000 for a sunshade and playground equipment replacement at Community Park.

RECOMMENDATION: Council approve Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2021-89**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE RANKING AND RECOMMENDATION OF THE CITY'S EVALUATION TEAM FOR REPLACEMENT OF PLAYGROUND EQUIPMENT AT COMMUNITY PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE TOP RANKED FIRM OF PLAYWORX PLAYSETS, LLC AND EXPEND BUDGETED FUNDS IN THE AMOUNT OF \$153,312.98; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the "City") published a Request for Proposals (RFP) for Replacement of Playground Equipment at Community Park; and

WHEREAS, the City Manager established an "Evaluation Team" consisting of City Staff to review, evaluate and rank qualifications packages in accordance with the RFP criteria; and

WHEREAS, on September 2nd, the City Clerk received three (3) responses to the RFP which were subsequently reviewed and evaluated by the City's Evaluation Team on September 7; and

WHEREAS, the City recommends that the Council accepts the ranking and authorize the City Manager to execute a contract with Playworx Playsets, LLC., the highest ranked firm

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council accepts the City's Evaluation Team ranking and authorizes the City Manager to negotiate contracts in the form of Exhibit A with the top ranked firm of Playworx Playsets LLC.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14TH DAY OF SEPTEMBER, 2021.

THE CITY OF MARATHON, FLORIDA

Luis Gonzalez, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk
(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

SECTION 00500
CONTRACT FOR
PLAYGROUND AT SOMBRERO BEACH

THIS CONTRACT is made this _____ day of _____ 2018 by and between the City of Marathon, Florida (the "City") and **Playworx Playsets, LLC.** (the Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** - The Contractor shall furnish all permitted drawings, labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," as Described in **Exhibit A.**

2. **COMPENSATION/PAYMENT** -
 - 2.1.1. Contractor shall be paid in accordance with the schedule of values in **Exhibit B.**

 - 2.1.2. Contractor shall provide the City with a construction schedule, schedule of values, partial lien releases and a monthly invoice within ten (10) days of the end of each month stating the services provided in the preceding month.

 - 2.1.3. Lien Releases must be provided for all subcontractors for partial payments and a general final release from subcontractors and general contractor upon completion of the Work and final payment made.

 - 2.1.3 A maximum of 10% of the Contract amount may be paid for mobilization. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

 - 2.1.4 The Contractor shall be compensated at the prices specified in Schedule of Values based upon the actual Work completed for the month.

 - 2.1.5 Change Orders- This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order. Each Change Order constitutes full, final, and complete compensation for all costs, expenses, overhead, and profit, and any damages of every kind that Contractor may incur in connection with the above referenced changes in the Work. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the referenced Change Order. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder.

3. **TERM-** This Contract shall be effective upon execution by both parties and shall continue through project completion. The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for additional time, compensable or no compensable. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor.

4. **CONTRACTOR'S RESPONSIBILITIES** - The Contractor has carefully examined the existing conditions and areas for the Work contemplated under this agreement and have made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.

Contractor is responsible to apply for any required building permit, and meet all requirements from local, state, and federal regulations. The City shall be directly responsible for any fees associated with any said permits.

Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, and furnishing of all work

5. **NON-WAIVER** - The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.

6. **PROTECTION OF PROPERTY AND THE PUBLIC** - The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

6.1.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

6.1.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

6.1.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of *fue*, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

6.1.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

7. **INDEMNIFICATION** -

7.1.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this Contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

7.1.2. This indemnification obligation shall survive the termination of this Contract.

7.1.3 The Contractor shall defend the City or provide for such defense, at the City's option.

7.1.4 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. **CONTRACT DOCUMENTS** - The following documents shall, by this reference, be

considered part of this Contract:

The Entire Request for Proposal Package;
All Addendums;
Contract Agreement;
General Conditions;
Proposal;
Scope of Work/Specifications;
Change Orders;
Qualification Statement;
Insurance Certificates; Bonds;
Local Preference Ordinance (not applicable if federally funded)

9. CONTRACTOR'S EMPLOYEES –

9.1.1 The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner

9.1.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

9.1.3 Contractor shall, upon receipt of a written request from the City Manager, provide statement of background check for personnel. The City Manager may require Contractor to immediately exclude any employee of Contractor from providing Work under this Contract

9.1.4 Contractor shall, upon receipt of a written request from the City Manager, provide statement of background check for personnel. The City Manager may require Contractor to immediately exclude any employee of Contractor from providing Work under this Contract.

9.1.5 The work contemplated under this contract is on public property. Accordingly, no alcoholic beverages or illicit drugs are allowed.

9.1.6 The same care shall be exercised by all Contractor's and subcontractor's employees.

10. VEHICLES AND EQUIPMENT - Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

INSURANCE - The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

11.1 Insurance Requirements		Statutory Limit
Worker's Compensation	WC3	Statutory Limit
General Liability	GL3	\$1,000,000 per Occurrence;
Vehicle Liability	VL3	\$1,000,000 Combined Single Limit

11.2 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

11.3 Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

11.4 Certificate of Insurance: Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of insurance shall not only name the type of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the

date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

11.5 Additional Insured_- The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

11.6. All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

12. ASSIGNMENT - No assignment by the Contractor of this contract or any part of it or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager. This Contract may only be amended by the parties with the same formality as this Contract.

13. TERMINATION -

13.1.1. The City may terminate this Contract without cause upon 30 days written notice to the other party.

13.1.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

13.1.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

13.1.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

14. CHOICE OF LAW - This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

15. LIQUIDATED DAMAGES. City and contractor recognize that time is of the essence in this contract and that the city will suffer financial loss if the work is not completed within the contract times specified in section 3.3 for the work above, plus any approved extensions thereof

allowed in accordance with the general conditions. The contractor also recognizes that the damages which the city will incur if the work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this agreement is entered into, and the contractor recognizes the difficulties involved in proving the actual loss suffered by city if the work is not substantially completed on time and/or fully completed on time. Accordingly, liquidated damages shall be imposed at **\$500.00** per day for any days beyond the stated contract time.

16. ATTORNEY'S FEES - In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings

17 ACCESS TO PUBLIC RECORDS - The All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

The "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City 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 in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public 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 following completion of the contract if the CONTRACTOR does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR 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 completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

"Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

The CONTRACTOR consents to the City's enforcement of the CONTRACTOR's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable attorney's fees incurred by the City.

The CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.

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 305-743-0033, CITYCLERK@CL.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.

18. INSPECTION AND AUDIT - During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

19. SEVERABILITY – If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

20. WAIVER OF JURY TRIAL - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

21. COUNTERPARTS - This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

22. NOTICES - Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4102
Facsimile: (305) 289-4123

With a Copy to:
Steve Williams, Esq.
City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Phone: 305 289-4103

For Contractor:

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written

Attest:

CITY OF MARATHON

By: _____
Diane Clavier, City Clerk

By: _____
George Garrett, City Manager

By: _____
Steve Williams, City Attorney

CONTRACTOR*

By: _____

Signed, sealed and witnessed in the presence of:

As to Contractor

By: _____

By: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

The City of Marathon is inviting experienced playground equipment providers to submit proposals for supply and installation of new playground equipment at Marathon Community Park, located at 200 Ocean, 36th Street, Marathon FL. The Community Park is considered the premier City park, centrally located in the City of Marathon, and offers a range of sports and activities. Refer to attached maps for park location and project area. All play equipment shall consist of heavy-duty municipal park grade level, composite materials (non-metal) with consideration given to challenges such as vandalism and graffiti removal. Accessibility and inclusive playground equipment shall be a required consideration in playground proposals.

For more information, contact the City's Contact Person:

Paul Davis, Parks Director

(305) 743-6598

Electronic Mail: DavisA@ci.marathon.fl.us

The City of Marathon is seeking an experienced playground contractor to remove existing play equipment, complete site preparation, and provide and install new playground equipment at Community Park. Demolition/Removal of existing playground equipment, site prep, supply, and installation of playground equipment, including shipping, labor, all typically reimbursable expenses, and warranties shall be included in the successful bidder's quote to the City.

1. Bidders are encouraged to design and submit creative and exciting proposals that have a variety of equipment. Bidders are encouraged to submit multiple designs.
2. The successful Vendor shall be responsible for demolition and disposal of the existing playground equipment.
3. The successful Vendor shall be responsible for ground cover for the site using material that meets all ASTM standard requirements for playground coverings. Covering Type shall be Engineered Wood Mulch, a minimum of 5" thick.
4. The successful Vendor shall provide all components of the playground equipment and structure and shall also provide all materials, tools, and labor necessary to install the playground equipment. In addition, the Vendor shall pay all shipping costs, travel expenses, and other likely costs necessary for completion of the project.
5. Bidders should provide addresses and telephone numbers of at least three references. References should be clients for whom you installed similar equipment.

6. All equipment shall be designed and installed in accordance with all current IPEMA, ASTM, CPSC, ADA, and other standards, laws and requirements concerning play equipment in the State of Florida and Monroe County.
7. Provide plan and colored elevation drawings of all pertinent aspects of the play equipment and its method of installation and location for proper evaluation by the committee. Submit drawings on 11" X 17" (acceptable). Please submit a minimum of two copies of each drawing. Drawings shall be to scale and legible. The plans should clearly show locations of walls, paths, all equipment and fall zones.
8. Handicap Accessibility: Each proposal should meet ADA standards and requirements. The City is interested in providing wheelchair access to all areas to the greatest extent practical. Some play elements specifically designed for physically disabled children should be included.
9. Overall Program: We are interested in providing 3 different play experiences if possible:
 - a. Play structure with platform and slides for age 5-11
 - b. Smaller play area for ages 3-5
 - c. Features accessible to physically disabled children
10. The successful bidder shall be responsible for obtaining all required Building Permits from the City's Building Department. The City shall pay for any Building Permit fees directly.

The successful proposal and bidder shall provide a turnkey playground product for the Community Park playground site (site location & graphic attached). The successful proposal and bidder shall provide to the City the highest quality non-metal play and recreational equipment products and services for the budget allowed. All playground equipment and ancillary products and services must come with industry leading warranties and equipment carrying the highest safety standards. All playground equipment suggested in your proposal must be provided with the provider's information on quality, specification, and method for and ease of installation and maintenance. Keep in mind that Marathon is an Island community with an environment very susceptible to corrosion due the salt environment.

As shown in the attached graphic, the playground area at the Community Park is approximately 3000 square feet, but there is flexibility dependent on the elements proposed in successful proposal by its bidder. The playground equipment suggestions should be well integrated but should also have individual elements and components. The playground elements proposed should be aimed at pre-teen children and have components appropriate for toddlers and pre-school kids. The playground equipment suggested should include elements of climbing, have slides, include tunnels and bridges. In addition, the Community Park and the City of Marathon is in a hot humid climate exposed continuously to salt air. Equipment proposed for this project must be non-metal composite material and to stand up to and be warranted for such a climate.

The successful bid must provide a shade structure of approximately 1300 square feet. Such structure should be approximately 12 feet in height and minimum 12" above the highest point of the equipment and meet all requirements of the Florida Building Code. The canopies for such structures must be removable in the event of a storm.

The successful proposal will provide a lump sum quote including a description, breakdown, and cost of each and all playground components, the expected additional material expenses (concrete, anchoring materials, etc.) and the anticipated labor costs. The City anticipates that the project will be complete within 90 days from approval and signing a contract for services with successful proposer.

EXHIBIT B